

## AGENDA

### Board of Directors Meeting January 5, 2022

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

**\*\*\*\*Convene Regular Meeting at 10:15 a.m.\*\*\*\***

#### LOCATION

**San Bernardino County Transportation Authority  
Santa Fe Depot – First Floor Lobby Board Room  
1170 W. 3rd Street, San Bernardino, CA**

#### Board of Directors

##### President

Curt Hagman, Supervisor  
*County of San Bernardino*

##### Vice-President

Art Bishop, Council Member  
*Town of Apple Valley*

Daniel Ramos, Mayor Pro Tem  
*City of Adelanto*

Paul Courtney, Mayor  
*City of Barstow*

Rick Herrick, Mayor  
*City of Big Bear Lake*

Eunice Ulloa, Mayor  
*City of Chino*

Ray Marquez, Mayor  
*City of Chino Hills*

Frank Navarro, Mayor  
*City of Colton*

Acquanetta Warren, Mayor  
*City of Fontana*

Darcy McNaboe, Mayor  
*City of Grand Terrace*

Cameron Gregg, Mayor  
*City of Hesperia*

Larry McCallon, Mayor Pro Tem  
*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, Mayor Pro Tem  
*City of Ontario*

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

Paul Barich, Mayor  
*City of Redlands*

Deborah Robertson, Mayor  
*City of Rialto*

John Valdivia, Mayor  
*City of San Bernardino*

Joel Klink, Council Member  
*City of Twentynine Palms*

Carlos A. Garcia, Council Member  
*City of Upland*

Debra Jones, Mayor  
*City of Victorville*

David Avila, Council Member  
*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*

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  
January 5, 2022**

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

**CLOSED SESSION**

**1. CONFERENCE WITH REAL PROPERTY NEGOTIATORS**

Pursuant to Government Code Section 54956.8 -- 2 Properties

- a. Property: 11208 Azusa Ct., Rancho Cucamonga (APNos: 0209-272-11-0000, 0209-272-22-0000, and a portion of 0209-143-21-0000)  
Agency Negotiator: Carrie Schindler, Director of Transit and Rail  
Negotiating Party: John Gillison, City of Rancho Cucamonga, City Manager  
Under Negotiation: Price and terms of payment
- b. Property: San Gabriel Subdivision Railroad Right-of-Way between MP 41.6 and MP 43 (APNos: 0209-143-10-0000, 0209-143-14-0000, 0209-143-21-0000, 0229-111-14-0000, 0229-111-20-0000, and 0229-121-01-0000)  
Agency Negotiator: Carrie Schindler, Director of Transit and Rail  
Negotiating Parties: Sarah Watterson, DesertXpress West, LLC.  
Under Negotiation: Price and terms of payment

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

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

**CALL TO ORDER**

(Meeting Chaired by Curt Hagman)

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

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## **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. 19

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. October and November 2021 Procurement Report**

Pg. 49

Receive the October and November 2021 Procurement Report.

**Presenter: Jeffery Hill**

**This item was received by the General Policy Committee on December 8, 2021.**

### **3. Fiscal Year 2022/2023 Budget Schedule**

Pg. 58

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

Approve the Fiscal Year 2022/2023 Budget Schedule.

**Presenter: Hilda Flores**

**This item was reviewed and unanimously recommended for approval by the General Policy Committee on December 8, 2021.**

### **4. Budget to Actual Report for First Quarter Ending September 30, 2021**

Pg. 60

Receive and file the Budget to Actual Report for the first quarter ending September 30, 2021.

**Presenter: Hilda Flores**

**This item was received by the General Policy Committee on December 8, 2021.**

### **5. Approve Agreement No. 21-1002703 with Tyler Technologies, Inc.**

Pg. 69

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

Approve Agreement No. 21-1002703 with Tyler Technologies, Inc., for Financial Management Software System maintenance through December 31, 2026, for a total not-to-exceed amount of \$275,000.

**Presenter: Hilda Flores**

**This item was reviewed and recommended for approval (7-1-0; Opposed: Cook) by the General Policy Committee on December 8, 2021. SBCTA General Counsel, Procurement Manager and Risk Manager have reviewed this item and the draft agreement.**

**6. Addendum No. 1 to Agreement No. 22-1002745 "ChargePoint Master Services Subscription Agreement" Pg. 100**

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

A. Ratify Agreement No. 22-1002745, "ChargePoint Master Services Subscription Agreement," approved by the Executive Director on October 31, 2017, and continuing perpetually until all ChargePoint services are terminated.

B. Approve Addendum No. 1 to Agreement No. 22-1002745, "ChargePoint Master Services Subscription Agreement," effective upon the issuance of the Notice to Proceed, continuing perpetually until all ChargePoint services are terminated. **Presenter: Ivan Ramirez**

**This item was reviewed and recommended for approval (7-1-0; Opposed: Cook) by the General Policy Committee on December 8, 2021. SBCTA General Counsel, Procurement Manager and Risk Manager have reviewed this item and the draft Addendum.**

**7. Fiscal Year 2021/2022 Initiatives and Action Plan - Second Quarter Report Pg. 127**

Receive the Fiscal Year 2021/2022 Initiatives and Action Plan - Second Quarter Report.

**Presenter: Raymond Wolfe**

**This item was received by the General Policy Committee on December 8, 2021.**

**Consent - Air Quality/Traveler Services**

**8. Cooperative Agreement No. 22-1002690 to continue to develop/start implementing an Inland Regional Energy Network Pg. 137**

That the Board, acting as the San Bernardino Associated Governments:

A. Approve Agreement No. 22-1002690 between Coachella Valley Association of Governments (CVAG), San Bernardino Associated Governments (SANBAG) and Western Riverside Council of Governments (WRCOG), for the continued development, coordination and initial implementation efforts for a Regional Energy Network (REN) that authorizes payment of \$15,000 to WRCOG for the SANBAG share of expenses and to ratify expenses already incurred; to be effective July 1, 2021.

B. Receive a status update regarding the Board of Director's authorization in January of 2019 for staff to pursue the development of a REN for San Bernardino and Riverside counties in coordination with WRCOG and CVAG. **Presenter: Kelly Lynn**

**This item was reviewed and unanimously recommend for approval by the General Policy Committee on December 8, 2021. SANBAG General Counsel and Risk Manager have reviewed this item and the draft agreement.**

**Consent - Project Delivery**

**9. Interstate 10 Eastbound Truck Climbing Lane Release Request for Proposals for Construction Management Services Pg. 154**

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

Authorize the release of Request for Proposals No. 22-1002731 for Construction Management Services for the Interstate 10 Eastbound Truck Climbing Lane Project.

**Presenter: Khalid Bazmi**

**This item was reviewed and recommended for approval (16-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on December 9, 2021. SBCTA General Counsel, Procurement Manager and Risk Manager have reviewed this item and the draft RFP.**

- 10. Updated List of Right-of-Way Properties** Pg. 189
- Receive and file the updated list of Right-of-Way property acquisitions for Project Delivery Department projects, which include changes to the Board of Directors authorized property lists and provides the current listing of San Bernardino County Transportation Authority Project Delivery Eminent Domain actions.
- Presenter: Tracy Escobedo**
- This item was received by the Metro Valley Study Session on December 9, 2021.** Pg. 214
- 11. Interstate 10 Corridor (Contract 1) Project Update**
- Receive and file the Interstate 10 Corridor (Contract 1) Project Update.
- Presenter: Paula Beauchamp**
- This item was received by the Board of Directors Metro Valley Study Session on December 9, 2021.**
- 12. New California Highway Patrol Construction Zone Enhanced Enforcement Program Contract No. 22-1002734** Pg. 217
- That the Board, acting as the San Bernardino County Transportation Authority:
- Approve the California Highway Patrol (CHP) Construction Zone Enhanced Enforcement Program (COZEEP) Contract No. 22-1002734 as to form and authorize the Executive Director, or his designee, to execute the contract upon receipt of the signed agreement from the CHP for a not-to-exceed amount of \$5,000,000, and a five (5) year duration.
- Presenter: Tim Hilton**
- This item was reviewed and recommended for approval (14-0-0) without a quorum of the Board present at the Board of Directors Metro Valley Study Session on December 9, 2021. SBCTA General Counsel and Risk Manager have reviewed this item and the draft contract. Staff informed the Board members of the following update: On December 7, 2021, a CHP representative notified SBCTA staff that a five (5) year duration may not be acceptable and a three (3) year duration may be the maximum allowable duration. This conversation will continue. If the 3-year duration is incorporated as the duration then the funding amount will be proportionally reduced.**
- 13. Request for Proposals for Final Design Services for Interstate 10 Corridor Freight and Express Lane Project - Contract 2** Pg. 231
- That the Board, acting as the San Bernardino County Transportation Authority:
- Authorize the release of Request for Proposals No. 22-1002722 for preparation of Plans, Specifications, and Estimates for the Interstate 10 Corridor Freight and Express Lane Project - Contract 2.
- Presenter: Sal Chavez**
- 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 November 10, 2021. SBCTA General Counsel, Procurement Manager and Risk Manager have reviewed this item and the draft RFP. This item differs from the Metro Valley Study Session agenda in that it allows for the design of either a single or dual express lane in each direction for the I-10 Corridor Freight and Express Lane Project – Contract 2. This change was read into the staff report at the Metro Valley Study Session.**

**14. State Route 210/Waterman Avenue Interchange Project City of San Bernardino Cooperative Agreement** Pg. 247

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

Approve Cooperative Agreement No. 22-1002720 with the City of San Bernardino (City), for the delivery of the Project Approval/Environmental Document, Plans, Specifications and Estimate, Right-of-Way and Construction phases of the State Route 210/Waterman Avenue Interchange Project, for a total funding of \$5,885,000 consisting of \$1,398,270, in City funds and \$4,486,730 of Measure I Valley Freeway Interchange Program funds.

**Presenter: Sal Chavez**

**This item was reviewed and recommended for approval (14-0-0) without a quorum of the Board present at the Board of Directors Metro Valley Study Session on December 9, 2021. SBCTA General Counsel and Risk Manager have reviewed this item and the draft cooperative agreement.**

**Consent - Regional/Subregional Planning**

**15. Toll Revenue Policy and Clean Truck Program for the Interstate 10 and US 395 Corridors in San Bernardino County** Pg. 262

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

A. Adopt the following toll revenue policy for Interstate 10 (I-10) Express Lanes Contract 2:

1. Operate the Express Lanes System
2. Maintain the Express Lanes System
3. Maintain Measure I Debt Service Payments
4. Contribute to Clean Truck Program in the I-10 Corridor
5. Complete the Express Lane System
6. Implement Transit and Corridor Improvements in the I-10 Corridor

B. Direct staff to develop a Clean Truck Program and Implementation Plan incorporating the I-10 Express Lanes Contract 2 Toll Revenue Policy for I-10 and the California Transportation Commission's proposed clean truck fueling infrastructure funding opportunity through the Trade Corridor Enhancement Program (TCEP) for both I-10 and the US 395.

**Presenter: Steve Smith**

**This item was reviewed by the I-10 and I-15 Joint Sub-Committee on November 10, 2021 and was reviewed and recommended for approval (13-0-0) without a quorum of the Board present at the Board of Directors Metro Valley Study Session on December 9, 2021.**

**Consent - Transit**

**16. Request for Proposals No. 22-1002744 for On-call Transit and Rail Services** Pg. 268

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

Authorize the Executive Director, or his designee, to release the Request for Proposals No. 22-1002744, for qualified firms to provide On-Call Transit and Rail Services.

**Presenter: Carrie Schindler**

**This item was reviewed and unanimously recommend for approval by the Transit Committee on December 9, 2021. SBCTA General Counsel and Procurement Manager have reviewed this item and the draft Scope of Work.**

**17. San Bernardino County Multimodal Transportation Quarterly Update** Pg. 271

Receive and file the San Bernardino County Multimodal Transportation Quarterly Update.

**Presenter: Nancy Strickert**

**This item was received by the Transit Committee on December 9, 2021.**

**18. Mountain Transit Short Range Transit Plan** Pg. 302

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

A. Receive and file a report on the Mountain Transit Short Range Transit Plan from Michelle Kirkoff of MK Consulting.

B. Approve the Mountain Transit Short Range Transit Plan for Fiscal Year 2021/2022 - 2025/2026.

**Presenter: Nancy Strickert**

**This item was reviewed and unanimously recommend for approval by the Transit Committee on December 9, 2021.**

**Consent - Legislative/Public Outreach**

**19. State Legislative Update** Pg. 315

Receive and file the December 2021 State Legislative Update.

**Presenter: Otis Greer**

**This item was received by the Legislative Policy Committee on December 8, 2021.**

**20. Federal Legislative Update** Pg. 323

Receive and file the December 2021 Federal Legislative Update.

**Presenter: Otis Greer**

**This item was received by the Legislative Policy Committee on December 8, 2021.**

**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 - Transit**

**21. Hearing to Consider Resolutions of Necessity for Property Interests for the West Valley Connector Project** Pg. 328

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

A. Conduct public hearings to consider condemnation of interests in real property described more particularly in each of the Resolutions of Necessity described below (referred to below collectively as the "Subject Property Interests"), which are required for the West Valley Connector Project.

~~B. Upon completion of the public hearing, that the Board of Directors adopt the Resolution of Necessity No. 22-010 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 owned by Riad Bacily and Tamer Bacily (APN 1011-121-22). The Resolution must be approved by at least a two-thirds vote of the Board of Directors; and~~

Agenda Item 21 (cont.)

C. Upon completion of the public hearing, that the Board of Directors adopt the Resolution of Necessity No. 22-011 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 owned by Starbridge (Ontario) Investment, LLC, a California Limited Liability Company (APN 0210-211-33). The Resolution must be approved by at least a two-thirds vote of the Board of Directors; and

D. Upon completion of the public hearing, that the Board of Directors adopt the Resolution of Necessity No. 22-012 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 owned by NRP Developments, Inc. a California Corporation, (APN 1011-141-06). The Resolution must be approved by at least a two-thirds vote of the Board of Directors; and

E. Upon completion of the public hearing, that the Board of Directors adopt the Resolution of Necessity No. 22-013 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 owned by William S. Short & Audree L. Short (APNs 1011-141-11, 1011-141-13 & 1011-141-30). The Resolution must be approved by at least a two-thirds vote of the Board of Directors; and

F. Upon completion of the public hearing, that the Board of Directors adopt the Resolution of Necessity No. 22-014 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 owned by Hamid Reza DiBadj & Telma F. Roshanravan, Trustees of the DiBadj Family 2018 Revocable Trust (APN 1011-141-16). The Resolution must be approved by at least a two-thirds vote of the Board of Directors; and

G. Upon completion of the public hearing, that the Board of Directors adopt the Resolution of Necessity No. 22-015 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 owned by Khang Bao Lieu (APN 1011-141-35). The Resolution must be approved by at least a two-thirds vote of the Board of Directors; and

H. Upon completion of the public hearing, that the Board of Directors adopt the Resolution of Necessity No. 22-016 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 owned by Holt-San Antonio, LLC, a California Limited Liability Company (APN 1048-591-28). The Resolution must be approved by at least a two-thirds vote of the Board of Directors; and

I. Upon completion of the public hearing, that the Board of Directors adopt the Resolution of Necessity No. 22-017 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 owned by MMOS, Inc. a California Corporation, (APN 1048-604-14). The Resolution must be approved by at least a two-thirds vote of the Board of Directors; and

J. Upon completion of the public hearing, that the Board of Directors adopt the Resolution of Necessity No. 22-018 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 owned by AJ1 Development, LLC, a California Limited Liability Company (APN 1048-604-15). The Resolution must be approved by at least a two-thirds vote of the Board of Directors; and

Agenda Item 21 (cont.)

~~K. Upon completion of the public hearing, that the Board of Directors adopt the Resolution of Necessity No. 22-019 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 owned by Annette Marie Durrizague, Trustee of Trust A created under the Durrizague 2003 Revocable Trust dated June 18, 2003, as to an undivided 50% interest; Annette Marie Durrizague, Trustee of Trust B created under the Durrizague 2003 Revocable Trust dated June 18, 2003, as to an undivided 42% interest; and Annette Marie Durrizague, Trustee of Trust C created under the Durrizague 2003 Revocable Trust dated June 18, 2003, as to an undivided 8% interest (APN 1049-011-02). The Resolution must be approved by at least a two-thirds vote of the Board of Directors; and~~

L. Upon completion of the public hearing, that the Board of Directors adopt the Resolution of Necessity No. 22-020 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 owned by Chi Hong Chiang & Hui-Chuan Wang, Trustees of the Chiang Family Trust dated July 8, 2010 (APNs 1049-021-03 & 1049-021-04). The Resolution must be approved by at least a two-thirds vote of the Board of Directors; and

M. Upon completion of the public hearing, that the Board of Directors adopt the Resolution of Necessity No. 22-022 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 owned by Salvador & Maria C. Ayala, (APN 1048-512-17). The Resolution must be approved by at least a two-thirds vote of the Board of Directors; and

N. Upon completion of the public hearing, that the Board of Directors adopt the Resolution of Necessity No. 22-023 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 owned by Albert and Bertha Aleman (APN 1048-512-10). The Resolution must be approved by at least a two-thirds vote of the Board of Directors; and

O. Upon completion of the public hearing, that the Board of Directors adopt the Resolution of Necessity No. 22-025 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 owned by Yolanda Chavez (APN 1048-512-16). The Resolution must be approved by at least a two-thirds vote of the Board of Directors; and

P. Upon completion of the public hearing, that the Board of Directors adopt the Resolution of Necessity No. 22-027 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 owned by Sen Mou Shih and Wei-Cho Shih, as to an undivided 50% interest; and Chung Hsien Lee & Shu Luan Feng Lee, as to an undivided 50% interest (APN 0110-071-02). The Resolution must be approved by at least a two-thirds vote of the Board of Directors; and

Q. Upon completion of the public hearing, that the Board of Directors adopt the Resolution of Necessity No. 22-028 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 owned by Qu's Holding, LLC, a California Limited Liability Company (APNs 0110-071-06 & 0110-071-07). The Resolution must be approved by at least a two-thirds vote of the Board of Directors; and

Agenda Item 21 (cont.)

R. Upon completion of the public hearing, that the Board of Directors adopt the Resolution of Necessity No. 22-029 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 owned by Anthony Ditommaso, as to an undivided 42.026% interest; Jeanne D. Bruno, as to an undivided 42.026% interest; Deanna P. Brost, (formerly Deanna P. Ditommaso), Trustee of the Deanna P. Brost Separate Property Trust dated June 28, 2005, as to an undivided 5.316% interest; Christopher F. Ditommaso, Trustee of the Christopher F. Ditommaso Separate Property Trust dated August 2, 2005, as to an undivided 5.316% interest; Franklin J. Bruno, Trustee of the Franklin J. Bruno Living Trust, as to an undivided 2.658% interest, and Anthony Ditommaso and Beverly B. Ditommaso, Trustees of the Anthony & Beverly Ditommaso Living Trust dated April 23, 2003 as to an undivided 2.658% interest (APN 0110-081-07). The Resolution must be approved by at least a two-thirds vote of the Board of Directors; and

~~S. Upon completion of the public hearing, that the Board of Directors adopt the Resolution of Necessity No. 22-030 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 owned by Holt Blvd. LLC, a California Limited Liability Company (APN 0110-081-08). The Resolution must be approved by at least a two-thirds vote of the Board of Directors; and~~

T. Upon completion of the public hearing, that the Board of Directors adopt the Resolution of Necessity No. 22-032 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 owned by Holt LPIV 3 LLC, a Delaware Limited Liability Company (APNs 0110-111-02, 0110-111-03, 0110-111-11 & 0110-111-12). The Resolution must be approved by at least a two-thirds vote of the Board of Directors; and

U. Upon completion of the public hearing, that the Board of Directors adopt the Resolution of Necessity No. 22-034 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 owned by Muhammad and Iqbal M. Tremazi (APN 1049-131-06). The Resolution must be approved by at least a two-thirds vote of the Board of Directors; and

V. Upon completion of the public hearing, that the Board of Directors adopt the Resolution of Necessity No. 22-035 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 owned by Patrick F. Grabowski and Janis Grabowski, Trustees of that Certain Revocable Declaration of Trust, known as the 2012 Grabowski Revocable Trust, dated June 21, 2012 (APNs 0110-072-10 & 0110-072-11). The Resolution must be approved by at least a two-thirds vote of the Board of Directors; and

~~W. Upon completion of the public hearing, that the Board of Directors adopt the Resolution of Necessity No. 22-036 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 owned by Holt Blvd. LLC, A California Limited Liability Company (APN 0110-081-13). The Resolution must be approved by at least a two-thirds vote of the Board of Directors; and~~



Agenda Item 21 (cont.)

X. Upon completion of the public hearing, that the Board of Directors adopt the Resolution of Necessity No. 22-037 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 owned by Rowlands Properties, a California Partnership (APNs 0110-101-01; 0110-111-09 & 0110-111-10). The Resolution must be approved by at least a two-thirds vote of the Board of Directors; and

Y. Upon completion of the public hearing, that the Board of Directors adopt the Resolution of Necessity No. 22-038 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 owned by Ontario CNG Property LLC, a California Limited Liability Company (APN 0110-101-13). The Resolution must be approved by at least a two-thirds vote of the Board of Directors.

**Presenter: Ramie Dawit**

**This item was reviewed and unanimously recommend for approval by the Transit Committee on December 9, 2021. SBCTA General Counsel has reviewed this item and the draft resolutions.**

**22. Tunnel to Ontario International Airport Update & Release of Request for Proposals No. 22-1002758 for Environmental Services Contract** Pg. 365

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

A. Receive and file an update on Request for Proposals (RFP) No. 21-1002450 for the Tunnel to Ontario International Airport (ONT) Infrastructure Developer contract issued to The Boring Company.

B. Provide direction to staff regarding a revised approach to proceeding with environmental clearance review of the Tunnel to ONT Project, including authorizing the release of RFP No. 22-1002758 for Environmental Services Contract for preparation of a combined California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) document for the Tunnel to ONT Project and subsequent extension to the Rancho Cucamonga Civic Center, in accordance with Recommendation C.

C. Authorize the negotiation of a cooperative agreement with the City of Rancho Cucamonga (City) for additional environmental services, at the City's request and cost, for an extension of the proposed Tunnel to ONT between the Cucamonga Station and the Rancho Cucamonga Civic Center under the proposed RFP No. 22-1002758, with the final proposed cooperative agreement coming back to the SBCTA Board of Directors for consideration of approval no later than when the environmental services contract associated with RFP No. 22-1002758 is presented for approval.

**Presenter: Carrie Schindler**

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

## **Discussion - Administrative Matters**

### **23. Public Hearing to Consider Resolution No. 22-007 Establishing a Fee Schedule for Use of Electric Vehicle Charging Stations** Pg. 466

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

A. Conduct a public hearing to consider the proposed fee schedule for use of electric vehicle (EV) charging stations located at the San Bernardino County Transportation Authority's (SBCTA) east parking lot, the San Bernardino Metrolink station at the Santa Fe Depot, and the San Bernardino Transit Center.

B. Upon completion of the public hearing, adopt Resolution No. 22-007 implementing the fee schedule for EV charging stations located in all three lots.

**Presenter: Duane Baker**

**This item was reviewed and recommended for approval (7-1-0; Opposed: Cook) by the General Policy Committee on December 8, 2021. SBCTA General Counsel has reviewed this item and the draft resolution.**

### **24. Discussion of In-Person and Virtual Board and Committee Meetings** Pg. 473

That the Board, acting as the San Bernardino County Transportation Authority (SBCTA) and the San Bernardino Associated Governments (SBCOG):

Consider the appropriate format for Board and committee meetings and provide direction to staff.

**Presenter: Duane Baker**

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

### **25. Draft Resolution No. 22-040 and Draft Bonding Documents to Refund the 2012 Bonds** Pg. 475

Receive a presentation of the draft documents to refund the 2012 bonds, which include Resolution No. 20-040, Bond Purchase Agreement, Preliminary Official Statement, Fifth Supplemental Indenture, and Continuing Disclosure Agreement.

**Presenter: Hilda Flores**

**This item has not received prior policy committee or technical advisory committee review. SBCTA General Counsel has reviewed this item and the draft resolution and draft bond documents.**

### **26. Presentation of the Annual Comprehensive Financial Report for Fiscal Year 2020/2021** Pg. 609

Receive the San Bernardino Country Transportation Authority's Annual Comprehensive 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 2020/2021.

**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 8, 2021.**

## **Public Comment**

Brief Comments from the General Public

## **Comments from Board Members**

Brief Comments from Board Members

## **Executive Director's Comments**

Brief Comments from the Executive Director

## **ADJOURNMENT**

## **Additional Information**

Attendance

Pg. 612

Acronym List

Pg. 614

## **Agency Reports**

Mobile Source Air Pollution Reduction Review Committee Agency Report

Pg. 617

## **Committee Membership**

Representatives on SCAG Committees

Pg. 621

Appointments to External Agencies

Pg. 622

Committee Membership

Pg. 624

## **Mission Statement**

Mission Statement

Pg. 629

## Meeting Procedures and Rules of Conduct

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

**Accessibility** - The meeting facility is accessible to persons with disabilities. If assistive listening devices or other auxiliary aids or services are needed in order to participate in the public meeting, requests should be made through the Clerk of the Board at least three (3) business days prior to the Board meeting. The Clerk can be reached by phone at (909) 884-8276 or via email at [clerkoftheboard@gosbcta.com](mailto:clerkoftheboard@gosbcta.com) and office is located at 1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor, San Bernardino, CA.

**Agendas** – All agendas are posted at [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. Agendas are also posted at 1170 W. 3<sup>rd</sup> Street, 1st Floor, San Bernardino at least 72 hours in advance of the meeting.

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

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

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

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

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

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

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

## **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 2022

**SBCTA Meetings – Cancelled:** Metro Valley Study Session  
I-10/I-15 Corridor Joint Sub-Committee  
Mountain/Desert Policy Committee

### SBCTA Meetings – Scheduled:

General Policy Committee	Jan 12	9:00 am	SBCTA Lobby, 1 <sup>st</sup> Floor
Legislative Policy Committee	Jan 12	9:30 am	SBCTA Lobby, 1 <sup>st</sup> Floor
Transit Committee	Jan 13	9:00 am	SBCTA Lobby, 1 <sup>st</sup> Floor
Metro Valley Study Session	CANCELLED	---	SBCTA Lobby, 1 <sup>st</sup> Floor
I-10/I-15 Corridor Joint Sub-Committee	CANCELLED	---	SBCTA Lobby, 1 <sup>st</sup> Floor
Mountain/Desert Committee	CANCELLED	---	Mojave Desert AQMD

### Other Meetings/Events:

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### SBCTA Offices will be CLOSED:

- **Monday, January 17th, Martin Luther King, Jr. Holiday**

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



## ***Minute Action***

### AGENDA ITEM: 1

***Date:*** January 5, 2022

***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:

Item No.	Contract No.	Principals & Agents	Subcontractors
5	21-1002703	Tyler Technologies, Inc. <i>Robert Kennedy-Jensen</i>	None
6	22-1002745	ChargePoint, Inc. <i>Rex Jackson, CFO</i> <i>Pasquale Romano, CEO</i>	None
8	22-1002690	Coachella Valley Association of Governments <i>Public Agency</i>  Western Riverside Council of Governments <i>Public Agency</i>	Frontier Energy, Inc. <i>Nancy Barber</i>
10	APN 1083-011-01	Kuzina Development LLC	None
	APN 1083-071-14	Shil & Minah Park	None
	APN 1083-071-04	Dennys, Inc	None
	APN 1083-071-26	Patel & Joshi Hospitality Corp	None
	APN 1083-071-10	Golden Arch Limited Partnership	None
	APN 1083-011-05	Malkhasian, Gary K. & Malkhasian, Andrew S.	None

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

## Board of Directors Agenda Item

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	APN 0275-231-25	Simon	
	APN 0275-231-46	Clark Revoc Trust	
	APN 0275-232-05	Lugo	
	APN 1167-141-05	Hyrosen Properties, Inc.	None
	APN 0275-231-68	Hadjiconstantis	None
	APN 1167-231-10	Curatolo Family Trust	None
	APN 1167-151-01 1167-161-01	Georgia Capital, LLC	None
	APN 1167-141-10 1167-141-11	C-Y Development Co	None
	APN 1167-141-03 1167-141-04	Circle P Holdings LLC (Formerly “IE Rollersports”)	None
	APN 1167-141-02	Yasin	None
	APN 1167-141-09	Adcock	None
	APN 1167-141-01	Tanios	None
	APN 1167-141-08	City of Grand Terrace	None
	APN 1167-231-22 1167-231-22 1167-231-23 1167-231-24 1167-231-25 1167-231-26 1167-231-27 1167-231-28	Stater Bros Markets	None

	APN 1167-231-20	Sdg Investments LLC	None
	APN 1167-231-24	Autozone Development	None
	APN 1167-231-11	Yasin	None
	APN 0275-232-04	Terrace Union School District S.B. Co.	None
	APN 1167-121-08 1167-131-13	City of Riverside	None
	APN 1167-121-11	Lambert Family Trust	None
	APN 1167-121-10	Adams Revocable Living Trust	None
	APN 1167-121-01	Mcduffee Trust	None
	APN 1167-121-09	Furnas Family Trust	None
	APN 1167-121-02	Tilley	None
	APN 0275-223-16	2881 Hulen Place LLC	None
	APN 0275-223-27	Hughes	None
	APN 0275-231-27 0275-231-28	57th Saga LLC	None
	APN 0275-231-47	Clark	None
	APN 0275-231-69	Terrace Village Rv Park LLC	None
	APN 0275-232-10	Gutierrez	None
	APN 0275-231-57 0275-231-58	City of Grand Terrace	None

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0275-231-59 0275-231-60 0275-231-61 0275-231-62 0275-231-63 0275-231-64 0275-231-65 0275-231-66		
APN 0275-231-11	Macias	None
APN 0275-231-12	Llewellyn	None
APN 1167-151-09	Mark & J Pierce Family Trust	None
APN 1167-151-08	SCE	None
APN 1167-151-14	City of Riverside	None
APN 0275-232-09	Elawar	None
APN 1167-151-07	Colton Industrial Properties	None
APN 1191-121-26	Bottini, Steven & Berta Lisa	None
APN 1191-121-25	Cu, Dennis & Teresita	None
APN 1191-121-24	Rochester, Terresa M	None
APN 1191-121-23	Chiem, Katherine	None
APN 1191-121-22	2015-2 Ih2 Borrower LP	None
APN 1191-121-21	Holley, Manuel L	None
APN 1191-121-36	Dejesus Tavares Perez, Jose	None

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	APN 1200-181-01	Mdm Pts-LP	None
	APN 1200-421-02 1200-421-03	Focus Baseline, LLC	None
	APN 1191-315-09, 10	Plasencia, Gloria	None
	APN 1191-294-25	Willow Creek Townhouses LLC	None
	APN 1191-294-26	Agoura Willowcreek LTD	None
	APN 1201-051-16	YN Properties LLC	None
	APN 1201-051-17	Koam Property Invest, Inc	None
	APN 0285-176-16	Highland And Sterling LLC	None
	APN 0290-271-07, 08	Robertson's Ready Mix	None
	APN 0290-271-02	City of Redlands / Cemex	None
	APN 1191-121-34	San Bernardino County Flood Control District	None
	APN 0253-171-16	Boruchin , John Tr	None
	APN 0253-052-23	Williams, Dennis, R Jr.	None
	APN 0253-052-24	Jimenez, Robert E & Rachel R Fam. Tr.	None
	APN 0253-052-25	Alvarado, Eduardo R	None
	APN 0253-052-26	Boeche, Harold A Tr.	None
	APN 0253-052-27, 0253-052-28	O and R Four Wheel Drive Center	None

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	APN 0253-192-30, 0253-192-32	Gomes, Amanda K	None
	APN 0253-203-35	Perez, Reggie	None
	APN 0253-203-32	Ramirez, Ramon	None
	APN 0253-203-36	Mojica, Hector L	None
	APN 0252-161-08	Lopez, Javier O	None
	APN 0252-161-09, 0252-161-10	Bloomington Park & Recreation Dist	None
	APN 0252-161-11	Owens, William H Testamentary Trust	None
	APN 0252-161-12	Campgrounds of America LLC	None
	APN 0252-161-36	Toman, Mary A Tr	None
	APN 0252-161-61	Cofrancesco, Louis K & Evelyn Liv Tr	None
	APN 0252-161-65	Hamula, Kirk D & Oralia Z Rev Tr 9-1	None
	APN 0252-161-57, 0252-161-58	Log Cabin Mobile Home Park LLC	None
	APN 0253-205-01	Hernandez, Freddie s	None
	APN 0253-205-21	Del Rio, Victor m	None
	APN 0253-241-07	Secure RV Storage Inc.	None
	APN 0253-205-23	Garcia, Alfredo P	None

APN 0253-205-25	Gomez, George & Alice A REV TR 12-9-	None
APN 0253-205-26, 0253-205-27	Sanchez, Francisco Javier Cesena	None
APN 0253-205-28	Cota, Gregorio	None
APN 0253-205-29	Garcia, Steve	None
APN 0253-205-24	Jahnke, Natalie C	None
APN 0253-211-50 0254-232-05 0253-171-07	Southern Pacific Co (UPRR)	None
APN 1015-021-34, 1015-071-10	San Bernardino County Flood Control District	None
APN 1015-041-06	Lucrative Network LLC	None
APN 1015-041-07	G6 Hospitality	None
APN 1015-041-12	Amtee Investments	None
APN 1015-301-01	Elite Dynamics	None
APN 1015-271-05	Thrifty Oil Company	None
APN 3103-511-06	Mohrekesh Ozzie 2-21-6	None
APN 3103-511-05	Adelanto Seneca Land LLC	None
APN 3103-551-04	Leu Liu & Associates	None
APN 3103-551-02	Leu Liu & Associates	None

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APN 3135-321-10	Aggarwal Madan Mohan	None
APN 3135-321-09	Ancona Salvatore & Camilla	None
APN 3135-321-07	Mohrekesh Ozzie 02-21-06/Taheri Mehdi	None
APN 3135-321-05	Yen Hensey S/Ou Ginau Pei	None
APN 3135-361-03	Xmr Investments LLC	None
APN 3135-361-02	Ong-Veloso Mariquita L	None
APN 3135-291-14	Villa-Adelanto	None
APN 3135-291-13	Abadi Walnut Creek Prop	None
APN 3135-291-11	Lu Hawshing 11-5-04	None
APN 3135-291-10	Southern California Edison Co	None
APN 3135-291-06	Southern California Edison Co	None
APN 3135-291-03	Southern California Edison Co	None
APN 3135-351-13	Dora Land	None
APN 3135-351-07	Dora Land	None
APN 3135-341-32	Choi Jeong Man/Chong Pok 8	None
APN 3135-341-17	Choi Jeong Man/Chong Pok 8	None
APN 3135-341-16	City of Victorville (Owner of Record Shows Jin Hyuk Kim And Hyun Joon Shin)	None



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APN 3135-341-01	Ong Pheng/Tang Ken	None
APN 3135-201-15	Adelanto Towne Center LLC	None
APN 3135-201-13	Adelanto Towne Center LLC	None
APN 3135-201-10	Adelanto Towne Center LLC	None
APN 3135-201-09	Adelanto Towne Center LLC	None
APN 3135-201-08	Adelanto Towne Center LLC	None
APN 3128-591-01	Par International Enterprises Inc	None
APN 3128-561-06	Huang Sam 2-21-96/Song Legacy Gift	None
APN 3128-561-01	Kwan 5 & 19/Kwan 08 & Huang- Khaleeli 7 (Owner of record shows Mee Song, Song Legacy Gift Trust)	None
APN 3128-531-12	Woolsey Roy B Jr & Louise J	None
APN 3128-241-12	Diponio John & Rita M	None
APN 3128-241-13	Diponio John & Rita M	None
APN 3128-241-08	City of Los Angeles	None
APN 3128-241-04	Diponio John & Rita M	None
APN 3128-231-07	M & M Roshan Family Childrens 6-2	None
APN 3128-231-06	Mehdi Mostaedi	None
APN 3128-231-05	Storage Direct Partners III LLC	None

	APN 3128-231-04	Han Moon Suk & N Hee	None
	APN 3128-221-05	Adelanto Pyramid III	None
	APN 3128-221-25	City of Adelanto	None
	APN 3128-221-24	Dissolved Agency (Te) & Adelanto (Te)	None
	APN 0459-342-19	Intermountain Power Agency	None
	APN 0459-342-05	Moon Kristy/Moon Jenny	None
	APN 0459-342-03	Abadi Alex	None
	APN 0459-342-11	Murthorne Properties Inc	None
	APN 0459-352-11	Kingsford Street Investors LLC	None
	APN 0459-352-09	Kingsford Street Investors LLC	None
	APN 0459-352-03	Kingsford Street Investors LLC	None
	APN 0459-352-23	Kingsford Street Investors LLC	None
	APN 0459-253-23	Rock Foundation	None
	APN 0459-253-22	Rodriguez Everardo	None
	APN 0459-253-21	Rcn3 12 & 13/Rcn3 07	None
	APN 0459-253-20	Morrison Cindy M	None
	APN 0459-141-03	Gream Milliard A R & Lavonda	None

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APN 0459-141-31	Capri Mobile Home Park LLC	None
APN 0459-141-26	Mobile Home Park / Multiple Owners Listed	None
APN 3128-231-03	Ballpark Storage LLC	None
APN 3128-541-08	Jong Park, Jung Park	None
APN 3128-241-11	John Diponio, Rita Diponio	None
APN 3135-351-01	Caroline Key, Jackie Chung	None
APN 3135-351-02	Victorville Holdings LLC	None
APN 3128-571-01	Kimbao Incorporated	None
APN 0459-342-15	Carmine Paulicano Jr, Vivia Paulicano	None
APN 0459-342-16	Carmine Paulicano Jr, Vivia Paulicano	None
APN 0459-342-17	Carmine Paulicano Jr, Vivia Paulicano	None
APN 0459-342-18	Carmine Paulicano Jr, Vivia Paulicano	None
APN 0459-182-25	Roman Catholic Bishop of San Bernardino	None
APN 0459-182-27	City of Adelanto	None
APN 0459-182-28	City of Adelanto	None
APN 0108-381-23	Manek Holdings, LLC	None
APN 0108-381-30	Misty Lake Properties LP	None

	APN 0108-381-32	Regency Inn Ontario, LLC	None
	APN 0108-382-07	Kskb Holdings LLC	None
	APN 0108-501-43	Cube Smart LP	None
	APN 0108-501-46	W & W Ontario Partners LLC	None
	APN 0110-144-68	Amberwood Village	None
	APN 0110-172-03	City of Ontario	None
	APN 0110-172-09	De Berard Charles & Helen Tr 6-21-8	None
	APN 0110-172-10	Hp Lodging LLC	None
	APN 0110-181-19	1600 E 4th Street LLC	None
	APN 0110-191-33	Ds Hotel Investments Inc	None
	APN 0110-191-43	MI Casa III LP	None
	APN 0110-202-22	Guereque Norma A	None
	APN 0110-202-23	Aguirre Nicolas & Irma R	None
	APN 0110-202-24	Padilla Jose A Salvador Juanita	None
	APN 0110-202-46	Salehrabi Shay S	None
	APN 0110-311-52	Craig Development Corp	None
	APN 0110-311-53	Craig Development Corp	None

APN 0110-311-54	Craig Development Corp	None
APN 0110-311-55	Craig Development Corp	None
APN 0110-321-12	Padash Inc	None
APN 0110-321-70	Craig Development Corp	None
APN 0110-321-71	Craig Development Corp	None
APN 0110-321-72	Craig Development Corp	None
APN 0110-321-78	Craig Development Corp	None
APN 0110-311-55	Craig Development Corp	None
APN 0110-422-01	Cortez Efrain	None
APN 0110-422-02	Pedroza Sergio & Raquel	None
APN 0110-422-03	Torres Armando & Maria Armen	None
APN 0110-422-04	Criner James Charles	None
APN 0110-422-05	Dagoberto Pineda	None
APN 0110-422-08	Tamayo Maria M Tamayo Onathon	None
APN 0110-422-09	Garcia Jesus	None
APN 0110-422-10	Hernandez Salvador Hernandez Alberto	None
APN 0110-422-11	Juanmolina Tr	None

APN 0110-422-12	Ceja Janet	None
APN 0110-422-13	Purdy Margaret E Tr	None
APN 0110-422-14	Lucas Juan T Carrizales Loria Rodrigue	None
APN 0110-422-15	Stansbury John Jr & Brenda	None
APN 0110-422-16	Martinez Maricela	None
APN 0110-422-17	Pease Steven D & Christina D	None
APN 0110-422-18	Gonzales Gilbert M & Rosa L Fam Tru	None
APN 0110-422-19	Elizondo Francisca	None
APN 0110-422-20	Ferreri Gary S	None
APN 0110-422-21	Flores Gonzalo Andrade Hernandez Laura	None
APN 0110-422-22	Jose Francisco Aguilar	None
APN 0110-422-23	Avila Jose Isabel	None
APN 0110-422-24	Allende Miguel & Juana (Sp-Iguel)	None
APN 0110-422-25	Vega Octavio S & Rosa P	None
APN 0210-191-13	Sedona Court Adjacent LLC	None
APN 0210-191-15	AP-TRANSPARK LLC	None
APN 0210-191-16	Rexford Industrial Realty, LP	None

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	APN 0210-192-21	Ontario Airport Business Center LLC	None
	APN 0210-192-22	Ontario Airport Business Center LLC	None
	APN 0210-192-23	Ontario Airport Business Center LLC	None
	APN 0210-192-24	Ontario Airport Business Center LLC	None
	APN 0210-193-20	Southwest Regional Council of Carpen	None
	APN 0210-211-50	Plaza Continental Group, LLC	None
	APN 0210-212-20	Hearthstone Properties Pomona	None
	APN 0210-212-28	Laro Properties LP	None
	APN 0210-212-29	Citizens Business Bank	None
	APN 0210-212-30	Citizens Business Bank	None
	APN 0210-212-31	Citizens Business Bank	None
	APN 0210-212-32	501 Ponderosa LLC	None
	APN 0210-212-47	Lba Rv-Company, LLC	None
	APN 0210-212-55	Ontario Real Property Holdings LLC	None
	APN 0210-212-60	Prime A Investments LLC	None
	APN 0210-551-01	Carvana	None
	APN 0210-551-09	Dlr Holdings 4 LLC	None

	APN 0210-551-12	Centrelake Hospitality Inc	None
	APN 0210-551-13	Osaka-Panda Ontario Ltd	None
	APN 0210-551-14	Champana Development Group	None
	APN 0210-551-16	W E Ontario LLC	None
	APN 1008-181-07	5060 Montclair Plaza Lane Holdings L	None
	APN 1008-191-01	5060 Montclair Plaza Lane Holdings L	None
	APN 1008-191-04	5060 Montclair Plaza Lane Holdings L	None
	APN 1008-191-05	City of Montclair	None
	APN 1008-201-01	Moreno Street Prop LLC	None
	APN 1008-201-20	Blanche Cahvin Family Ltd Partnership	None
	APN 1008-201-22	Montclair Plaza Partners, LLC	None
	APN 1008-211-05	Canbemore, LLC	None
	APN 1008-211-06	Moreno St LLC	None
	APN 1008-211-04	Bbne Investments Montclair, LLC	None
	APN 1008-211-07	Bbne Investments Montclair, LLC	None
	APN 1008-242-07	Ct Retail Properties Finance II C	None
	APN 1008-261-10	Witt Virginia R Witt Darwin E	None



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	APN 1008-261-45	Church of Christ Inland Valley Inc	None
	APN 1008-272-08	Mountain Sixth Associates LLC	None
	APN 1008-283-31	Bernal Armando & Maria R	None
	APN 1008-283-32	Martin, Benedicto & Ruby T	None
	APN 1008-301-25	Obregon Francisco A & Rosa A	None
	APN 1008-301-26	Covert Family Living Trust (09/03/02)	None
	APN 1008-301-27	SBCTA-Owned	None
	APN 1008-301-28	Kennon Sharon	None
	APN 1008-301-34	Ryneer James	None
	APN 1008-301-35	SBCTA-Owned	None
	APN 1008-311-01	Maki Donald	None
	APN 1008-311-04	Maletto Annette R	None
	APN 1008-311-05	Gabriel Alejandre & Karen Alejandre	None
	APN 1008-311-06	City of Montclair	None
	APN 1008-311-16	Peniel Church	None
	APN 1008-311-17	City of Montclair	None
	APN 1008-311-18	City of Montclair	None

APN 1008-311-19	Cox Communications Pcs LP	None
APN 1008-331-07	Formosa Rentals LLC	None
APN 1008-331-08	9645 Asahi LLC	None
APN 1008-331-16	Pacific Monte Vista, LP	None
APN 1008-341-08	Pacific Monte Vista, LP	None
APN 1008-332-03	City of Montclair	None
APN 1008-332-04	Press On Properties, LLC/Ontario Nissan Inc	None
APN 1008-341-04	A & R Management And Dev Co No 3 Lp Black Stanley & Joyce Fam	None
APN 1008-344-06	Press On Properties, LLC/Ontario Nissan Inc	None
APN 1008-344-07	Press On Properties, LLC/Ontario Nissan Inc	None
APN 1008-351-07	A & R Management And Dev Co No 3 Lp Black Stanley & Joyce Fam	None
APN 1008-651-15	Peacemakers International; Agape Renewal Ministry	None
APN 1009-142-01	Monte Vista County Water District	None
APN 1009-144-43	The Anden Group	None
APN 1009-153-58	City of Montclair	None
APN 1009-153-60	City of Montclair	None
APN 1047-172-02	916 Deodar Street LLC	None

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	APN 1047-172-03	Spangler, Jeffrey & Denise Fam Tr 9	None
	APN 1047-172-13	Bnl Land, LLC	None
	APN 1047-172-15	Bnl Land, LLC	None
	APN 1047-172-17	T & S Allied Investments/ Tzyh-Der Sun (Prev: Acosta Rosa H)	None
	APN 1047-172-19	Wallace Kirk & Elena	None
	APN 1047-192-61	Hemphill Lewis E Tr Biggs Cynthia L Tr	None
	APN 1047-202-01	Reed Denise R	None
	APN 1047-202-16	Maldonado Luis M & Beatriz A	None
	APN 1047-202-17	Thanh Viet La Pham Giang Minh T	None
	APN 1047-202-18	Flores Antonio & Blanca	None
	APN 1047-211-01	Mullis Chester Jr & Mary E	None
	APN 1047-211-02	Ruvalcaba Manuel & Herminia	None
	APN 1047-211-06	Oprac	None
	APN 1047-221-47	Wu, Robert	None
	APN 1047-221-48	City of Upland	None
	APN 1047-231-05	Wssc Management, LLC	None
	APN 1047-243-10	Bush, Michael & Susan	None

APN 1047-252-02	Ramos, Jeanette R; Fierro, Marisa N	None
APN 1047-252-03	Delgado Joaquin B & Cecilia	None
APN 1047-252-04	Ramos Gilbert R & Evangelina	None
APN 1047-252-05	Cavallo Donald A	None
APN 1047-252-08	Palicki Family Trust 7/8/14	None
APN 1047-252-10	Espinosa Erasmo Jr & Mary L	None
APN 1047-252-11	Alvin Wilson Brown (Prev. Flores, Alex Rene)	None
APN 1047-252-12	Lee Timothy Randall David & Staci A	None
APN 1047-252-13	Matulionis Margis & Kathleen	None
APN 1047-252-18	Ceja Mary A	None
APN 1047-252-19	Holmes Glenn R & Mary Jane	None
APN 1047-252-20	Pratt Mary A Family Provisions Tr	None
APN 1047-252-21	Hall Christensen Marlys G	None
APN 1047-252-30	Mcbride Brian T & Linda J	None
APN 1047-252-31	Shirely Estelle	None
APN 1047-262-11	Epps Mary E	None
APN 1047-262-12	Mukhti Investment Group LLC	None

	APN 1047-262-26	The Stewart Group	None
	APN 1047-262-27	Stewart Group LLC The	None
	APN 1047-272-03	Kokuga Ronald H & Karen A	None
	APN 1047-272-04	Sotelo Norberto & Lisa	None
	APN 1047-272-05	Hayler Daniel & Leticia	None
	APN 1047-281-07	Herrera Isidro R & Irene F	None
	APN 1047-281-08	Herrera Antonio Jr	None
	APN 1047-281-22	Gonzalez, Joe H	None
	APN 1047-281-23	Osborn Marvin & Sandra Framily Tru	None
	APN 1047-281-37	Copeland Carole J Living Trust – Es	None
	APN 1047-281-38	Arvizo Tillie Irrevoacable Tr	None
	APN 1047-281-54	Bang, Michael	None
	APN 1047-281-55	Jones Charles & Sandy	None
	APN 1047-281-56	Cadena Michael A Jr & Berenice	None
	APN 1047-281-57	Reyes David J & Rosita	None
	APN 1047-281-58	John Reyes And Elizabeth T. Kossman; And David J. Reyes	None
	APN 1047-292-10	L2 Group Llc	None

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APN 1047-293-01	Childers Beverly Trust 10/10/12	None
APN 1047-294-01	Neville Jon Paul & Gaylean	None
APN 1047-294-02	Espejel Luis & Angeles	None
APN 1047-294-03	Andrade Albert A & Sheila M	None
APN 1047-294-04	Poulton Jim & Sharon Rev Tr 11/11/0	None
APN 1047-294-15	Hotaling Nichole C Becerra Albert	None
APN 1047-294-16	Cognet Guy Becerra Maryln Velaz	None
APN 1047-393-15	Sanchez Rebecca A	None
APN 1047-393-16	Baez Jose A Cervantes-Baez Norma	None
APN 1047-394-01	Corrales M Jonavi	None
APN 1047-394-02	Pirro, William F. Iii & Sandoval, Deserie A.	None
APN 1047-394-03	Bradshaw Family Trust 7-20-00	None
APN 1047-394-24	Ojeda Mario	None
APN 1047-394-25	Ruiz Irene	None
APN 1047-394-26	Flores Juan A Flores Blanca E	None
APN 1047-424-01	Perez 2003 Family Trust	None
APN 1047-424-02	Chen, Li Jun; Chen, Wen Bin	None

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APN 1047-424-03	Pham, Trac Ngoc	None
APN 1047-424-04	San Antonio Water Co	None
APN 1047-424-05	Limon Lamerto & Mirna	None
APN 1047-424-06	Medina Ricardo & Maria D	None
APN 1047-424-61	Euclid Garden Partnership	None
APN 1047-431-34	Arain, Mohammad Hassa Sep Prop Fam Tr	None
APN 1047-443-01	Zhu Huili	None
APN 1008-331-06	Crystal Ridge Investment	None
APN 1047-242-13	City of Ontario	None
APN 1047-242-14	City of Ontario	None
APN 1047-242-15	City of Ontario	None
APN 1047-242-16	City of Ontario	None
APN 1047-242-17	City of Ontario	None
APN 1047-242-18	City of Ontario	None
APN 1047-242-19	City of Ontario	None
APN 1047-262-10	Larry And Leticia Schroeder (Prev. Cobbold Family Trust 2-20- 03)	None
APN 1047-411-14	Macias, Ana	None

APN 1047-411-30	Gonzalez, Maria De Jesus	None
APN 1008-201-19	Chavin Family Partnership	None
APN 1008-371-19	Gershman Properties/ Lmw Investments, Et Al	None
APN 1009-145-92	City of Montclair	None
APN 1008-651-09	Wu, Xiao Bing; 2016 Xiao Bing Wu Revocable Trust	None
APN 0110-321-12	DWAA P PETROLEUM PROPERTY, LLC (Please Note: This item was included in the July 20 Board item; however, was not included in the Initial E-76)	None
APN 0110-321-79	ONTARIO CAPITAL PARTNERS, LLC	None
APN 0210-192-18	Sw Ontario, LLC	None
APN 0210-192-19	Sw Ontario, LLC	None
APN 0210-192-20	Sw Ontario, LLC	None
APN 0210-193-29 (prev 0210- 193-16)	Adminsire (Please Note: Due To Work On This Property, Adminsire Is Added Back To The List).	None
APN 0266-072-33	Kaymaz, Jimmi	None
APN 0266-072-32	Choi, Junghwan And Elaine	None
APN 0266-591-08	San Bernardino Scottish Rite	None
APN 0266-561-23	G&M Gapco LLC	None
APN 0266-561-03	G6 Hospitality Property LLC	None



	APN DDA07219- 01-01	Caltrans Property	None
	APN 0138-174-01	Francisco & Rosa Landeros	None
	APN 0138-174-02	Joseph Lopez	None
	APN 0138-174-05	Alba Recinos	None
	APN 0138-174-06	Steven & Julianne Torrijos	None
	APN 0138-174-07	Robert & Marilyn Alcantar	None
	APN 0138-174-08	Vivian Tran	None
	APN 0138-174-11	Sergio Lopez	None
	APN 0138-174-12	Lupe Becerra & Luisa Vargas	None
	APN 0138-174-18	Antonio & Maria Ochoa	None
	APN 0138-174-20	Christine Levario	None
	APN 0138-174-19	Christine Levario	None
	APN 0138-174-24	Mp Opportunity Partners I Lyc	None
	APN 0138-174-25	Maria Toro	None
	APN 0138-174-26	Juan Camey	None
	APN 0138-182-01	Christopher Munoz	None
	APN 0138-182-02	Luis Solis & Consuelo Diaz	None

	APN 0138-182-03	Desiderio & Eulalia Torres	None
	APN 0138-182-04	Enrique Quezada	None
	APN 0138-182-34	Benjamin Gonzales	None
	APN 0138-182-05	Benjamin Gonzales	None
	APN 0138-182-07	Ramon Montecino & Rebecca Rodriguez	None
	APN 0138-182-08	Ramon Maciel	None
	APN 0138-182-09	Juan Chavarin	None
	APN 0138-182-10	Ana Lopez	None
	APN 0138-182-11	Guadalupe Lopez	None
	APN 0138-182-12	Isidro Ledesma	None
	APN 0138-182-13	Vijay Pharar	None
	APN 0138-182-35	Agapita & Leon Alvarez	None
	APN 0138-182-36	Kingsley Montcalir Lp	None
	APN 0138-182-37	David & Teresa Nunez	None
	APN 0138-182-38	Raul Tejeda	None
	APN 0138-174-22	Nora Mendoza	None
	APN 0138-251-04	Banuelos, Nicolas	None

	APN 0138-251-05	Romero, Ramon	None
	APN 0138-251-06	Obezo, Marco	None
	APN 0138-251-07	Torbiner, Kenneth & Asya	None
	APN 0138-251-08	Labsvir, Arnia	None
	APN 0138-251-09	Labsvir, Arnia	None
	APN 0138-181-25	Desai, Maheshkumar V & Anup	None
	APN 0138-181-24	Desai, Maheshkumar V & Anup	None
	APN 0138-181-23	Desai, Maheshkumar V & Anup	None
	APN 0138-181-22	Desai, Maheshkumar V & Anup	None
	APN 0138-182-19	Jlm Enterprise	None
	APN 0138-182-20	Jlm Enterprise	None
	APN 0138-182-21	Jlm Enterprise	None
	APN 0138-211-01	At&Sf (BNSF)	None
	APN 0138-221-06	At&Sf (BNSF)	None
	APN 0138-283-40	Guzman, Arturo	None
	APN 0138-283-16	Hernandez, Erasmo	None
	APN 0138-283-17	JFM Trust	None

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	APN 0138-283-18	JFM Trust	None
	APN 0138-291-01	Aguinaldo, Ferdinand	None
	APN 0138-291-02	Meruelo, Alex	None
	APN 0138-291-03	Meruelo, Alex	None
	APN 0138-291-04	Meruelo, Alex	None
	APN 0138-291-05	Meruelo, Alex	None
	APN 0138-291-19	Meruelo, Alex	None
	APN 0138-291-01	Clear Channel (Vacant Lot)	None
	APN 0138-182-21	Outdoor Advertising (Jfm Prop)	None
12	22-1002734	California Highway Patrol <i>Kevin Fadgen, Officer</i>	None
14	22-1002720	City of San Bernardino <i>Alex Qishta</i>	None
21	1011-121-22	Riad Bacily and Tamer Bacily	None
	0210-211-33	Investment, LLC, a California Limited Liability Company	None
	1011-141-06	NRP Developments, Inc.	None
	1011-141-11, 1011-141-13 & 1011-141-30	William S. Short & Audree L. Short	None
	1011-141-16	Hamid Reza DiBadj & Telma F. Roshanravan, Trustees of the DiBadj Family 2018 Revocable Trust	None
	1011-141-35	Khang Bao Lieu	None

## Board of Directors Agenda Item

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	1048-591-28	Holt-San Antonio, LLC, a California Limited Liability Company	None
	1048-604-14	MMOS, Inc.	None
	1048-604-15	AJ1 Development, LLC, a California Limited Liability Company	None
	1049-011-02	Annette Marie Durritzague, Trustee of the Durritzague 2003 Revocable Trust Agreement	None
	1049-021-03 & 1049-021-04	Chi Hong Chiang & Hui-Chuan Wang, Trustees of the Chiang Family Trust dated July 8, 2010	None
	1048-512-17	Salvador & Maria C. Ayala	None
	1048-512-10	Albert and Bertha Aleman	None
	1048-512-16	Yolanda Chavez	None
	0110-071-02	Sen Mou Shih and Wei-Cho Shih and Chung Hsien Lee & Shu Luan Feng Lee	None
	0110-071-06 & 0110-071-07	Qu's Holding, LLC, a California Limited Liability Company	None
	0110-081-07	Anthony Ditommaso, Jeanne D. Bruno, Deanna P. Brost, (formerly Deanna P. Ditommaso), Trustee of the Deanna P. Brost Separate Property Trust dated June 28, 2005, Christopher F. Ditommaso, Trustee of the Christopher F. Ditommaso Separate Property Trust dated August 2, 2005, Franklin J. Bruno, Trustee of the Franklin J. Bruno Living Trust, and Anthony Ditommaso and Beverly B. Ditommaso, Trustees of the Anthony & Beverly Ditommaso Living Trust dated April 23, 2003	None
	0110-081-08	Holt Blvd. LLC, a California Limited Liability Company	None

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	0110-111-02, 0110-111-03, 0110-111-11 & 0110-111-12	Holt LPIV 3 LLC, a Delaware Limited Liability Company	None
	1049-131-06	Muhammad and Iqbal M. Tremazi	None
	0110-072-10 & 0110-072-11	Patrick F. Grabowski and Janis Grabowski, Trustees of that Certain Revocable Declaration of Trust, known as the 2012 Grabowski Revocable Trust, dated June 21, 2012	None
	0110-081-13	Holt Blvd. LLC, A California Limited Liability Company	None
	0110-101-01; 0110-111-09 & 0110-111-10	Rowlands Properties, a California Partnership	None
	0110-101-13	Ontario CNG Property LLC, a California Limited Liability Company	None
22	21-1002450	The Boring Company <i>Steven Davis</i> <i>Michael Thompson</i>	None
	22-1002758	City of Rancho Cucamonga <i>John Gillison</i>	None

**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 5, 2022

Witnessed By:

## ***Minute Action***

### AGENDA ITEM: 2

***Date:*** January 5, 2022

***Subject:***

October and November 2021 Procurement Report

***Recommendation:***

Receive the October and November 2021 Procurement Report.

***Background:***

The Board of Directors adopted the Contracting and Procurement Policy (Policy No. 11000) on January 3, 1997, and approved the last revision on October 6, 2021. The Board of Directors authorized the Executive Director, or his designee, to approve: a) contracts and purchase orders up to \$100,000; b) Contract Task Orders (CTO) up to \$500,000 and for CTOs originally \$500,000 or more, increasing the CTO amount up to \$250,000; c) amendments with a zero dollar value; d) amendments to exercise the option term if the option term was approved by the Board of Directors in the original contract; e) amendments that cumulatively do-not-exceed 50% of the original contract or purchase order value or \$100,000, whichever is less; f) amendments that do-not-exceed contingency amounts authorized by the Board of Directors; 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 of Directors 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 Board of Directors. A list of all Contracts and Purchase Orders that were executed by the Executive Director, Department Director and/or General Counsel during the month of October and November 2021 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 2021/2022 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 8, 2021.

***Responsible Staff:***

Jeffery Hill, Procurement Manager

Approved  
Board of Directors  
Date: January 5, 2022

Witnessed By:

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

## Attachment A

### October and November Contract Actions

#### New Contracts Executed:

Contract No.	Description of Specific Services	Vendor Name	Dollar Amount
22-1002692	Legal defense for Property Assessed Clean Energy (PACE) program cases.	Thompson & Colegate, LLP	\$100,000
21-1002558	Custodial Services for San Bernardino County Transportation Authority's (SBCTA) investment.	U.S. Bank National Association	\$50,000



## Attachment A

### October and 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
17-1001740 Amendment 2	Extend the term of the contract for one additional year. Project: Vanpool Program Marketing Services.	Creative Productions	Original \$150,000.00 Amendment 1 \$25,000.00	\$0.00	\$175,000.00

## Attachment A

### October and November Contract Task Order Actions

Contract Task Order (CTO) Executed:

Contract No. & CTO No.	Description of CTO	Vendor Name	Contract Amount	Previously Issued CTOs	Dollar Amount of CTO
20-1002377 CTO 8	State Route 210 (SR-210) for Habitat Management and Monitoring Plan (HMMP) Implementation.	Vandermost Consulting Services, Inc.	\$3,000,000.00	Various CTOs not including CTO 8 \$223,038.58	\$499,950.00
C14086 CTO 37 Amendment 6	Engineering Plan Review for Right-of-Entry permit and on-call engineering plan review services.	WSP USA Inc.	\$26,750.000.00	Various CTOs not including CTO 37 Totaling \$10,007,074.09	Original \$50,000.00 Amendment 1 \$40,000.00 Amendment 2 \$0.00 Amendment 3 \$55,764.00 Amendment 4 \$0.00 Amendment 5 \$39,515.00 Amendment 6 (\$28,000.00)  Total \$157,279.00
C14086 CTO 69 Amendment 1	Vanpool program development and implementation services and staff augmentation service	WSP USA Inc.	\$26,750.000.00	Various CTOs not including CTO 69 Totaling \$9,649,353.09	Original \$767,301.54 Amendment 1 (\$252,301.54)  Total \$515,000.00

Attachment: October November Procurement Report Attachment A - Reviewed (8239 : October and November 2021 Procurement Report)

Contract No. & CTO No.	Description of CTO	Vendor Name	Contract Amount	Previously Issued CTOs	Dollar Amount of CTO
19-1002002 CTO 1 Amendment 1	Extended the completion date through May 1, 2022.	Richard, Watson & Gershon	\$7,500,000.00	CTO 2 \$3,800,000.00	Original \$13,500.00 Amendment 1 \$0.00  Total \$13,500.00
18-1001919 CTO 8 Amendment 1	Increase to Contract Task Order (CTO) not-to-exceed amount for additional unanticipated time and effort to obtain final court orders on two (2) properties for Interstate 215 (I-215) Barton Road Interchange.	Overland, Pacific, and Cutler, LLC	\$6,000,000.00	Various CTOs not including CTO 8 Totaling \$745,095.20	Original \$126,486.40 Amendment 1 \$10,000.00  Total \$136,486.40
C14003 CTO 11 Amendment 9	Decreased Contract Task Order (CTO) not-to-exceed amount for staff augmentation for the estimated activities for the remainder of the on-call contract.	Mott MacDonald	\$26,750,000.00	Various CTOs not including CTO 11 Totaling \$9,674,627.88	Original \$489,822.00 Amendment 1 \$283,614.00 Amendment 2 \$0.00 Amendment 3 \$805,922.00 Amendment 4 \$1,245,656.00 Amendment 5 \$0.00 Amendment 6 \$1,251,709.00 Amendment 7 \$545,911.82 Amendment 8 \$1,500,000.00 Amendment 9 (\$500,000)  Total \$5,622,634.82

Attachment: October November Procurement Report Attachment A - Reviewed (8239 : October and November 2021 Procurement Report)

## Attachment A

### October and November Contingency Released 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
16-1001530 Contingency Amendment 3F	Due to delays in construction, 57 Temporary Construction Easement (TCE) durations need to be extended to accommodate completion of construction work and (3) parcels need new TCE's to allow for utility relocation.	HNTB Corporation	Original \$40,000,000.00 Amendment 1 \$0.00 Amendment 2 \$8,000,000.00 Contingency Amendment 2A \$86,500.00 Contingency Amendment 2B \$108,000.00 Contingency Amendment 2C \$1,206,650.00 Contingency Amendment 2D \$2,476,000.00 Contingency Amendment 2E \$117,800.00 Amendment 3 \$9,300,000.00	\$288,745.00	\$61,583,695.0
C14181 Contingency Amendment 0C	Additional services were needed due to change orders resulting from Caltrans comments to provide mulch site wide on Interstate 10 (I-10) Tippecanoe.	Kleinfelder Simon Wong Engineering, Inc.	Original \$601,600.00 Contingency Amendment 0A \$19,993.53 Contingency Amendment 0B \$19,304.32	\$20,862.15	\$661,760.0

Attachment: October November Procurement Report Attachment A - Reviewed (8239 : October and November 2021 Procurement Report)

## Attachment A

### October and November Purchase Order Actions

**Purchase Orders:**

PO No.	PO Issue Date	Vendor Name	Description of Services	PO Dollar Amount
4002202	10/4/21	Environmental Systems Research	ESRI Software license renewal	\$16,100.0
4002204	10/7/21	UCR Forecast, LLC	<b>Sole Source:</b> Presentation by Mr. Thornberg – June 24, 2021, at the Ontario Convention Center	\$6,066.6
4002206	10/15/21	Faust Media Services, LLC	State FSP funding for Faust FSP brochures	\$6,845.3
4002205	10/20/21	CDW Direct, LLC	Microsoft windows server licenses	\$9,797.3

## Attachment A

### October and 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 B****October and November RFP's and IFB's****Release of RFP's and IFB's**

<b>Release Date</b>	<b>RFP/IFB No.</b>	<b>Anticipated Dollar Amount</b>	<b>Anticipated Award Date</b>	<b>Description of Overall Program and Program Budget</b>
None				

## ***Minute Action***

### AGENDA ITEM: 3

***Date:*** January 5, 2022

***Subject:***

Fiscal Year 2022/2023 Budget Schedule

***Recommendation:***

That the Board, acting as the San Bernardino County Transportation Authority;  
Approve the Fiscal Year 2022/2023 Budget Schedule.

***Background:***

The preparation of the Fiscal Year 2022/2023 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 Board of Directors (Board) Budget Workshop will be scheduled in conjunction with the May 2022 Board meeting for consideration of the proposed budget. Final budget adoption for Fiscal Year 2022/2023 is scheduled for the June 2022 Board meeting. The attached schedule is similar to the prior year.

***Financial Impact:***

This item has no financial impact on the Fiscal Year 2021/2022 Budget.

***Reviewed By:***

This item was reviewed and unanimously recommended for approval by the General Policy Committee on December 8, 2021.

***Responsible Staff:***

Hilda Flores, Chief Financial Officer

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Approved  
Board of Directors  
Date: January 5, 2022

Witnessed By:

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



**Budget Schedule**  
**Fiscal Year 2022/2023**

<b><u>DATE</u></b>	<b><u>ACTIVITY</u></b>
December 8, 2021	General Policy Committee Review and Discussion of 2022/2023 Budget Schedule
January 5, 2022	Board Approval of 2022/2023 Budget Schedule
February 10, 2022	Metro Valley Study Session General Overview by Region
February 18, 2022	Mountain/Desert Committee General Overview by Region
March 9, 2022	General Policy Committee Review of Tasks
March 10, 2022	Metro Valley Study Session Review of Tasks
March 10, 2022	Transit Committee Review of Tasks
March 18, 2022	Mountain/Desert Committee Review of Tasks
April 13, 2022	General Policy Committee Further Review of Tasks, if Required
April 14, 2022	Metro Valley Study Session Further Review of Tasks, if Required
April 14, 2022	Transit Committee Further Review of Tasks, if Required
April 15, 2022	Mountain/Desert Committee Further Review of Tasks, if Required
May 4, 2022	Budget Presentation and Workshop of the Proposed Budget in Conjunction with Board of Directors' Meeting Adoption of the Council of Governments' Fiscal Year 2022/2023 Budget
June 1, 2022	Public Hearing on SBCTA's recommended Budget for Fiscal Year 2022/2023 and Board of Directors Adoption of the SBCTA Fiscal Year 2022/2023 Budget

## ***Minute Action***

### AGENDA ITEM: 4

***Date:*** *January 5, 2022*

***Subject:***

Budget to Actual Report for First Quarter Ending September 30, 2021

***Recommendation:***

Receive and file the Budget to Actual Report for the first quarter ending September 30, 2021.

***Background:***

The Fiscal Year 2021/2022 Budget for new activity was adopted by the Board of Directors on June 2, 2021. Budgetary information includes the original and revised budgets and expenditures as of September 30, 2021.

The report is broken down by Fund group and provides a percentage of the budget received or expended through September 30, 2021.

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. The positive balance is due to a reversal of prior year negative accrual related to fair value adjustment.

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.
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.

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

B. Expenditures:

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

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.

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.

B. Expenditures:

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

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 that 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 that have been higher than actual earnings thus far this year.

B. Expenditures:

1. Expenditures to date are negative due to the prior year accrual reversals that have been higher than actual claims thus far this year.

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.
2. Project Delivery is negative due to the prior year accrual reversals that have been higher than actual expenditures thus far this year.

### 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.
3. Transit is negative due to the prior year accrual reversals that have been higher than actual expenditures thus far this year.

#### 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. Expenditures to date are low mainly due to the timing debt service payments.

#### 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.
2. Transit is negative due to the prior year accrual reversals that have been higher than actual expenditures thus far this year.

#### C. Other Financing Sources:

1. Operating transfers in represent cash transfers resulting from transfers within various projects.

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. Environment and Energy Conservation 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.

Council of Governments Fund

A. Revenues:

1. The timing of collection of revenues fluctuates as this program is mostly 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 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 Fiscal Year 2021/2022 Budget.

***Reviewed By:***

This item was received by the General Policy Committee on December 8, 2021.

***Responsible Staff:***

Hilda Flores, Chief Financial Officer

Approved  
Board of Directors  
Date: January 5, 2022

Witnessed By:

**Fiscal Year 2021-2022**  
**First Quarter Budget to Actual Report**  
**September 30, 2021**

	2021-2022 Original Budget	Amendments	2021-2022 Revised Budget	Actual Revenues & Expenditures to Date	Encumbrances	Balance	% of Budget Remaining
<b>GENERAL FUND</b>							
<b>Revenues</b>							
Sales Tax-MSI	1,960,000	-	1,960,000	187,610	-	1,772,390	90.43%
Charges for Services	658,230	-	658,230	333,602	-	324,628	49.32%
Investment Earnings	20,000	-	20,000	819,831	-	(799,831)	-3999.16%
Miscellaneous	-	-	-	22	-	(22)	0.00%
Total Revenues	2,638,230	-	2,638,230	1,341,064	-	1,297,166	49.17%
<b>Expenditures</b>							
General Government	11,669,157	-	11,669,157	1,871,822	388,912	9,408,423	80.63%
Regional & Subregional Planning	904,700	-	904,700	118,566	-	786,134	86.89%
Transit	28,896,770	13,045,542	41,942,312	3,282,803	988,023	37,671,486	89.82%
Project Delivery	39,110	-	39,110	-	-	39,110	100.00%
Fund Administration	588,912	-	588,912	31,336	-	557,576	94.68%
Total Expenditures	42,098,649	13,045,542	55,144,191	5,304,526	1,376,935	48,462,730	87.88%
<b>Other Financing Sources</b>							
Transfers in	7,259,489	-	7,259,489	4,900,651	-	2,358,838	32.49%
Transfers out	(587,371)	-	(587,371)	(284,381)	-	(302,991)	51.58%
Total Other Financing Sources	6,672,118	-	6,672,118	4,616,270	-	2,055,848	30.81%
Revenues Over (Under) Expenditures	(32,788,301)	(13,045,542)	(45,833,843)	652,808	(1,376,935)	(45,109,717)	
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.							
<b>FEDERAL HIGHWAY FUND</b>							
<b>Revenues</b>							
Intergovernmental	77,397,002	-	77,397,002	-	-	77,397,002	100.00%
Miscellaneous	31,000,000	-	31,000,000	2,602,698	-	28,397,302	8.40%
Total Revenues	108,397,002	-	108,397,002	2,602,698	-	105,794,304	97.60%
<b>Expenditures</b>							
Transit	1,089,024	-	1,089,024	(407,106)	2,689	1,493,441	137.14%
Project Delivery	107,307,978	-	107,307,978	7,789,134	-	99,518,844	92.74%
Total Expenditures	108,397,002	-	108,397,002	7,382,028	2,689	101,012,285	93.19%
Revenues Over (Under) Expenditures	-	-	-	(4,779,330)	(2,689)	4,782,019	
<b>FEDERAL TRANSIT ADMINISTRATION FUND</b>							
<b>Revenues</b>							
Sales Tax-MSI	141,668	-	141,668	-	-	141,668	0.00%
Intergovernmental	28,707,701	-	28,707,701	-	-	28,707,701	100.00%
Total Revenues	28,849,369	-	28,849,369	-	-	28,849,369	100.00%
<b>Expenditures</b>							
Transit	28,849,369	10,111,607	38,960,976	828,240	-	38,132,736	97.87%
Total Expenditures	28,849,369	10,111,607	38,960,976	828,240	-	38,132,736	97.87%
Revenues Over (Under) Expenditures	-	(10,111,607)	(10,111,607)	(828,240)	-	(9,283,367)	
<b>STATE HIGHWAY FUND</b>							
<b>Revenues</b>							
Intergovernmental	98,940,510	-	98,940,510	-	-	98,940,510	100.00%
Total Revenues	98,940,510	-	98,940,510	-	-	98,940,510	100.00%
<b>Expenditures</b>							
General Government	2,840	-	2,840	163	-	2,677	94.26%
Regional & Subregional Planning	190,072	-	190,072	41,398	-	148,674	78.22%
Transit	9,592,166	-	9,592,166	1,385	-	9,590,781	99.99%
Project Delivery	88,280,344	-	88,280,344	11,912,398	-	76,367,946	86.51%
Fund Administration	875,088	-	875,088	141,975	-	733,113	83.78%
Total Expenditures	98,940,510	-	98,940,510	12,097,318	-	86,843,192	87.77%
Revenues Over (Under) Expenditures	-	-	-	(12,097,318)	-	12,097,318	

Attachment: Budget to Actual 1st Qtr 2022 (8237 : Budget to Actual Report - 1st Qtr 2021/2022)

**Fiscal Year 2021-2022**  
**First Quarter Budget to Actual Report**  
**September 30, 2021**

	2021-2022 Original Budget	Amendments	2021-2022 Revised Budget	Actual Revenues & Expenditures to Date	Encumbrances	Balance	% of Budget Remaining
<b>PROPOSITION 1B FUND</b>							
<b>Revenues</b>							
Intergovernmental	20,155,336	-	20,155,336	-	-	20,155,336	100.00%
Investment Earnings	1,749,706	-	1,749,706	71,361	-	1,678,345	95.92%
Total Revenues	21,905,042	-	21,905,042	71,361	-	21,833,681	99.67%
<b>Expenditures</b>							
Transit	14,115,210	-	14,115,210	(59,250)	-	14,174,460	100.42%
Project Delivery	7,789,832	-	7,789,832	1,164,885	-	6,624,947	85.05%
Total Expenditures	21,905,042	-	21,905,042	1,105,635	-	20,799,407	94.95%
Revenues Over (Under) Expenditures	-	-	-	(1,034,274)	-	1,034,274	
<b>LOCAL TRANSPORTATION FUND</b>							
<b>Revenues</b>							
Sales Tax-LTF	114,783,337	-	114,783,337	10,459,078	-	104,324,259	90.89%
Investment Earnings	800,000	-	800,000	(846,242)	-	1,646,242	205.78%
Total Revenues	115,583,337	-	115,583,337	9,612,836	-	105,970,501	91.68%
<b>Expenditures</b>							
Transit	93,830,000	-	93,830,000	33,130,587	-	60,699,413	64.69%
Total Expenditures	93,830,000	-	93,830,000	33,130,587	-	60,699,413	64.69%
<b>Other Financing Sources</b>							
Transfers out	(24,812,598)	-	(24,812,598)	(4,654,001)	-	(20,158,597)	81.24%
Total Other Financing Sources	(24,812,598)	-	(24,812,598)	(4,654,001)	-	(20,158,597)	81.24%
Revenues Over (Under) Expenditures	(3,059,261)	-	(3,059,261)	(28,171,752)	-	25,112,491	
<b>STATE TRANSIT ASSISTANCE FUND</b>							
<b>Revenues</b>							
Intergovernmental	22,210,573	-	22,210,573	-	-	22,210,573	100.00%
Investment Earnings	420,000	-	420,000	(659,923)	-	1,079,923	257.12%
Total Revenues	22,630,573	-	22,630,573	(659,923)	-	23,290,496	102.92%
<b>Expenditures</b>							
Transit	26,478,114	-	26,478,114	(6,266,015)	-	32,744,129	123.66%
Total Expenditures	26,478,114	-	26,478,114	(6,266,015)	-	32,744,129	123.66%
<b>Other Financing Sources</b>							
Transfers in	31,043,420	-	31,043,420	-	-	31,043,420	0.00%
Transfers out	(6,230,822)	-	(6,230,822)	1,568,223	-	(7,799,045)	125.17%
Total Other Financing Sources	24,812,598	-	24,812,598	1,568,223	-	23,244,375	93.68%
Revenues Over (Under) Expenditures	20,965,057	-	20,965,057	7,174,314	-	13,790,743	
<b>SENATE BILL 1 Fund</b>							
<b>Revenues</b>							
Intergovernmental	54,122,351	443,535	54,565,886	-	-	54,565,886	100.00%
Total Revenues	54,122,351	443,535	54,565,886	-	-	54,565,886	100.00%
<b>Expenditures</b>							
Commuter and Motorist Assistance	1,181,803	-	1,181,803	177,119	-	1,004,684	14.99%
Regional & Subregional Planning Program	400,000	443,535	843,535	8,725	-	834,810	1.03%
Transit	2,114,415	-	2,114,415	-	-	2,114,415	100.00%
Major Project Delivery	50,005,000	-	50,005,000	12,638,154	-	37,366,846	25.27%
Total Expenditures	53,701,218	443,535	54,144,753	12,823,998	-	41,320,755	76.32%
<b>Other Financing Sources</b>							
Transfers in	-	-	-	23,803	-	(23,803)	0.00%
Transfers out	-	-	-	(4,488)	-	4,488	0.00%
Total Other Financing Sources	-	-	-	19,315	-	(19,315)	0.00%
Revenues Over (Under) Expenditures	421,133	-	421,133	(12,804,683)	-	13,225,816	

Attachment: Budget to Actual 1st Qtr 2022 (8237 : Budget to Actual Report - 1st Qtr 2021/2022)



**Fiscal Year 2021-2022**  
**First Quarter Budget to Actual Report**  
**September 30, 2021**

	2021-2022 Original Budget	Amendments	2021-2022 Revised Budget	Actual Revenues & Expenditures to Date	Encumbrances	Balance	% of Budget Remaining
<b>MEASURE I 1990-2010 FUND</b>							
<b>Revenues</b>							
Investment Earnings	26,000	-	26,000	(19,539)	-	45,539	175.15%
Total Revenues	26,000	-	26,000	(19,539)	-	45,539	175.15%
<b>Expenditures</b>							
Environment and Energy Conservation	295,500	-	295,500	58	1,299	294,143	99.54%
Commuter and Motorist Assistance	200,000	-	200,000	-	-	200,000	100.00%
Project Delivery	2,336,647	-	2,336,647	(7,629)	-	2,344,276	100.33%
Total Expenditures	2,832,147	-	2,832,147	(7,571)	1,299	2,838,419	100.22%
Revenues Over (Under) Expenditures	(2,806,147)	-	(2,806,147)	(11,967)	(1,299)	(2,792,880)	
<b>MEASURE I 2010-2040 FUND</b>							
<b>Revenues</b>							
Sales Tax-MSI	160,565,617	-	160,565,617	18,573,362	-	141,992,255	88.43%
Intergovernmental	33,474,383	-	33,474,383	-	-	33,474,383	100.00%
Investment Earnings	1,149,700	-	1,149,700	(1,581,496)	-	2,731,196	237.56%
Total Revenues	195,189,700	-	195,189,700	16,991,866	-	178,197,834	91.29%
<b>Expenditures</b>							
General Government	1,016,770	-	1,016,770	140,877	3,500	872,393	85.80%
Environment and Energy Conservation	185,874	-	185,874	20,533	-	165,341	88.95%
Commuter and Motorist Assistance	738,488	-	738,488	33,588	-	704,900	95.45%
Regional & Subregional Planning	1,666,634	-	1,666,634	90,979	3,000	1,572,655	94.36%
Transit	88,498,733	(3,400,000)	85,098,733	(2,991,703)	62,336	88,028,100	103.44%
Project Delivery	236,788,065	-	236,788,065	5,201,625	955,667	230,630,772	97.40%
Fund Administration	117,875,919	-	117,875,919	4,979,085	2,535,359	110,361,475	93.63%
Total Expenditures	446,770,483	(3,400,000)	443,370,483	7,474,985	3,559,862	432,335,636	97.51%
<b>Other Financing Sources</b>							
Transfers in	110,919,334	-	110,919,334	-	-	110,919,334	100.00%
Transfers out	(19,532,624)	-	(19,532,624)	(4,798,821)	-	(14,733,803)	75.43%
Total Other Financing Sources	91,386,710	-	91,386,710	(4,798,821)	-	96,185,531	105.25%
Revenues Over (Under) Expenditures	(160,194,073)	3,400,000	(156,794,073)	4,718,061	(3,559,862)	(157,952,272)	
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	-	-	-	94	-	(94)	0.00%
Total Revenues	-	-	-	94	-	(94)	0.00%
<b>Expenditures</b>							
Debt Service	13,175,255	-	13,175,255	4,190,625	-	8,984,630	68.19%
Total Expenditures	13,175,255	-	13,175,255	4,190,625	-	8,984,630	68.19%
<b>Other Financing Sources</b>							
Operating Transfers In	13,175,255	-	13,175,255	3,339,016	-	9,836,239	74.66%
Operating Transfers Out	-	-	-	-	-	-	0.00%
Total Other Financing Sources	13,175,255	-	13,175,255	3,339,016	-	9,836,239	74.66%
Revenues Over (Under) Expenditures	-	-	-	(851,516)	-	851,516	
<b>CAPITAL PROJECTS FUND</b>							
<b>Revenues</b>							
Intergovernmental	59,012,809	-	59,012,809	-	-	59,012,809	100.00%
Investment Earnings	49,000	-	49,000	(78,568)	-	127,568	260.34%
Miscellaneous	8,701,103	-	8,701,103	337,207	-	8,363,896	96.12%
Total Revenues	67,762,912	-	67,762,912	258,640	-	67,504,272	99.62%
<b>Expenditures</b>							
Environment and Energy Conservation	3,760,000	-	3,760,000	-	-	3,760,000	100.00%
Commuter and Motorist Assistance	501,327	-	501,327	-	-	501,327	100.00%
Regional & Subregional Planning	1,525,000	(1,400,000)	125,000	-	-	125,000	100.00%
Transit	24,357,660	-	24,357,660	(580,587)	-	24,938,247	102.38%
Project Delivery	35,286,283	-	35,286,283	3,057,619	201,457	32,027,207	90.76%
Fund Administration	9,567,000	-	9,567,000	-	-	9,567,000	100.00%
Total Expenditures	74,997,270	(1,400,000)	73,597,270	2,477,032	201,457	70,918,781	96.36%
<b>Other Financing Sources</b>							
Operating Transfers in	-	-	-	8,000	-	(8,000)	#DIV/0!
Total Other Financing Sources	-	-	-	8,000	-	(8,000)	0.00%
Revenues Over (Under) Expenditures	(7,234,358)	1,400,000	(5,834,358)	(2,210,392)	(201,457)	(3,422,509)	

Attachment: Budget to Actual 1st Qtr 2022 (8237 : Budget to Actual Report - 1st Qtr 2021/2022)

**Fiscal Year 2021-2022**  
**First Quarter Budget to Actual Report**  
**September 30, 2021**

	2021-2022 Original Budget	Amendments	2021-2022 Revised Budget	Actual Revenues & Expenditures to Date	Encumbrances	Balance	% of Budget Remaining
<b>NONMAJOR GOVERNMENTAL FUNDS - EXCLUDING COUNCIL OF GOVERNMENTS FUND</b>							
<b>Revenues</b>							
Intergovernmental	6,064,131	-	6,064,131	28,656	-	6,035,475	99.53%
Charges for Services	7,500	-	7,500	266	-	7,234	96.45%
Investment Earnings	23,200	-	23,200	(14,484)	-	37,684	162.43%
Miscellaneous	6,240	-	6,240	-	-	6,240	0.00%
Total Revenues	6,101,071	-	6,101,071	14,438	-	6,086,633	99.76%
<b>Expenditures</b>							
General Government	94,701	-	94,701	5,212	1,124	88,365	93.31%
Environment and Energy Conservation	14,104	-	14,104	(18,855)	-	32,959	233.69%
Commuter and Motorist Assistance	3,979,868	-	3,979,868	600,068	85,079	3,294,721	82.78%
Regional & Subregional Planning	751,284	-	751,284	-	-	751,284	100.00%
Transit	500,000	-	500,000	-	-	500,000	100.00%
Total Expenditures	5,339,957	-	5,339,957	586,425	86,203	4,667,330	87.40%
<b>Other Financing Sources</b>							
Transfers in	-	-	-	3,537	-	(3,537)	#DIV/0!
Transfers out	(204,990)	-	(204,990)	(74,099)	-	(130,891)	63.85%
Total Other Financing Sources	(204,990)	-	(204,990)	(70,562)	-	(134,428)	65.58%
Revenues Over (Under) Expenditures	556,124	-	556,124	(642,549)	(86,203)	1,284,876	
<b>COUNCIL OF GOVERNMENTS FUND</b>							
<b>Revenues</b>							
Intergovernmental	-	-	-	8,448	-	(8,448)	#DIV/0!
Special Assessments	260,691	-	260,691	-	-	260,691	100.00%
Investment Earnings	3,300	-	3,300	(6,256)	-	9,556	289.58%
Miscellaneous	296,015	-	296,015	39,900	-	256,115	86.52%
Total Revenues	560,006	-	560,006	42,092	-	517,914	92.48%
<b>Expenditures</b>							
General Government	907,575	-	907,575	65,982	250	841,343	92.70%
Environment and Energy Conservation	353,793	-	353,793	10,184	16,000	327,609	92.60%
Regional & Subregional Planning	20,588	1,400,000	1,420,588	5,644	-	1,414,944	99.60%
Total Expenditures	1,281,956	1,400,000	2,681,956	81,810	16,250	2,583,896	96.34%
<b>Other Financing Sources</b>							
Transfers out	(109,759)	-	(109,759)	(27,440)	-	(82,319)	75.00%
Total Other Financing Sources	(109,759)	-	(109,759)	(27,440)	-	(82,319)	75.00%
Revenues Over (Under) Expenditures	(831,709)	(1,400,000)	(2,231,709)	(67,157)	(16,250)	(2,148,302)	

Attachment: Budget to Actual 1st Qtr 2022 (8237 : Budget to Actual Report - 1st Qtr 2021/2022)

## ***Minute Action***

### AGENDA ITEM: 5

***Date:*** January 5, 2022

***Subject:***

Approve Agreement No. 21-1002703 with Tyler Technologies, Inc.

***Recommendation:***

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

Approve Agreement No. 21-1002703 with Tyler Technologies, Inc., for Financial Management Software System maintenance through December 31, 2026, for a total not-to-exceed amount of \$275,000.

***Background:***

Eden, San Bernardino County Transportation Authority's (SBCTA) financial management system, was purchased in 2008, and is nearing the end of its life cycle. The procurement of a system to replace the current system has been delayed by the consolidation study for Omnitrans and again for a records retention project. It would be prudent and efficient to continue the services with Tyler Technologies, Inc., (Tyler) because of the intricate processes previously developed with Tyler and to perform maintenance and minor programming updates. These include the recent change to a single use account process for processing payments to vendors and unique scripts for distribution of Measure I Sales Tax and allocation of the indirect costs.

Staff recommends approval of Agreement No. 21-1002703, to continue Tyler's services supporting Eden through the end of 2026. Continuation of these services without a competitive process is expressly permitted by SBCTA's Procurement and Special Risk Assessment Policy, No. 11000, Section VI.A.4., which states that the competitive process shall not apply to purchases of software licenses and services that are required to maintain compatibility, functionality, or conformity with existing designs, products, equipment, facilities, systems and or software.

Policy No. 11000, VI.B.4 also provides that the term for contracts for software maintenance and support systems may be up to ten years. Staff believe that it is in SBCTA's best interest to approve Agreement No. 21-1002703 with Tyler through the end of 2026, which is just over five (5) years.

Staff is recommending expenditure authority for this agreement to accommodate the transition to an enterprise resource planning solution expected in the near future. The requested funding will provide for annual maintenance and minor programming to required updates and to comply with Generally Accepted Accounting Principles.

Tyler estimates a three (3) percent annual increase. The total agreement will not exceed \$275,000. The estimate is calculated by applying the three (3) percent increase to each year and rounding up to the nearest thousand. The payment for fiscal year 2021 was \$50,161.69; after the increase is applied, the payments over the next five (5) years would be: \$51,666.54, \$53,216.54, \$54,813.03, \$56,457.42, and \$58,151.15, for a total of \$274,304.68 (rounded up to \$275,000).

*Entity: San Bernardino County Transportation Authority*

Board of Directors Agenda Item

January 5, 2022

Page 2

***Financial Impact:***

This item is consistent with the Fiscal Year 2021/2022 Budget.

***Reviewed By:***

This item was reviewed and recommended for approval (7-1-0; Opposed: Cook) by the General Policy Committee on December 8, 2021. SBCTA General Counsel, Procurement Manager and Risk Manager have reviewed this item and the draft agreement.

***Responsible Staff:***

Hilda Flores, Chief Financial Officer

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Approved  
Board of Directors  
Date: January 5, 2022

Witnessed By:

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San Bernardino County Transportation Authority

## General Contract Information

Contract No: 21-1002703 Amendment No.: \_\_\_\_\_

Contract Class: Payable Department: Finance

Vendor No.: 02223 Vendor Name: Tyler Technologies, Inc.

Description: Financial Management Software System

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

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

Dollar Amount							
Original Contract		\$	275,000.00	Original Contingency		\$	-
Prior Amendments		\$	-	Prior Amendments		\$	-
Current Amendment		\$	-	Current Amendment		\$	-
Total/Revised Contract Value		\$	275,000.00	Total Contingency Value		\$	-
	Total Dollar Authority (Contract Value and Contingency)					\$	275,000.00

## Contract Authorization

Board of Directors Date: 01/05/2022 Board Item # 8232

## Contract Management (Internal Purposes Only)

Other Contracts Local Sole Source? Yes No Budget Adjustment N/A

Services N/A

## Accounts Payable

Estimated Start Date:		01/05/2022		Expiration Date:		12/31/2026		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	\$	275,000.00	\$	-
GL:	7001	01	0450	0000	52100	41100000		Indirect		275,000.00		-
GL:										-		-
GL:										-		-
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Lisa Lazzar

Hilda Flores

Project Manager (Print Name)

Task Manager (Print Name)

Additional Notes:

Attachment: CSS - Revised - 03-03-2021 2:51pm - Blank (8232 : Approve Agreement No. 21-1002703 with Tyler Technologies, Inc.)



## LICENSE AND SERVICES AGREEMENT

This License and Services Agreement is made between Tyler Technologies, Inc. ("Tyler") and the San Bernadino County Transportation Authority in San Bernadino, California ("Client").

WHEREAS, Client and Tyler are parties to a prior license and services agreement, dated September 3, 2008, by which Client licensed certain software products from Tyler and purchased certain services from Tyler and Tyler provided said license and services in accordance therewith (the "Initial Agreement");

WHEREAS, Client and Tyler entered into a new License and Services Agreement dated January 1, 2020 to terminate the Initial Agreement and update the terms and conditions governing the Client's use of the licensed software (the "Replacement Agreement");

WHEREAS, Client and Tyler now wish to replace the Replacement Agreement to reflect certain terms now required by the Client;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

### SECTION A – DEFINITIONS

- **"Agreement"** means this License and Services Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client"** means the San Bernardino County Transportation Authority in San Bernadino, California.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date by which both your and our authorized representatives have signed the Agreement.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **"Initial Agreement"** means our prior agreement by which we licensed Tyler Software to you and

- performed certain services related thereto.
- **“Investment Summary”** means the agreed upon cost proposal for the software, products, and services attached as Exhibit A.
  - **“Invoicing and Payment Policy”** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
  - **“Maintenance and Support Agreement”** means the terms and conditions governing the provision of maintenance and support services to all of our customers. A copy of our current Maintenance and Support Agreement is attached as Exhibit C.
  - **“Order Form”** means an ordering document that includes a quote or investment summary and specifying the items to be provided by Tyler to Client, including any addenda and supplements thereto.
  - **“Replacement Agreement”** means the January 1, 2020 License and Services Agreement by which the parties terminated the Initial Agreement and provided updated terms governing the use of the Tyler Software.
  - **“Support Call Process”** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
  - **“Third Party Hardware”** means the third party hardware, if any, identified in the Investment Summary.
  - **“Third Party Products”** means the Third Party Software and Third Party Hardware.
  - **“Third Party Services”** means the third party services, if any, identified in the Investment Summary.
  - **“Third Party Software”** means the third party software, if any, identified in the Investment Summary.
  - **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms for the Third Party Products or other parties’ products or services, as attached.
  - **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
  - **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
  - **“we”, “us”, “our”** and similar terms mean Tyler.
  - **“you”** and similar terms mean Client.

## SECTION B – SOFTWARE LICENSE

### 1. Termination of the Replacement Agreement.

- 1.1 As of the Effective Date, the Replacement Agreement is hereby terminated by mutual agreement of the parties. The parties’ relationship shall be governed solely by the terms of this Agreement.

### 2. Term and License Grant.

- 2.1 Term. The initial term of this Agreement shall commence on the Effective Date and end December 31, 2026. Thereafter, the term may be renewed upon written mutual agreement of the parties. The foregoing notwithstanding, the parties acknowledge and agree that maintenance and support is provided on an annual basis, in accordance with Exhibit C.

Additionally, the license granted to the Client under the Initial Agreement, as ratified pursuant to this Agreement, is perpetual, as set forth in Section B (2.1) below.

- 2.2 We grant to you a license to use the Tyler Software for your internal business purposes only, in the scope of the internal business purposes disclosed to us as of the Effective Date. You may make copies of the Tyler Software for backup and testing purposes, so long as such copies are not used in production and the testing is for internal use only. Your rights to use the Tyler Software are perpetual but may be revoked if you do not comply with the terms of this Agreement.
- 2.3 Without limiting the terms of Section 2.1, you understand and agree that the Tyler Software set forth in the Investment Summary as subscription or software as a service ("SaaS") do not include perpetual rights. If you do not pay the required annual fee in accordance with the Invoicing and Payment Policy, your right to use the applicable Software will be suspended unless and until payment in full has been made. Tyler Software provided as SaaS is subject to the Tyler SaaS Services Terms and Service Level Agreement found here: <https://www.tylertech.com/terms/tyler-saas-services>.
- 2.4 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
- 2.5 You may not: (a) transfer or assign the Tyler Software to a third party; (b) reverse engineer, decompile, or disassemble the Tyler Software; (c) rent, lease, lend, or provide commercial hosting services with the Tyler Software; or (d) publish or otherwise disclose the Tyler Software or Documentation to third parties.
- 2.6 The license terms in this Agreement apply to updates and enhancements we may provide to you or make available to you through your Maintenance and Support Agreement.
- 2.7 The right to transfer the Tyler Software to a replacement hardware system is included in your license. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.
- 2.8 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at <https://www.tylertech.com/about-us/compliance>, and in the event of any change in our status, will comply with applicable notice requirements.
- 2.9 We reserve all rights not expressly granted to you in this Agreement. The Tyler Software and Documentation are protected by copyright and other intellectual property laws and treaties. We own the title, copyright, and other intellectual property rights in the Tyler Software and the Documentation. **The Tyler Software is licensed, not sold.**



3. License Fees. There shall be no further license fees owed by you for the Tyler Software you licensed under the Initial Agreement. Should you license additional Tyler Software through this Agreement or by subsequent amendment thereto, you agree to pay us the license fees in the amounts set forth in the applicable Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
4. Limited Warranty. We warrant that the Tyler Software will be without Defect(s) as long as you have a Maintenance and Support Agreement in effect. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect as set forth in the Maintenance and Support Agreement.

### SECTION C – PROFESSIONAL SERVICES

1. Services. We will provide you the various implementation-related services itemized in the Investment Summary, if any.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.
3. Additional Services. The Investment Summary contains the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. Cancellation. We make all reasonable efforts to schedule our personnel for travel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.
5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us. You further agree to provide a reasonably suitable environment, location, and space for the installation

of the Tyler Software and any Third Party Products, including, without limitation, sufficient electrical circuits, cables, and other reasonably necessary items required for the installation and operation of the Tyler Software and any Third Party Products.

7. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).
8. Background Checks. For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.

#### SECTION D – MAINTENANCE AND SUPPORT

If you have purchased ongoing maintenance and support services, and continue to make timely payments for them according to our Invoicing and Payment Policy, we will provide you with maintenance and support services for the Tyler Software under the terms of our standard Maintenance and Support Agreement.

If you have opted not to purchase ongoing maintenance and support services for the Tyler Software, the Maintenance and Support Agreement does not apply to you. Instead, you will only receive ongoing maintenance and support on the Tyler Software on a time and materials basis. In addition, you will:

- (i) receive the lowest priority under our Support Call Process;
- (ii) be required to purchase new releases of the Tyler Software, including fixes, enhancements and patches;
- (iii) be charged our then-current rates for support services, or such other rates that we may consider necessary to account for your lack of ongoing training on the Tyler Software;
- (iv) be charged for a minimum of two (2) hours of support services for every support call; and
- (v) not be granted access to the support website for the Tyler Software or the Tyler Community Forum.

#### SECTION E – THIRD PARTY PRODUCTS

To the extent there are any Third Party Products set forth in the Investment Summary, the following terms and conditions will apply:

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.

2. Third Party Software. Upon payment in full of the Third Party Software license fees, you will receive a non-transferable license to use the Third Party Software and related documentation for your internal business purposes only. Your license rights to the Third Party Software will be governed by the Third Party Terms.
  - 2.1 We will install onsite the Third Party Software. The installation cost is included in the installation fee in the Investment Summary.
  - 2.2 If the Developer charges a fee for future updates, releases, or other enhancements to the Third Party Software, you will be required to pay such additional future fee.
  - 2.3 The right to transfer the Third Party Software to a replacement hardware system is governed by the Developer. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.
3. Third Party Products Warranties.
  - 3.1 We are authorized by each Developer to grant or transfer the licenses to the Third Party Software.
  - 3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.
  - 3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.
4. Third Party Services. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.
5. Maintenance. If you have a Maintenance and Support Agreement in effect, you may report defects and other issues related to the Third Party Software directly to us, and we will (a) directly address the defect or issue, to the extent it relates to our interface with the Third Party Software; and/or (b) facilitate resolution with the Developer, unless that Developer requires that you have a separate, direct maintenance agreement in effect with that Developer. In all events, if you do not have a Maintenance and Support Agreement in effect with us, you will be responsible for resolving defects and other issues related to the Third Party Software directly with the Developer.

## **SECTION F – INVOICING AND PAYMENT; INVOICE DISPUTES**

1. Invoicing and Payment. We will invoice you for all fees set forth in the Investment Summary per our Invoicing and Payment Policy, subject to Section F(2).
2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues

you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

## SECTION G – TERMINATION

1. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section F(2).
  - 1.1 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section I(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section I(3).
  - 1.2 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of this Agreement for a period of forty-five (45) days or more.
  - 1.3 Lack of Appropriations. If you should not appropriate or otherwise receive funds sufficient to purchase, lease, operate, or maintain the software or services set forth in this Agreement, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid license and other fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.
  - 1.4 For Convenience. Either party may terminate this Agreement for its convenience upon sixty (60) days written notice to the other party.

## SECTION H – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.
  - 1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
  - 1.2 Our obligations under this Section H(1) will not apply to the extent the claim or adverse final

judgment is based on your: (a) use of a previous version of the Tyler Software and the claim would have been avoided had you installed and used the current version of the Tyler Software, and we provided notice of that requirement to you; (b) combining the Tyler Software with any product or device not provided, contemplated, or approved by us; (c) altering or modifying the Tyler Software, including any modification by third parties at your direction or otherwise permitted by you; (d) use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties; or (e) willful infringement, including use of the Tyler Software after we notify you to discontinue use due to such a claim.

1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.

1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; (c) replace it with a functional equivalent; or (d) terminate your license and refund the license fees paid for the infringing Tyler Software, as depreciated on a straight-line basis measured over seven (7) years from the Effective Date of the Initial Agreement. We will pursue those options in the order listed herein. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

## 2. General Indemnification.

2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of PCI DSS requirements or a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

## 3. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER**

WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

4. **LIMITATION OF LIABILITY.** EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED THE THEN-CURRENT ANNUAL MAINTENANCE AND SUPPORT FEE. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS H(1) AND H(2).
5. **EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. **Insurance.** During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; (e) Cyber Liability of at least \$2,000,000; and (f) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

## SECTION I – GENERAL TERMS AND CONDITIONS

1. **Additional Products and Services.** You may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
2. **Dispute Resolution.** You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.



3. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
4. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
5. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
6. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
7. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
8. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
9. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
10. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.

11. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
12. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
13. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
14. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
15. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
16. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
  - (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
  - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
  - (c) a party receives from a third party who has a right to disclose it to the receiving party; or
  - (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.
17. Business License. In the event a local business license is required for us to perform services



hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.

18. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.
19. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.
20. Contract Documents. This Agreement includes the following exhibits:
- |           |                                    |
|-----------|------------------------------------|
| Exhibit A | Investment Summary                 |
| Exhibit B | Invoicing and Payment Policy       |
|           | Schedule 1: Business Travel Policy |
| Exhibit C | Maintenance and Support Agreement  |
|           | Schedule 1: Support Call Process   |

SIGNATURE PAGE FOLLOWS  
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IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

San Bernardino County Transportation  
Authority

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

Address for Notices:

Tyler Technologies, Inc.  
One Tyler Drive  
Yarmouth, ME 04096  
Attention: Chief Legal Officer

Address for Notices:

San Bernardino County Transportation  
Authority  
1170 W. 3rd Street, 2nd Floor  
San Bernardino, CA 92410-1715  
Attention: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_

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

Attachment: San Bernardino County Transportation Authority CA LSA 100621 (8232 : Approve Agreement No. 21-1002703 with Tyler



## **Exhibit A Investment Summary**

The following Investment Summary details the software, products, and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

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DRAFT





Empowering people who serve the public®

**Exhibit A**

**Remittance**  
Tyler Technologies, Inc.  
(FEIN 75-2303920)  
P.O. Box 203556  
Dallas, TX 75320-3556

**Questions**

Tyler Technologies - ERP & Schools  
Phone: 1-800-772-2260 Press 2, then 1  
Fax: 1-866-673-3274  
Email: ar@tylertech.com

# THIS IS NOT AN INVOICE PROFORMA

Company	Order No.	Date	Page
045	163478	09/30/2021	1 of 2

To: SBCTA  
Attn: Accounts Payable  
1170 W 3rd Street, 2nd Floor  
San Bernardino, CA 92410-1715  
United States

Ship To: SBCTA  
Attn: Accounts Payable  
1170 W 3rd Street, 2nd Floor  
San Bernardino, CA 92410-1715  
United States

Customer Grp/No.	Customer PO#	Payment Terms	Currency Code	Ship Via	Salesperson Cd
1 5277		Net 30	USD	MISC	

No. Item/ Description/ Comments	Drop Ship	# Users	Quantity	U/M	Unit Price	Disc %	Total Cost
Contract No.: SAN BERNADINO ASSOCIATED							
4 Renewal: Forms Support Maintenance Plan: ; Start: 01/01/2022, End: 12/31/2022; Term: 12 months	No	1	1	EA	2,926.76	.00	2,926.76
5 Renewal: GL/AP/PG Support Maintenance Plan: ; Start: 01/01/2022, End: 12/31/2022; Term: 12 months	No	1	1	EA	9,786.35	.00	9,786.35
6 Renewal: Human Resources Support Maintenance Plan: ; Start: 01/01/2022, End: 12/31/2022; Term: 12 months	No	1	1	EA	1,157.34	.00	1,157.34
7 Renewal: Payroll Support Maintenance Plan: ; Start: 01/01/2022, End: 12/31/2022; Term: 12 months	No	1	1	EA	3,170.34	.00	3,170.34
8 Renewal: Project Accounting Support Maintenance Plan: ; Start: 01/01/2022, End: 12/31/2022; Term: 12 months	No	1	1	EA	6,432.74	.00	6,432.74
9 Renewal: Requisitions Support Maintenance Plan: ; Start: 01/01/2022, End: 12/31/2022; Term: 12 months	No	1	1	EA	2,103.60	.00	2,103.60
10 Renewal: Crystal Reports Site License Support Maintenance Plan: ; Start: 01/01/2022, End: 12/31/2022; Term: 12 months	No	1	1	EA	685.97	.00	685.97
11 Renewal: Fixed Assets Support Maintenance Plan: ; Start: 01/01/2022, End: 12/31/2022; Term: 12 months	No	1	1	EA	3,790.69	.00	3,790.69
12 Renewal: Human Resources Support Web Maintenance Plan: ; Start: 01/01/2022, End: 12/31/2022; Term: 12 months	No	1	1	EA	1,792.50	.00	1,792.50



Empowering people who serve the public®

**Exhibit A**

**Remittance**  
Tyler Technologies, Inc.  
(FEIN 75-2303920)  
P.O. Box 203556  
Dallas, TX 75320-3556

# THIS IS NOT AN INVOICE PROFORMA

Company	Order No.	Date	Page
045	163478	09/30/2021	2 of 2

**Questions**

Tyler Technologies - ERP & Schools  
Phone: 1-800-772-2260 Press 2, then 1  
Fax: 1-866-673-3274  
Email: ar@tylertech.com

No. Item/ Description/ Comments	Drop Ship	# Users	Quantity	U/M	Unit Price	Disc %	Total Cost
13 Renewal: TOP Fax Output Channel <b>Maintenance Plan: ; Start: 01/01/2022, End: 12/31/2022; Term: 12 months</b>	No	1	1	EA	2,468.36	.00	2,468.36
14 Renewal: Position Budgeting Support <b>Maintenance Plan: ; Start: 01/01/2022, End: 12/31/2022; Term: 12 months</b>	No	1	1	EA	1,087.26	.00	1,087.26
15 Renewal: Advanced Budgeting Support <b>Maintenance Plan: ; Start: 01/01/2022, End: 12/31/2022; Term: 12 months</b>	No	1	1	EA	4,055.15	.00	4,055.15
16 Renewal: Annual Comprehensive Financial Report Support <b>Maintenance Plan: ; Start: 01/01/2022, End: 12/31/2022; Term: 12 months</b>	No	1	1	EA	3,518.82	.00	3,518.82
1 Renewal: Accounts Receivable Support <b>Maintenance Plan: ; Start: 01/01/2022, End: 12/31/2022; Term: 12 months</b>	No	1	1	EA	3,934.82	.00	3,934.82
2 Renewal: Contract Management Support <b>Maintenance Plan: ; Start: 01/01/2022, End: 12/31/2022; Term: 12 months</b>	No	1	1	EA	3,231.50	.00	3,231.50
3 Renewal: Data Dictionaries/Reports Views Support <b>Maintenance Plan: ; Start: 01/01/2022, End: 12/31/2022; Term: 12 months</b>	No	1	1	EA	1,524.35	.00	1,524.35

Does not include any applicable taxes

Order Total: 51,666.51

Comments: Upon acceptance please email your purchase order to PO@tylertech.com



## Exhibit B Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

**Invoicing:** We will invoice you for the applicable license and services fees in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

### 1. Tyler Software.

1.1 *License Fees:* License fees, if applicable, are invoiced as follows: 100% on the Effective Date.

1.2 *Maintenance and Support Fees:* Maintenance and support fees are paid through December 31, 2021. Fees for the next annual maintenance term commencing January 1, 2022 will be invoiced on or before such date in the amounts set forth in the Investment Summary. Thereafter, maintenance and support fees will be invoiced at Tyler's then-current rates.

1.3 *SaaS & Subscription Fees:* If applicable, SaaS (including hosting) fees and subscription fees are invoiced on an annual basis, beginning on the first day of the month immediately following the Effective Date. Your annual SaaS fees and subscription fees for the initial year one term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees and subscription fees will be at our then-current rates.

### 2. Other Tyler Software and Professional Services (as applicable).

2.1 *Implementation and Other Professional Services (including training):* Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.

2.2 *Consulting Services:* If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.

2.3 *Conversions:* Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.



- 2.4 *Requested Modifications to the Tyler Software*: Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in the Maintenance and Support Agreement.
- 2.5 *Other Fixed Price Services*: Except as otherwise provided, other fixed price services are invoiced as delivered, at the rates set forth in the Investment Summary. For the avoidance of doubt, where "Project Planning Services" are provided, payment will be due upon delivery of the Implementation Planning document.
3. Third Party Products (as applicable).
- 3.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.
- 3.2 *Third Party Software Maintenance*: The first year maintenance fees for the Third Party Software, if any, is invoiced when we make that Third Party Software available to you for downloading.
- 3.3 *Third Party Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.
- 3.4 *Third Party Services*: Fees for Third Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary.
4. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B at Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

**Payment.** Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is available by contacting [AR@tylertech.com](mailto:AR@tylertech.com).



## **Schedule 1 Business Travel Policy**

### **1. Air Travel**

#### **A. Reservations & Tickets**

The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

#### **B. Baggage Fees**

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags

Baggage fees for sports equipment are not reimbursable.





## 2. Ground Transportation

### A. Private Automobile

Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

### B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

### C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

### D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

## 3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

#### 4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at [www.gsa.gov/perdiem](http://www.gsa.gov/perdiem).

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of State and will be determined as required.

##### A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

##### Departure Day

Depart before 12:00 noon

Lunch and dinner

Depart after 12:00 noon

Dinner

##### Return Day

Return before 12:00 noon

Breakfast

Return between 12:00 noon & 7:00 p.m.

Breakfast and lunch

Return after 7:00 p.m.\*

Breakfast, lunch and dinner

\*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

##### B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.\*

\*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.



## Exhibit C

### Maintenance and Support Agreement

We will provide you with the following maintenance and support services for the Tyler Software. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

1. **Term.** We provide maintenance and support services on an annual basis. The current annual maintenance term runs through December 31, 2021. The term will renew automatically for additional one (1) year terms each January 1<sup>st</sup> through December 31, 2026. Thereafter, the term will renew upon written mutual agreement of the parties.
2. **Maintenance and Support Fees.** Maintenance and support fees are paid through December 31, 2021. Maintenance and support fees for the Tyler Software are listed in the Investment Summary for the next annual term commencing on January 1, 2022, and your payment obligations are set forth in the Invoicing and Payment Policy. We reserve the right to suspend maintenance and support services if you fail to pay undisputed maintenance and support fees within thirty (30) days of our written notice. We will reinstate maintenance and support services only if you pay all past due maintenance and support fees, including all fees for the periods during which services were suspended.
3. **Maintenance and Support Services.** As long as you are not using the Help Desk as a substitute for our training services on the Tyler Software, and you timely pay your maintenance and support fees, we will, consistent with our then-current Support Call Process:
  - 3.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (subject to any applicable release life cycle policy); provided, however, that if you modify the Tyler Software without our consent, our obligation to provide maintenance and support services on and warrant the Tyler Software will be void;
  - 3.2 provide support during our established support hours;
  - 3.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;
  - 3.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.



4. Client Responsibilities. We will use all reasonable efforts to perform any maintenance and support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain a VPN for backup connectivity purposes.
5. Hardware and Other Systems. If you are a self-hosted customer and, in the process of diagnosing a software support issue, it is discovered that one of your peripheral systems or other software is the cause of the issue, we will notify you so that you may contact the support agency for that peripheral system. We cannot support or maintain Third Party Products except as expressly set forth in the Agreement.

In order for us to provide the highest level of software support, you bear the following responsibility related to hardware and software:

- (a) All infrastructure executing Tyler Software shall be managed by you;
  - (b) You will maintain support contracts for all non-Tyler software associated with Tyler Software (including operating systems and database management systems, but excluding Third-Party Software, if any); and
  - (c) You will perform daily database backups and verify that those backups are successful.
6. Other Excluded Services. Maintenance and support fees do not include fees for the following services: (a) initial installation or implementation of the Tyler Software; (b) onsite maintenance and support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (c) application design; (d) other consulting services; (e) maintenance and support of an operating system or hardware, unless you are a hosted customer; (f) support outside our normal business hours as listed in our then-current Support Call Process; or (g) installation, training services, or third party product costs related to a new release. Requested maintenance and support services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.
7. Current Support Call Process. Our current Support Call Process for the Tyler Software is attached to this Exhibit C at Schedule 1.



## Exhibit C Schedule 1 Support Call Process

### Support Channels

Tyler Technologies, Inc. provides the following channels of software support for authorized users\*:

- (1) On-line submission (portal) – for less urgent and functionality-based questions, users may create support incidents through the Tyler Customer Portal available at the Tyler Technologies website. A built-in Answer Panel provides users with resolutions to most “how-to” and configuration-based questions through a simplified search interface with machine learning, potentially eliminating the need to submit the support case.
- (2) Email – for less urgent situations, users may submit emails directly to the software support group.
- (3) Telephone – for urgent or complex questions, users receive toll-free, telephone software support.

*\* Channel availability may be limited for certain applications.*

### Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website – [www.tylertech.com](http://www.tylertech.com) – for accessing client tools, documentation, and other information including support contact information.
- (2) Tyler Search -a knowledge based search engine that lets you search multiple sources simultaneously to find the answers you need, 24x7.
- (3) Tyler Community –provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (4) Tyler University – online training courses on Tyler products.

### Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Tyler’s holiday schedule is outlined below. There will be no support coverage on these days.

New Year’s Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	



For support teams that provide after-hours service, we will provide you with procedures for contacting support staff after normal business hours for reporting Priority Level 1 Defects only. Upon receipt of such a Defect notification, we will use commercially reasonable efforts to meet the resolution targets set forth below.

We will also make commercially reasonable efforts to be available for one pre-scheduled Saturday of each month to assist your IT staff with applying patches and release upgrades, as well as consulting with them on server maintenance and configuration of the Tyler Software environment.

## Incident Handling

### Incident Tracking

Every support incident is logged into Tyler's Customer Relationship Management System and given a unique case number. This system tracks the history of each incident. The case number is used to track and reference open issues when clients contact support. Clients may track incidents, using the case number, through Tyler's Customer Portal or by calling software support directly.

### Incident Priority

Each incident is assigned a priority level, which corresponds to the Client's needs. Tyler and the Client will reasonably set the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain "characteristics" may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the Client towards clearly understanding and communicating the importance of the issue and to describe generally expected response and resolution targets in the production environment only.

References to a "confirmed support incident" mean that Tyler and the Client have successfully validated the reported Defect/support incident.

Priority Level	Characteristics of Support Incident	Resolution Targets*
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.

Priority Level	Characteristics of Support Incident	Resolution Targets*
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler's responsibility for loss or corrupted data is limited to assisting the Client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack, which shall occur at least quarterly. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

*\*Response and Resolution Targets may differ by product or business need*

### *Incident Escalation*

If Tyler is unable to resolve any priority level 1 or 2 defect as listed above or the priority of an issue has elevated since initiation, you may escalate the incident to the appropriate resource, as outlined by each product support team. The corresponding resource will meet with you and any Tyler staff to establish a mutually agreeable plan for addressing the defect.

### *Remote Support Tool*

Some support calls may require further analysis of the Client's database, processes or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Tyler's support team must have the ability to quickly connect to the Client's system and



view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.

DRAFT

## ***Minute Action***

### AGENDA ITEM: 6

***Date:*** January 5, 2022

***Subject:***

Addendum No. 1 to Agreement No. 22-1002745 "ChargePoint Master Services Subscription Agreement"

***Recommendation:***

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

- A. Ratify Agreement No. 22-1002745, "ChargePoint Master Services Subscription Agreement," approved by the Executive Director on October 31, 2017, and continuing perpetually until all ChargePoint services are terminated.
- B. Approve Addendum No. 1 to Agreement No. 22-1002745, "ChargePoint Master Services Subscription Agreement," effective upon the issuance of the Notice to Proceed, continuing perpetually until all ChargePoint services are terminated.

***Background:***

San Bernardino County Transportation Authority (SBCTA) owns and operates fourteen (14) ChargePoint electric vehicle (EV) charging stations, or electric vehicle supply equipment (EVSE), located at the San Bernardino Santa Fe Depot (Depot) and the San Bernardino Transit Center (Transit Center). Funding for the EVSE was awarded to SBCTA by the Mobile Source Air Pollution Reduction Review Committee (MSRC) on October 27, 2016, and the final EVSE was installed on June 18, 2021.

On October 31, 2017, the Executive Director approved Agreement No. 22-1002745, "Master Services and Subscription Agreement," with ChargePoint for provisioning of SBCTA's EVSE, ChargePoint Services, and ChargePoint application programming interfaces (APIs). There is no direct payment for these services. ChargePoint collects their fee from the revenue generated from SBCTA's charging fees.

SBCTA maintains a fee schedule currently based on partial cost recovery of other associated costs with the EVSE program including electricity, support, and network services expenses. The current fee schedule was adopted on March 4, 2020.

Approval of Addendum No. 1 will enable SBCTA to sign up for ChargePoint's Clean Fuels Plus Program (Program) and allow SBCTA to take advantage of the California Low Carbon Fuel Standard (LCFS). The LCFS is a market-based program that focuses on reducing carbon intensity of fuels within California. The LCFS program provides several credit generation opportunities to incentivize production and use of low carbon fuels. Typically, regulated parties (RPs), such as refiners, are the ones generating credits/and or deficits. Alternative fuel producers can opt-in to the LCFS, if they choose to do so. Each RP either generates LCFS credits or deficits as they bring fuel into the state of California. Alternative fuel producers typically generate more credits than needed and sell their credits to RPs with deficits using the LCFS Credit Banking and Transfer System, which is administered by the California Air Resource Board (CARB). As an owner and operator of EVSE, SBCTA is eligible to opt-in to the LCFS as an alternative fuel producer. ChargePoint's Program would provide SBCTA end-to-end program

*Entity: San Bernardino County Transportation Authority*

## Board of Directors Agenda Item

January 5, 2022

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and credit management services, including registration, reporting, credit monetization, portfolio and account management, and verification services in exchange for 30% of the LCFS credit sales proceeds.

The agreement requires a perpetual term and terminates only when services end. This is a standard requirement for API agreements. Since these are ChargePoint branded charging stations, SBCTA is unable to use another competitor's API, billing, and carbon credit management services. Staff believes the perpetual term is reasonable as the charging stations have a useful life of 10+ years and the ChargePoint services and API will be required for the duration of the EVSE life span. SBCTA would only terminate the agreement if all ChargePoint stations are decommissioned and replaced with EVSE from another competitor.

Staff recommends approval of Addendum No. 1 as it would allow SBCTA to participate in the LCFS without having to dedicate additional staff to the EVSE program and allow SBCTA to use revenue generated from credit sales to expand the EVSE program and/or offset program costs.

***Financial Impact:***

This item is consistent with the Fiscal Year 2021/2022 Budget.

***Reviewed By:***

This item was reviewed and recommended for approval (7-1-0; Opposed: Cook) by the General Policy Committee on December 8, 2021. SBCTA General Counsel, Procurement Manager and Risk Manager have reviewed this item and the draft Addendum.

***Responsible Staff:***

Ivan Ramirez, Management Analyst II

Approved  
Board of Directors  
Date: January 5, 2022

Witnessed By:

San Bernardino County Transportation Authority

**MSSA accepted by:**

Name: Nicole Soto

Date: 2017-10-18 16:33:18 PDT

Email: nsoto@gosbcta.com

Phone: +19098848276

Address: 1170 W 3rd St, 2nd Floor, San Bernardino California, 92410, United States

Organization: San Bernardino County Transportation Authority (SBCTA)

Org ID: NA007923

**CHARGEPOINT®****MASTER SERVICES AND SUBSCRIPTION AGREEMENT Version 2.2 (2016-12-21)**

**IMPORTANT: THIS MASTER SERVICES AND SUBSCRIPTION AGREEMENT IS A LEGAL AGREEMENT BETWEEN YOU OR THE CORPORATION, PARTNERSHIP OR OTHER LEGAL ENTITY YOU REPRESENT ("SUBSCRIBER") AND CHARGEPOINT, INC., A DELAWARE CORPORATION ("CPI"). PLEASE READ IT CAREFULLY. BY USING ANY OF THE CHARGEPOINT SERVICES, YOU INDICATE YOUR ACCEPTANCE OF THIS AGREEMENT. IF YOU DO NOT AGREE WITH ANY OF THESE TERMS AND CONDITIONS, DO NOT USE ANY CHARGEPOINT SERVICES.**

**IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A CORPORATION, PARTNERSHIP OR OTHER LEGAL ENTITY, THAT ENTITY REPRESENTS THAT YOU HAVE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS AND CONDITIONS. IF YOU DO NOT HAVE SUCH AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS AND CONDITIONS, YOU MAY NOT ENTER INTO THIS AGREEMENT AND SUCH ENTITY MAY NOT USE THE CHARGEPOINT SERVICES.**

**1. AGREEMENT.**

**1.1 SCOPE OF AGREEMENT.** This Agreement governs the following activities:

- (a) Provisioning of Subscriber's Charging Station(s), if any, on ChargePoint;
- (b) Activation and use of the Chargepoint Services on Subscriber's Charging Station(s), if any;
- (c) Subscriber's use of the APIs as part of the Chargepoint Services;
- (d) Each grant of Rights by Subscriber; and
- (e) Each grant of Rights by a third party to Subscriber.

**1.2 EXHIBITS AND PRIVACY POLICY.** This Agreement includes the CPI [Privacy Policy](#), as amended from time to time, and the following Exhibits, which are made a part of, and are hereby

incorporated into, this Agreement by reference.

Exhibit 1: Flex Billing Terms

Exhibit 2: API Terms

Exhibit 3: Terms Regarding Granting and Receipt of Rights

In the event of any conflict between the terms of this Agreement on the one hand, and the Privacy Policy or any Exhibit on the other hand, this Agreement shall govern. Capitalized terms not otherwise defined in any Exhibit or the Privacy Policy shall have the same meaning as in this Agreement.

**2. DEFINITIONS.** The following terms shall have the definitions set forth below when used in this Agreement:

**2.1 "Affiliate"** means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control", for purposes of this definition, means direct or indirect ownership or control of fifty percent (50%) or more of the voting interests of the subject entity.

**2.2 "APIs"** means, individually or collectively, the application programming interfaces which are made available to Subscriber from time to time, as and when updated by CPI.

**2.3 "ChargePoint Connections"** shall have the meaning ascribed to it in the applicable data sheet. The term ChargePoint Connections shall also mean any successor service provided by CPI.

**2.4 "ChargePoint®"** means the open-platform network of electric vehicle charging stations and the vehicle charging applications the network delivers, that is operated and maintained by CPI (as defined below) in order to provide various services to, among others, Subscriber and its employees.

**2.5 "ChargePoint Services"** means, collectively, the various cloud services offerings (including, without limitation, APIs and application service plans) made available for subscription by CPI.

**2.6 "ChargePoint Application"** means any of the applications established and maintained by CPI which will allow Subscriber to access ChargePoint Services.

**2.7 "Charging Station"** means the electric vehicle charging station(s) purchased by Subscriber, whether manufactured by CPI or by a CPI authorized entity, which are registered and activated on ChargePoint.

**2.8 "Content"** means all data collected or maintained by CPI in connection with the operation of ChargePoint.

**2.9 "CPI Marks"** means the various trademarks, service marks, trade names, logos, domain names, and other distinctive brand features and designations used in connection with ChargePoint and/or CPI manufactured Charging Stations, including without limitation, ChargePoint.

**2.10 "CPI Property"** means (i) ChargePoint, (ii) the ChargePoint Services (including all Content), (iii) all data generated or collected by CPI in connection with the operation of ChargePoint and ChargePoint Services, (iv) the CPI Marks, (v) the ChargePoint Cards, and (vi) all other CPI-supplied material developed or provided by CPI for Subscriber use in connection with the ChargePoint Services.

**2.11 "Documentation"** means written information (whether contained in user or technical manuals, product materials, specifications or otherwise) pertaining to ChargePoint Services and/or ChargePoint and made available from time to time by CPI to Subscriber in any manner (including on-line).

**2.12 "Effective Date"** means the earlier of (a) the date that Subscriber electronically accepts this Agreement, or (b) the date of Subscriber's first use of the ChargePoint Services.

**2.13 "Intellectual Property Rights"** means all intellectual property rights, including, without limitation, patents, patent applications, patent rights, trademarks, trademark applications, trade names, service marks, service mark applications, copyrights, copyright applications, franchises, licenses, inventories, know-how, trade secrets, Subscriber lists, proprietary processes and formulae, all source and object code, algorithms, architecture, structure, display screens, layouts, inventions, development tools and all documentation and media constituting, describing or relating to the above, including, without limitation, manuals, memoranda and records.

**2.14 "Malicious Code"** means viruses, worms, time bombs, Trojan horses and all other forms of malicious code, including without limitation, malware, spyware, files, scripts, agents or programs.

**2.15 "Party"** means each of CPI and Subscriber.

**2.16 "PII"** means personally identifiable information regarding Subscriber or a User (e.g., name, address, email address, phone number or credit card number) that can be used to uniquely identify, contact or locate Subscriber or such User.

**2.17 "Provisioning"** means activating Charging Stations, warranties and Service Plans on ChargePoint

**2.18 "Rights"** means the rights, authorizations, privileges, actions, information and settings within the ChargePoint Services which a Rights Grantor grants to an Rights Grantee, to enable such Rights Grantee to access, obtain and use certain portions of the ChargePoint Services and certain information available therein in the course of providing services to or on behalf of such Rights Grantor in connection with one or more of the Rights Grantor's Charging Stations. A Rights Grantor shall be deemed to have granted Rights to the entity that will be responsible for creating Subscriber's account and Provisioning Subscriber's Charging Stations. Such deemed grant may be terminated by Subscriber at any time.

**2.19 "Service Plan(s)"** means subscription plans to the ChargePoint Services which are offered and sold by CPI from time to time, which vary according to their features, privileges and pricing.

**2.20 "Subscriber"** means \_\_\_\_\_.

**2.21 "Subscriber Content and Services"** means any content and/or services that a Subscriber provides or makes available to Users and/or the general public in connection with the ChargePoint Services,

other than Content, ChargePoint Services and CPI Property.

**2.22 "Subscriber Marks"** means the various trademarks, service marks, trade names, logos, domain names, and other distinctive brand features and designations used by Subscriber in connection with its business and/or Charging Stations.

**2.23 "Subscription Fees"** means the fees payable by Subscriber for subscribing to any ChargePoint Services.

**2.24 "Taxes"** shall mean all present and future taxes, imposts, levies, assessments, duties or charges of whatsoever nature including without limitation any withholding taxes, sales taxes, use taxes, service taxes, value added or similar taxes at the rate applicable for the time being imposed by any national or local government, taxing authority, regulatory agency or other entity together with any penalty payable in connection with any failure to pay or any delay in paying any of the same and any interest thereon.

**2.25 "Token(s)"** means the serialized proof of purchase of a Service Plan that is used by CPI in connection with enabling Services and/or provisioning Charging Stations.

**2.26 "User"** means any person using a Charging Station.

**3. AVAILABLE CHARGEPOINT SERVICES & SERVICE PLANS.** A description of the various ChargePoint Services and Service Plans currently available for subscription is located on the CPI website. CPI may make other ChargePoint Services and/or Service Plans available from time to time, and may amend the features or benefits offered with respect to any ChargePoint Service or Service Plan at any time and from time to time. Subscription Fees are based on Subscriber's choice of Service Plan and not on actual usage of the Subscription.

#### **4. CPI'S RESPONSIBILITIES AND AGREEMENTS.**

**4.1 OPERATION OF CHARGEPOINT.** CPI agrees to provide and shall be solely responsible for: (i) provisioning and operating, maintaining, administering and supporting ChargePoint and related infrastructure (other than Subscriber's Charging Stations and infrastructure for transmitting data from Charging Stations to any ChargePoint operations center); (ii) provisioning and operating, maintaining, administering and supporting the ChargePoint Applications; and (iii) operating ChargePoint in compliance with all applicable laws. CPI will protect the confidentiality and security of PII in accordance with all applicable laws and regulations and the CPI Privacy Policy and acknowledges that it is responsible for the security of "cardholder data" (as that term is defined for purposes of the Payment Card Industry – Data Security Standards), if any, that CPI possesses, otherwise stores, processes or transmits on behalf of Subscriber or for any impact, if any, on the security of Subscriber's cardholder data environment.

**4.2 LIMITATIONS ON RESPONSIBILITY.** CPI shall not be responsible for, and makes no representation or warranty with respect to the following: (i) specific location(s) or number of Charging Stations now, or in the future, owned, operated and/or installed by persons other than Subscriber, or the total number of Charging Stations that comprise ChargePoint; (ii) continuous availability of electrical

service to any of Subscriber's Charging Stations; (iii) continuous availability of any wireless or cellular communications network or Internet service provider network necessary for the continued operation by CPI of ChargePoint; (iv) availability of or interruption of the ChargePoint Network attributable to unauthorized intrusions; and/or (v) charging stations that are not registered with and activated on the ChargePoint Network.

## **5. SUBSCRIBER'S RESPONSIBILITIES AND AGREEMENTS.**

### **5.1 GENERAL.**

(a) All use of ChargePoint and ChargePoint Services by Subscriber, its employees and agents and its grantees of Rights shall comply with this Agreement and all of the rules, limitations and policies of CPI set forth in the Documentation. All ChargePoint Services account details, passwords, keys, etc. are granted to Subscriber solely for Subscriber's own use (and the use of its grantees of Rights), and Subscriber shall keep all such items secure and confidential. Subscriber shall prevent, and shall be fully liable to CPI for, any unauthorized access to or use of ChargePoint or ChargePoint Services via Subscriber's Charging Stations, ChargePoint Services account(s) or other equipment. Subscriber shall immediately notify CPI upon becoming aware of any such unauthorized use.

(b) Subscriber shall be solely responsible for: (i) Provisioning of its Charging Stations, if any; (ii) keeping Subscriber's contact information, email address for the receipt of notices hereunder, and billing address for invoices both accurate and up to date; (iii) updating on the applicable ChargePoint Application, within five (5) business days, the location to which any of Subscriber's Charging Stations are moved; (iv) the maintenance, service, repair and/or replacement of Subscriber's Charging Stations as needed, including informing CPI of the existence of any Charging Stations that are non-operational and not intended to be replaced or repaired by Subscriber; and (v) compliance with all applicable laws.

(c) Subscriber shall deliver in full all benefits promised to Users by Subscriber in exchange for such Users connecting with Subscriber using ChargePoint Connections.

**5.2 REPRESENTATIONS AND WARRANTIES OF SUBSCRIBER.** Subscriber represents and warrants to CPI that: (i) it has the power and authority to enter into and be bound by this Agreement and shall have the power and authority to install the Charging Stations and any other electrical vehicle charging products which are registered and activated on the ChargePoint Network); (ii) the electrical usage to be consumed by Subscriber's Charging Stations will not violate or otherwise conflict with the terms and conditions of any applicable electrical purchase or other agreement including, without limitation, any lease, to which Subscriber is a party; and (iii) it has not installed or attached and will not install or attach Charging Stations on or to infrastructure not owned by Subscriber without proper authority, or in a manner that will block any easement or right of way.

**5.3 CHARGEPOINT CARDS.** Subscriber may be permitted by CPI, in CPI's sole discretion, to obtain CPI-provisioned radio-frequency identification cards ("ChargePoint Cards") which enable the individual card recipients to access and use ChargePoint. Subscriber may distribute such ChargePoint Cards to individuals, and each individual ChargePoint Card recipient is responsible for activating his or her ChargePoint Card on ChargePoint directly with CPI on the CPI web site. In no event will Subscriber



create any separate ChargePoint accounts for any ChargePoint Card recipients or other third parties, nor will Subscriber create anonymous ChargePoint accounts associated with any ChargePoint Card.

**5.4 USE RESTRICTIONS AND LIMITATIONS.** Subscriber shall not:

- (a) sell, resell, license, rent, lease or otherwise transfer the ChargePoint Services or any Content therein to any third party;
- (b) interfere with or disrupt the ChargePoint Services, servers, or networks connected to the ChargePoint Services, or disobey any requirements, procedures, policies, or regulations of networks connected to the ChargePoint Services;
- (c) restrict or inhibit any other user from using and enjoying the ChargePoint Services or any other CPI services;
- (d) attempt to gain unauthorized access to the ChargePoint Network or the ChargePoint Services or related systems or networks or any data contained therein, or access or use ChargePoint or ChargePoint Services through any technology or means other than those provided or expressly authorized by CPI;
- (e) create any ChargePoint Services user account by automated means or under false or fraudulent pretenses, or impersonate another person or entity on ChargePoint, or obtain or attempt to obtain multiple keys for the same URL;
- (f) reverse engineer, decompile or otherwise attempt to extract the source code of the ChargePoint Services or any part thereof, or any Charging Station, except to the extent expressly permitted or required by applicable law;
- (g) create derivative works based on any CPI Property;
- (h) remove, conceal or cover the CPI Marks or any other markings, labels, legends, trademarks, or trade names installed or placed on the Charging Stations or any peripheral equipment for use in connection with Subscriber's Charging Stations;
- (i) except as otherwise expressly permitted by this Agreement or in any applicable data sheet relating to a ChargePoint Service, copy, frame or mirror any part of the ChargePoint Services or ChargePoint Content, other than copying or framing on Subscriber's own intranets or otherwise solely for Subscriber's own internal business use and purposes;
- (j) access ChargePoint, any ChargePoint Application or the ChargePoint Services for the purpose of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purpose, or for any improper purpose whatsoever, including, without limitation, in order to build a competitive product or service or copy any features, functions, interface, graphics or "look and feel;"
- (k) use any robot, spider, site search/retrieval application, or other device to retrieve or index any

portion of the ChargePoint Services or Content or collect information about ChargePoint users for any unauthorized purpose;

(l) upload, transmit or introduce any Malicious Code to ChargePoint or ChargePoint Services;

(m) use any of the ChargePoint Services if Subscriber is a person barred from such use under the laws of the United States or of any other jurisdiction; or

(n) use the ChargePoint Services to upload, post, display, transmit or otherwise make available (A) any inappropriate, defamatory, obscene, or unlawful content; (B) any content that infringes any patent, trademark, copyright, trade secret or other proprietary right of any party; (C) any messages, communication or other content that promotes pyramid schemes, chain letters, constitutes disruptive commercial messages or advertisements, or is prohibited by applicable law, the Agreement or the Documentation.

## 5.5 CONTENT.

(a) ChargePoint Content (including but not limited to Charging Station data and status) is provided for planning purposes only. Subscriber may find that various events may mean actual Charging Station conditions (such as availability or pricing) differ from what is set forth in the Content. In addition, certain Charging Station-related Content, including Charging Station name and use restrictions, is set by the Charging Station owner and is not verified by CPI. Subscriber should exercise judgment in Subscriber's use of the Content.

(b) Certain Content may be provided under license from third parties and is subject to copyright and other intellectual property rights of such third parties. Subscriber may be held liable for any unauthorized copying or disclosure of such third party-supplied Content. Subscriber's use of such Content may be subject to additional restrictions set forth in the Documentation.

(c) Subscriber shall not copy, modify, alter, translate, amend, or publicly display any of the Content except as expressly permitted by the Documentation. Subscriber shall not present any portion of the Content in any manner, that would (i) make such Content false, inaccurate or misleading, (ii) falsify or delete any author attributions or labels of the origin or source of Content, or (iii) indicate or suggest that the Charging Station locations provided as part of the Content are anything other than ChargePoint® Network Charging Stations.

(d) Subscriber shall not remove, obscure, or alter in any manner any proprietary rights notices (including copyright and trademark notices), warnings, links or other notifications that appear in the ChargePoint Service.

## 6. SERVICES FEES AND PAYMENT TERMS.

**6.1 SERVICES FEES.** Subscriber shall pay all Services Fees within thirty (30) days of its receipt of CPI's invoice. All payments shall be made in U.S. Dollars by check, wire transfer, ACH payment system or other means approved by CPI. Customer may not offset any amounts due to CPI hereunder

against amounts due to Customer under this Agreement or any other agreement. Fees payable to CPI do not include any Taxes, and Subscriber is responsible for any and all such Taxes. All payment obligations under this Agreement are non-cancelable and non-refundable.

**6.2 LATE PAYMENTS.** Late payments shall be subject to a charge equal to the lesser of (i) one and one-half percent (1.5%) per month or (ii) the maximum rate permitted by law. Subscriber will reimburse CPI for attorneys' fees and other expenses reasonably incurred by CPI in the collection of any late payments. If any amount owing by Subscriber under this Agreement is more than thirty (30) days overdue, CPI may, without otherwise limiting CPI's rights or remedies, (a) terminate this Agreement, (b) suspend the use by Subscriber of the ChargePoint Services until such amounts are paid in full, and/or (c) condition future ChargePoint Service renewals and other Subscriber purchases on payment terms other than those set forth herein; provided that CPI shall not exercise any such rights if Subscriber has reasonably disputed such charges and is cooperating diligently in good faith to resolve the dispute.

## **7. INTELLECTUAL PROPERTY RIGHTS AND LICENSES.**

**7.1 CPI PROPERTY.** As between CPI and Subscriber, CPI retains and reserves all right, title and interest (including all related Intellectual Property Rights) in and to the CPI Property and any improvements thereto. No rights are granted to Subscriber in the CPI Property hereunder except as expressly set forth in this Agreement.

**7.2 SUBSCRIBER PROPERTY.** As between CPI and Subscriber, Subscriber retains and reserves all right, title and interest (including all related Intellectual Property Rights) in and to (i) all Subscriber Marks and (ii) all Subscriber Content and Services (collectively, the "Subscriber Property"). No rights are granted to CPI in the Subscriber Property hereunder except as expressly set forth in this Agreement.

**7.3 LIMITED LICENSE TO SUBSCRIBER.** CPI hereby grants to Subscriber a royalty-free, non-assignable, non-transferable, and non-exclusive license to use the CPI Property solely in accordance with the terms of this Agreement (including without limitation all limitations and restrictions on such use) to the extent necessary for Subscriber to access, use and receive the ChargePoint Services as permitted herein.

**7.4 LIMITED LICENSE TO CPI.** Subscriber hereby grants to CPI a non-assignable, non-transferable, and non-exclusive license to use the Subscriber Property solely in accordance with the terms of this Agreement (including without limitation all limitations and restrictions on such use) to the extent necessary for CPI to provide the ChargePoint Services. CPI may utilize the Subscriber Marks to advertise that Subscriber is using the ChargePoint Services. The foregoing license includes a perpetual and irrevocable right of CPI to reproduce, adapt, modify, translate, publicly perform, publicly display and distribute all Subscriber Content and Services submitted, posted or displayed by Subscriber in the ChargePoint Services, solely for the purpose of enabling CPI to operate, market and promote the ChargePoint Services, and to index and serve such Subscriber Content and Services as search results through ChargePoint Services. CPI shall have a royalty-free, worldwide, transferable, sublicensable, irrevocable perpetual license to use or incorporate in the ChargePoint Services any suggestions, enhancement requests, recommendations or other feedback provided by Subscriber or Subscriber Rights Grantees relating to the ChargePoint Services.

## 7.5 ADDITIONAL TERMS REGARDING CPI MARKS.

(a) **USE LIMITATIONS.** Subscriber shall display the CPI Marks in connection with Subscriber Charging Stations as required in this Agreement during the term of Subscriber's Service Plan. Subscriber shall not use any of the CPI Marks for or with any products other than its Charging Stations. From time to time, CPI may provide updated CPI Mark usage guidelines on the ChargePoint Application or elsewhere in the Documentation, and Subscriber shall thereafter comply with such updated guidelines. For any use of the CPI Mark not authorized by such guidelines, or if no such guidelines are provided, then for each initial use of the CPI Mark, Subscriber must obtain CPI's prior written consent, which shall not be unreasonably withheld or delayed, and after such consent is obtained, Subscriber may use the CPI Mark in the approved manner. All use by Subscriber of CPI's Marks (including any goodwill associated therewith) will inure to the benefit of CPI.

(b) **PROHIBITIONS.** Subscriber shall not use or display any CPI Mark (or any likeness of a CPI Mark):

- (i) as a part of the name under which Subscriber's business is conducted or in connection with the name of a business of Subscriber or its Affiliates;
- (ii) in any manner that (x) implies a relationship or affiliation with CPI other than as described under the Agreement, (y) implies any sponsorship or endorsement by CPI, or (z) can be reasonably interpreted to suggest that any Subscriber Content and Services has been authored by, or represents the views or opinions of CPI or CPI personnel;
- (iii) in any manner intended to disparage CPI, ChargePoint, or the ChargePoint Services, or in a manner that is misleading, defamatory, infringing, libelous, disparaging, obscene or otherwise objectionable to CPI;
- (iv) in any manner that violates any law or regulation; or
- (v) that is distorted or altered in any way (including squeezing, stretching, inverting, discoloring, etc.) from the original form provided by CPI.

(c) **NO REGISTRATION OF CPI MARKS.** Subscriber shall not, directly or indirectly, register or apply for, or cause to be registered or applied for, any CPI Marks or any patent, trademark, service mark, copyright, trade name, domain name or registered design that is substantially or confusingly similar to a CPI Mark, patent, trademark, service mark, copyright, trade name, domain name or registered design of CPI, or that is licensed to, connected with or derived from confidential, material or proprietary information imparted to or licensed to Subscriber by CPI. At no time will Subscriber challenge or assist others to challenge the CPI Marks (except to the extent such restriction is prohibited by law) or the registration thereof by CPI.

(d) **TERMINATION AND CESSATION OF USE OF CPI MARKS.** Upon termination of this Agreement, Subscriber will immediately discontinue all use and display of all CPI Marks.

## **8. LIMITATIONS OF LIABILITY.**

**8.1 DISCLAIMER OF WARRANTIES.** CHARGEPOINT AND THE CHARGEPOINT SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" FOR SUBSCRIBER'S USE, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT. WITHOUT LIMITING THE FOREGOING, CPI DOES NOT WARRANT THAT (A) SUBSCRIBER'S USE OF THE CHARGEPOINT SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, FREE FROM ERROR, OR MEET SUBSCRIBER'S REQUIREMENTS; (B) ALL CONTENT AND OTHER INFORMATION OBTAINED BY SUBSCRIBER FROM OR IN CONNECTION WITH THE CHARGEPOINT SERVICES WILL BE ACCURATE AND RELIABLE; (C) ALL DEFECTS IN THE OPERATION OR FUNCTIONALITY OF THE CHARGEPOINT SERVICES WILL BE CORRECTED. ALL CONTENT OBTAINED THROUGH THE CHARGEPOINT SERVICES IS OBTAINED AT SUBSCRIBER'S OWN DISCRETION AND RISK, AND SUBSCRIBER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO SUBSCRIBER'S COMPUTER SYSTEM OR OTHER DEVICE, LOSS OF DATA, OR ANY OTHER DAMAGE OR INJURY THAT RESULTS FROM THE DOWNLOAD OR USE OF ANY SUCH CONTENT.

**8.2 EXCLUSION OF CONSEQUENTIAL AND RELATED DAMAGES.** REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, IN NO EVENT WILL CPI BE LIABLE FOR ANY LOST REVENUE OR PROFIT, LOST OR DAMAGED DATA, BUSINESS INTERRUPTION, LOSS OF CAPITAL, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY OR WHETHER ARISING OUT OF THE USE OF OR INABILITY TO USE THE CHARGEPOINT NETWORK, ANY CHARGEPOINT SERVICES, THIS AGREEMENT, A GRANT OR RECEIPT OF RIGHTS OR OTHERWISE OR BASED ON ANY EXPRESSED, IMPLIED OR CLAIMED WARRANTIES BY SUBSCRIBER NOT SPECIFICALLY SET FORTH IN THIS AGREEMENT.

**8.3 ELECTRICAL, CELLULAR AND INTERNET SERVICE INTERRUPTIONS.** Neither CPI nor Subscriber shall have any liability whatsoever to the other with respect to damages caused by: (i) electrical outages, power surges, brown-outs, utility load management or any other similar electrical service interruptions, whatever the cause; (ii) interruptions in wireless or cellular service linking Charging Stations to ChargePoint; (iii) interruptions attributable to unauthorized ChargePoint Network intrusions; (iv) interruptions in services provided by any Internet service provider not affiliated with CPI; or (v) the inability of a Charging Station to access ChargePoint as a result of any change in product offerings (including, without limitation, the any network upgrade or introduction of any "next generation" services) by any wireless or cellular carrier. This includes the loss of data resulting from such electrical, wireless, cellular or Internet service interruptions.

**8.4 LIMITATION OF LIABILITY.** CPI's aggregate liability under this Agreement shall not exceed aggregate Services Fees paid by Subscriber to CPI in the twelve (12) calendar months prior to the event giving rise to the liability.



**8.5 CELLULAR CARRIER LIABILITY.** IN ORDER TO DELIVER THE CHARGEPOINT SERVICES, CPI HAS ENTERED INTO CONTRACTS WITH ONE OR MORE UNDERLYING WIRELESS SERVICE CARRIERS (THE "UNDERLYING CARRIER"). SUBSCRIBER HAS NO CONTRACTUAL RELATIONSHIP WITH THE UNDERLYING CARRIER AND SUBSCRIBER IS NOT A THIRD PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN CPI AND THE UNDERLYING CARRIER. SUBSCRIBER UNDERSTANDS AND AGREES THAT THE UNDERLYING CARRIER HAS NO LIABILITY OF ANY KIND TO SUBSCRIBER, WHETHER FOR BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE. SUBSCRIBER AGREES TO INDEMNIFY AND HOLD HARMLESS THE UNDERLYING CARRIER AND ITS OFFICERS, EMPLOYEES, AND AGENTS AGAINST ANY AND ALL CLAIMS, INCLUDING WITHOUT LIMITATION CLAIMS FOR LIBEL, SLANDER, OR ANY PROPERTY DAMAGE, PERSONAL INJURY OR DEATH, ARISING IN ANY WAY, DIRECTLY OR INDIRECTLY, IN CONNECTION WITH USE, FAILURE TO USE, OR INABILITY TO USE THE WIRELESS SERVICES EXCEPT WHERE THE CLAIMS RESULT FROM THE UNDERLYING CARRIER'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. THIS INDEMNITY WILL SURVIVE THE TERMINATION OF THE AGREEMENT. SUBSCRIBER HAS NO PROPERTY RIGHT IN ANY NUMBER ASSIGNED TO IT, AND UNDERSTANDS THAT ANY SUCH NUMBER CAN BE CHANGED. SUBSCRIBER UNDERSTANDS THAT CPI AND THE UNDERLYING CARRIER CANNOT GUARANTEE THE SECURITY OF WIRELESS TRANSMISSIONS, AND WILL NOT BE LIABLE FOR ANY LACK OF SECURITY RELATING TO THE USE OF THE CHARGEPOINT SERVICES.

**8.6 ADDITIONAL RIGHTS.** BECAUSE SOME STATES OR JURISDICITONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES AND/OR THE DISCLAIMER OF IMPLIED WARRANTIES AS SET FORTH IN THIS SECTION 8, ONE OR MORE OF THE ABOVE LIMITATIONS MAY NOT APPLY; PROVIDED THAT, IN SUCH INSTANCES, CPI'S LIABILTY AND/OR IMPLIED WARRANTIES GRANTED IN SUCH CASES SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

## **9. TERM AND TERMINATION.**

**9.1 TERM OF AGREEMENT.** This Agreement shall become effective on the Effective Date and shall continue until the expiration of all of Subscriber's Service Plans.

**9.2 SERVICE PLAN TERM.** (a) Each Service Plan acquired by Subscriber shall commence as follows: Each Service Plan acquired for use with a new Charging Station will commence on the earlier to occur of (i) the date of Provisioning such new Charging Station, or (ii) one year from the date the Token(s) necessary for Provisioning such new Charging Station is made available to Subscriber or its installer. Renewals of Service Plans will commence on the date of the expiration of the Subscription being renewed. All other Service Plans will commence on the date of activation of such Service Plans, but in no event more than one year after the date the Token(s) necessary for such activation is made available to Subscriber. Each Subscriber Service Plan shall continue for the applicable duration thereof, unless this Agreement is terminated earlier in accordance with its terms.

### 9.3 TERMINATION BY CPI.

(a) This Agreement may be immediately terminated by CPI: (i) if Subscriber is in material breach of any of its obligations under this Agreement, and has not cured such breach within thirty (30) days (or within five (5) days in the case of any payment default) of Subscriber's receipt of written notice thereof; (ii) Subscriber becomes the subject of a petition in bankruptcy or any other proceeding related to insolvency, receivership, liquidation or an assignment for the benefit of creditors; (iii) upon the determination by any regulatory body that the subject matter of this Agreement is subject to any governmental regulatory authorization or review that imposes additional costs of doing business upon CPI; or (iv) as otherwise explicitly provided in this Agreement. Regardless of whether Subscriber is then in breach, CPI may, in its reasonable discretion, determine that it will not accept any renewal by Subscriber of its subscription to ChargePoint Services. In such case, this Agreement shall terminate upon the later of the expiration of all of Subscriber's subscriptions to ChargePoint Services.

(b) CPI may in its discretion suspend Subscriber's continuing access to the ChargePoint Services or any portion thereof if (A) Subscriber has breached any provision of this Agreement, or has acted in manner that indicates that Subscriber does not intend to, or is unable to, comply with any provision of this Agreement; (B) such suspension is required by law (for example, due to a change to the law governing the provision of the ChargePoint Services); or (c) providing the ChargePoint Services to Subscriber could create a security risk or material technical burden as reasonably determined by CPI.

### 9.4 TERMINATION BY SUBSCRIBER.

This Agreement may be immediately terminated by Subscriber without prejudice to any other remedy of Subscriber at law or equity: (i) if CPI is in material breach of any of its obligations under this Agreement, and has not cured such breach within thirty (30) days of the date of its receipt of written notice thereof, or (ii) CPI becomes the subject of a petition in bankruptcy or any other proceeding related to insolvency, receivership, liquidation or an assignment for the benefit of creditors.

**9.5 REFUND OR PAYMENT UPON TERMINATION.** Upon any termination of this Agreement for cause by Subscriber pursuant to Section 9.4(i) or by CPI pursuant to Section 9.3(a)(iii), CPI shall refund to Subscriber a pro-rata portion of any pre-paid Subscription Fees based upon the remaining Service Plan term. Upon any termination for any other reason, Subscriber shall not be entitled to any refund of any Subscription Fees as a result of such termination. In no event shall any termination relieve Subscriber of any unpaid Subscription Fees due CPI for the Service Plan term in which the termination occurs or any prior Service Plan term.

**9.6 SURVIVAL.** Those provisions dealing with the Intellectual Property Rights of CPI, limitations of liability and disclaimers, restrictions of warranty, Applicable Law and those other provisions which by their nature or terms are intended to survive the termination of this Agreement will remain in full force and effect as between the Parties hereto regardless of the termination of this Agreement.

**10. INDEMNIFICATION.** Subscriber hereby agrees to indemnify, defend and hold CPI, its officers, directors, agents, affiliates, distribution partners, licensors and suppliers harmless from and against any and all claims, actions, proceedings, costs, liabilities, losses and expenses (including, but not limited to,

reasonable attorneys' fees) (collectively, "Claims") suffered or incurred by such indemnified parties resulting from or arising out of Subscriber's actual or alleged use (directly, or through a grantee of Rights by Subscriber) of the ChargePoint Services, ChargePoint or Subscriber Content and Services. Subscriber will cooperate as fully as reasonably required in the defense of any claim. CPI reserves the right, at its own expense, to assume the exclusive defense and control of any matter subject to indemnification by Subscriber.

## **11. GENERAL.**

**11.1 AMENDMENT OR MODIFICATION.** CPI reserves the right to modify this Agreement from time to time. CPI will provide notice of each such modification to Subscriber. Subscriber's continued use of the ChargePoint Services following such notice will constitute an acceptance of the modified Agreement.

**11.2 WAIVER.** The failure of either Party at any time to enforce any provision of this Agreement shall not be construed to be a waiver of the right of such Party to thereafter enforce that provision or any other provision or right.

**11.3 FORCE MAJEURE.** Except with respect to payment obligations, neither CPI nor Subscriber will be liable for failure to perform any of its obligations hereunder due to causes beyond such party's reasonable control and occurring without its fault or negligence, including but not limited to fire, flood, earthquake or other natural disaster (irrespective of such Party's condition of any preparedness therefore); war, embargo; riot; strike; labor action; any lawful order, decree, or other directive of any government authority that prohibits a Party from performing its obligations under this Agreement; material shortages; shortage of transport; and failures of suppliers to deliver material or components in accordance with the terms of their contracts.

**11.4 ARBITRATION.** This Agreement is to be construed according to the laws of the State of California, excluding the provisions of the United Nations Convention on Contracts for the International Sale of Goods and any conflict of law provisions that would require application of another choice of law. Except with respect to any matter relating to Subscriber's violation of the intellectual property rights of CPI, any dispute arising from or relating to this Agreement shall be arbitrated in Santa Clara, California. The arbitration shall be administered by JAMS in accordance with its Comprehensive Arbitration Rules and Procedures, and judgment on any award may be entered in any court of competent jurisdiction. If the Parties agree, a mediator may be consulted prior to arbitration. All claims shall be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding. With respect to any matter relating to the intellectual property rights of CPI, such claim may be litigated in a court of competent jurisdiction. The prevailing party in any dispute arising out of this Agreement shall be entitled to reasonable attorneys' fees and costs..

## **11.5 NOTICE TO CALIFORNIA CUSTOMERS.**

(a) California's Low Carbon Fuel Standard ("LCFS") was enacted to ensure that the mix of fuels sold by California oil refiners and distributors meets applicable greenhouse gas emissions targets. California has a statewide goal to reduce carbon intensity of transportation fuels by at least 10% by



2020.

(b) The ChargePoint Network can track the fueling of electric vehicles, which positively contributes to reducing California's carbon intensity. If applicable reporting requirements are met, LCFS credits are issued by the California Air Resources Board. An available LCFS credit may be claimed by certain owners and operators of electric vehicle charging stations, including both Subscriber and CPI. However, the LCFS credits are only available to one party, meaning any available credits may be claimed by either Subscriber or CPI, but not by both. CPI intends to claim available LCFS credits generated from use of the Charging Stations, but will not claim any available LCFS credits that Subscriber intends to claim. If Subscriber intends to claim the LCFS credits, it must engage in the reporting and other administrative obligations necessary to generate such credits.

(c) Subscriber agrees that it will provide CPI with written notice of its intent to claim LCFS credits within ten (10) days of the date of the Effective Date. If Subscriber does not currently intend to claim the LCFS credits, but desires to do so at any time in the future, Subscriber may, by providing written notice to CPI, elect to claim LCFS credits generated thirty (30) days or more after the date of such notice. Subscriber represents and warrants to CPI that, in the absence of providing written notice, Subscriber will not claim any LCFS credits. All notices shall be provided by email to CPI at [lcsnotification@chargepoint.com](mailto:lcsnotification@chargepoint.com).

#### **11.6 NOTICE TO OREGON CUSTOMERS.**

(a) Oregon's Clean Fuel Program ("OCFP") was created with the purpose of reducing greenhouse gas emissions in the transportation sector.

(b) The fueling of electric vehicles, and the operation of the ChargePoint Network, contributes to reducing Oregon's greenhouse gas emissions and is eligible for OCFP credits, which are issued by the Oregon Department of Environmental Quality. By reporting the amount of electric vehicle fueling, ChargePoint is able to help Oregon track the growing use of electric vehicles in the state, for which ChargePoint will receive OCFP credits.

(c) An available OCFP credit may be claimed by certain owners and operators of electric vehicle charging stations, including both Subscriber and CPI. However, the OCFP credits are only available to one party. This means any available credits may be claimed by either Subscriber or CPI, but not by both. CPI intends to claim available OCFP credits generated from use of the Charging Stations, but will not claim any available OCFP credits that Subscriber intends to claim.

(d) Subscriber agrees that it will provide CPI with written notice of its intent to claim OCFP credits within ten (10) days of the date of the Effective Date. If Subscriber does not currently intend to claim the OCFP credits, but desires to do so at any time in the future, Subscriber may, by providing written notice to CPI, elect to claim OCFP credits generated thirty (30) days or more after the date of such notice. Subscriber represents and warrants to CPI that, in the absence of providing written notice, Subscriber will not claim any OCFP credits. All notices shall be provided by email to CPI at [lcsnotification@chargepoint.com](mailto:lcsnotification@chargepoint.com).

**11.7 NOTICES.** Other than the notices required in Sections 11.5 and 11.6, any notice required or permitted by this Agreement shall be sent (a) if by CPI, via electronic mail to the address indicated by Subscriber in Subscriber's ChargePoint Services account; or (b) if by Subscriber, via electronic mail to [mssa@chargepoint.com](mailto:mssa@chargepoint.com).

**11.8 INJUNCTIVE RELIEF.** Subscriber acknowledges that damages for improper use of the ChargePoint Services may be irreparable; therefore, CPI is entitled to seek equitable relief, including but not limited to preliminary injunction and injunction, in addition to all other remedies.

**11.9 SEVERABILITY.** Except as otherwise specifically provided herein, if any term or condition of this Agreement or the application thereof to either Party will to any extent be determined jointly by the Parties or by any judicial, governmental or similar authority, to be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to this Agreement, the Parties or circumstances other than those as to which it is determined to be invalid or unenforceable, will not be affected thereby.

**11.10 ASSIGNMENT.** Subscriber may not assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of CPI (not to be unreasonably withheld). In the event of any purported assignment in breach of this Section, CPI shall be entitled, at its sole discretion, to terminate this Agreement upon written notice given to Subscriber. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns. CPI may assign its rights and obligations under this Agreement.

**11.11 NO AGENCY OR PARTNERSHIP.** CPI, in the performance of this Agreement, is an independent contractor. In performing its obligations under this Agreement, CPI shall maintain complete control over its employees, its subcontractors and its operations. No partnership, joint venture or agency relationship is intended by CPI and Subscriber to be created by this Agreement. Neither Party has any right or authority to assume or create any obligations of any kind or to make any representation or warranty on behalf of the other Party, whether express or implied, or to bind the other Party in any respect whatsoever.

**11.12 ENTIRE AGREEMENT.** This Agreement (including the attached Exhibits) contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes and cancels all previous and contemporaneous agreements, negotiations, commitments, understandings, representations and writings. All purchase orders issued by Subscriber shall state that such purchase orders are subject to all of the terms and conditions of this Agreement, and contain no other term other than the type of Service Plan, the number of Charging Stations for which such Service Plan is ordered, the term of such Service Plans and applicable Subscription Fees. To the extent of any conflict or inconsistency between the terms and conditions of this Agreement and any purchase order, the Agreement shall prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in any other documentation shall be incorporated into or form any part of this Agreement, and all such purported terms and conditions shall be null and void.

**11.13 COPYRIGHT POLICIES.** It is CPI's policy to respond to notices of alleged copyright infringement that comply with applicable international intellectual property law (including, in the

United States, the Digital Millennium Copyright Act) and to terminate the accounts of repeat infringers.

**11.14 THIRD PARTY RESOURCES.** The ChargePoint Services may include hyperlinks to other websites or resources. CPI has no control over any web sites or resources that are provided by companies or persons other than CPI. Subscriber acknowledges and agrees that CPI is not responsible for the availability of any such web sites or resources, CPI does not endorse any advertising, products or other materials on or available from such web sites or resources, and CPI is not liable for any loss or damage that may be incurred by Subscriber as a result of any reliance placed by Subscriber on the completeness, accuracy or existence of any advertising, products, or other materials on, or available from, such websites or resources.

**11.15 COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute but one and the same document.

**11.16 ENGLISH LANGUAGE AGREEMENT GOVERNS.** Where CPI has provided Subscriber with a translation of the English language version of this Agreement, Subscriber agrees that the translation is provided for Subscriber's convenience only and that the English language version of this Agreement governs Subscriber's relationship with CPI. If there is any conflict between the English language version of this Agreement and such translation, the English language version will prevail.

## EXHIBIT 1

### FLEX BILLING TERMS

This Exhibit sets forth certain additional terms and conditions ("Flex Billing Terms") pursuant to which Subscriber may charge Users fees for the use of Subscriber's Charging Stations. In order to charge such fees, Subscriber must subscribe to a Service Plan that includes CPI's management, collection and/or processing services related to such fees ("Flex Billing").

**1. DEFINITIONS.** The following additional defined terms shall apply to these Flex Billing Terms:

**1.1 "*CPI Fees*"** means a fee, currently equal to ten percent (10%) of Session Fees, charged for a particular Session. CPI Fees are charged by CPI in exchange for its collection and processing of Session Fees on behalf of Subscriber. CPI will provide Subscriber with thirty(30) days prior written notice (which may include, without limitation, notice provided by CPI through its regular newsletter to Subscriber) of any increase in CPI Fees.

**1.2 "*Net Session Fees*"** means the total amount of Session Fees collected on behalf of the Subscriber by CPI, less CPI Fees and Taxes, if any, required by law to be collected by CPI from Users in connection with the use of Charging Stations. Except as required by law, Subscriber shall be responsible for the payment of all Taxes incurred in connection with use of Subscriber's Charging Stations.

**1.3 "*Session*"** or "Charging Session" means the period of time during which a User uses Subscriber's Charging Station to charge his or her electric vehicle for a continuous period of time not less than two (2)

minutes commencing when a User has accessed such Charging Station and ending when such User has terminated such access.

**1.4 "Session Fees"** means the fees set by the Subscriber for a Charging Session, inclusive of any applicable Taxes.

## **2. FLEX-BILLING SERVICE FOR CHARGING STATIONS.**

**2.1. SESSION FEES.** Subscriber shall have sole authority to determine and set in real-time Session Fees. Subscriber shall be solely responsible for determining and charging Session Fees in compliance with all applicable laws and regulations (including without limitation any restriction on Subscriber's use of per-kWh pricing). Subscriber acknowledges that CPI is not responsible for informing Subscriber of applicable laws or changes thereto, and CPI will not be liable to Subscriber or any third party for any alleged or actual failure of Subscriber to comply with such applicable laws and regulations.

**2.2 DEDUCTIONS FROM SESSION FEES.** In exchange for CPI collecting Session Fees on behalf of the Subscriber, the Subscriber hereby authorizes CPI to deduct from all Session Fees collected: (i) CPI Fees and (ii) to the extent required by Section 3, applicable Taxes.

**2.3 PAYMENT TO SUBSCRIBER OF NET SESSION FEES.** CPI shall remit Net Session Fees to Subscriber not more than thirty (30) days after the end of each calendar month as directed by Subscriber from time to time through the applicable ChargePoint Services. Notwithstanding the foregoing, no such payment will be required if at the end of any calendar month the amount due to Subscriber hereunder is less than fifty U.S. Dollars (\$50), except in connection with the expiration or termination of this Agreement. In no event shall CPI remit amounts due to Subscriber, regardless of the amount then due, later than thirty (30) days following the end of each calendar quarter.

**3. TAXES.** Subscriber is responsible for the payment of all Taxes incurred in connection with Session Fees; provided that CPI is solely responsible for all Taxes assessable based on CPI's income, property and employees. Where CPI is required by law to collect and/or remit the Taxes for which Subscriber is responsible, the appropriate amount shall be invoiced to Subscriber and deducted by CPI from Session Fees, unless Subscriber has otherwise provided CPI with a valid tax or regulatory exemption certificate or authorization from the appropriate taxing or regulatory authority.

## **EXHIBIT 2**

### **API TERMS**

This Exhibit sets forth certain additional terms and conditions ("API Terms") governing Subscriber's use of the APIs in connection with Subscriber's use of the ChargePoint Services. The API Terms are part of the Agreement, and all such use of the APIs remains subject to the Agreement terms.

**1. ADDITIONAL DEFINITIONS.** The following additional definitions shall apply to the API Terms.

**1.1 "API Implementation"** means a Subscriber software application or website that uses any of the

APIs to obtain and display Content in conjunction with Subscriber Content and Services.

**1.2 "API Documentation"** means all Documentation containing instructions, restrictions or guidelines regarding the APIs or the use thereof, as amended and/or supplemented by CPI from time to time.

**1.3 "CPI Site Terms"** means the Terms and Conditions displayed on CPI's website, governing use of CPI's website and the ChargePoint Services by visitors who are not Service Plan subscribers.

**2. API USE.** Subscriber may use the APIs as and to the extent permitted by Subscriber's Service Plan and the API Documentation, subject to the terms and conditions of the Agreement.

**2.1 AVAILABLE APIs AND FUNCTION CALLS.** The APIs give Subscriber access to information through a set of function calls. The particular APIs and API function calls made available by CPI from time to time (and the Content available through such APIs and function calls) will be limited by Subscriber's Service Plan, and Subscriber's particular Service Plan may not include all APIs and function calls then available from CPI.

**2.2 USE AND DISPLAY OF CONTENT.** Subscriber is permitted to access, use and publicly display the Content with Subscriber Content and Services in Subscriber's API Implementation, subject to the following requirements and limitations.

(a) All Charging Station locations provided to Subscriber as part of the Content shall be clearly identified by Subscriber in Subscriber's API Implementation as ChargePoint® Network Charging Stations and shall contain the Brand Identifiers required by the API Documentation. In no event shall Subscriber's API Implementation identify or imply that any Charging Station is a part of any network of charging stations other than ChargePoint.

(b) Subscriber shall keep the Content used by Subscriber's API Implementation current with Content obtained with the APIs to within every forty eight (48) hours.

(c) Content provided to Subscriber through the APIs may contain the trade names, trademarks, service marks, logos, domain names, and other distinctive brand features of CPI's business partners and/or other third party rights holders of Content indexed by CPI, which may not be deleted or altered in any manner.

(d) Subscriber shall not:

(i) pre-fetch, cache, or store any Content, except that Subscriber may store limited amounts of Content for the purpose of improving the performance of Subscriber's API Implementation if Subscriber does so temporarily, securely, and in a manner that does not permit use of the Content outside of the ChargePoint Service;

(ii) hide or mask from CPI the identity of Subscriber's service utilizing the APIs, including by failing to follow the identification conventions listed in the API Documentation; or

(iii) defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of



privacy and publicity) of others.

**2.3 REQUIRED INFORMATION.** Subscriber must:

- (a) display to all viewers and users of Subscriber's API Implementation the link to the CPI Site Terms and Conditions as presented through the ChargePoint Services or described in the Documentation;
- (b) explicitly state in the use terms governing Subscriber's API Implementation that, by using Subscriber's API Implementation, such viewers and users are agreeing to be bound by the CPI Site Terms; and
- (c) include in Subscriber's API Implementation, and abide by, a privacy policy complying with all applicable laws; and
- (d) comply with all applicable laws designed to protect the privacy and legal rights of users of Subscriber's API Implementation.

**2.4 REPORTING.** Subscriber must implement reporting mechanisms, if any, that CPI requires in the API Documentation.

**3. CPI BRANDING REQUIREMENTS AND RESTRICTIONS.**

**3.1 MANDATORY CPI BRANDING.** Subject to Section 3.2 below and the restrictions on use of CPI Marks set forth in the Agreement, Subscriber agrees that each page comprising Subscriber's API Implementation will include a ChargePoint logo and will state that Subscriber's application or website is provided, in part, through the ChargePoint Services.

**3.2 RESTRICTIONS.** Subscriber shall not:

- (a) display any CPI Mark as the most prominent element on any page in Subscriber's API Implementation or Subscriber's website (except as used in connection with the display of Charging Stations); or
- (b) display any CPI Mark anywhere in Subscriber's API Implementation or on Subscriber's website if Subscriber's API Implementation or website contains or displays adult content or promotes illegal activities, gambling, or the sale of tobacco or alcohol to persons under twenty-one (21) years of age.

**EXHIBIT 3**

**TERMS REGARDING GRANTING OF RIGHTS**

This Exhibit sets forth certain additional terms and conditions applicable to Rights Grantors and Rights Grantees regarding the granting of Rights ("Rights Terms"). The Rights Terms are part of the Agreement, and all use of the ChargePoint Services permitted pursuant to the Rights Terms remains subject to the Agreement.

1. **ADDITIONAL DEFINITIONS.** The following additional definitions shall apply.

1.1 ***"Rights Grantor"*** means a Subscriber that has granted Rights.

1.2 ***"Rights Grantee"*** means a Subscriber that is granted Rights. For purposes of this Agreement, a Subscriber shall be deemed to have granted Rights to the entity assisting Subscriber with creating its account and initiating Subscriber's access to Services.

2. **TERMS.** This Section governs Subscriber's granting of Rights as a Rights Grantor.

**2.1 LIMITED RIGHTS.** A Rights Grantee's right to access and use the ChargePoint Services for and on behalf of a Rights Grantor is limited to the specific Rights granted by such Rights Grantor to such Rights Grantee. Such Rights may be limited according to the Service Plan(s) subscribed to by Subscriber. Subscriber may revoke Rights, or any portion thereof, it has granted to a Rights Grantee at will and such Rights will. In no event may Subscriber grant Rights in excess of those provided to it through the Service Plan(s) to which it has subscribed.

**2.2 RESPONSIBILITY FOR AUTHORIZED USER.** All use of the ChargePoint Services by a Rights Grantee exercising Rights granted by Subscriber shall be subject to the terms and conditions of the Agreement (including without limitation Subscriber's indemnification obligation pursuant to Section 10 thereof). Subscriber shall be responsible for the actions, omissions, or performance of such Rights Grantee while exercising any such Rights, as if such action, omission or performance had been committed by Subscriber directly.

**2.3 NO AGREEMENT.** Subscriber acknowledges and agrees that the ChargePoint Services merely enable a Rights Grantor to extend Rights to Rights Grantees. The mere extension of such Rights by a Rights Grantor to a Rights Grantee does not constitute an agreement between Rights Grantor and the Rights Grantee with respect to the granted Rights or the exercise of such Rights by the Rights Grantee. CPI does not, either through the terms of the Agreement or the provision of ChargePoint Services undertake to provide any such agreement. It is the responsibility of the Rights Grantor and the Rights Grantee to enter into such an agreement on terms mutually acceptable to each. CPI expressly undertakes no liability with respect to such an agreement and Rights Grantor fully and unconditionally release CPI from any liability arising out of such an agreement. Further Rights Grantor agree to indemnify and hold CPI, its officers, directors, agents, affiliates, distribution partners, licensors and suppliers harmless from and against any and all claims, actions, proceedings, costs, liabilities, losses and expenses (including, but not limited to, reasonable attorneys' fees) (collectively, "Claims") suffered or incurred by such indemnified parties resulting from or arising out of such agreement.

## General Contract Information

Contract No: 22-1002745 Amendment No.: 1Contract Class: Receivable Department: Management ServicesCustomer ID: CHARGEPOINT Customer Name: ChargePointDescription: ChargePoint Master Services and Subscription Agreement

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

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)					\$	-

## Contract Authorization

Board of Directors Date: 01/05/2022 Board Item # 8235

## Contract Management (Internal Purposes Only)

State/Local

Services

N/A

Accounts Receivable											
Total Contract Funding:		\$		-		Funding Agreement No:		22-1002745			
Beginning POP Date:		01/05/2022		Ending POP Date:		12/31/2039		Final Billing Date: NA			
Expiration Date:		12/31/2039									
Sub-					Sub-						
Fund	Prog	Task	Task	Revenue	Total Contract Funding:	Fund	Prog	Task	Task	Revenue	Total Contract Funding:
GL: 2840	10	0101	0102	43011001	-	GL:					-
GL:					-	GL:					-
GL:					-	GL:					-
GL:					-	GL:					-
GL:					-	GL:					-

Ivan Ramirez

Duane Baker

Project Manager (Print Name)

Task Manager (Print Name)

Additional Notes:



## ChargePoint LCFS Addendum

ChargePoint, Inc. ("ChargePoint") and the San Bernardino County Transportation Authority (the "Subscriber") are parties to the ChargePoint Master Services and Subscription Agreement, as amended (the "MSSA"). This ChargePoint LCFS Addendum ("Addendum") incorporates by reference all terms, conditions, limitations and obligations of the parties under the MSSA, except as expressly modified in this Addendum with respect to the Program/Management Services (terms defined below). In the event of any inconsistency or conflict between the terms of this Addendum and the MSSA, this Addendum will be the prevailing document with respect to the Program/Management Services.

Topic	Terms and Conditions
General Description of Program	<p>ChargePoint's Clean Fuels Plus Program ("Program"):</p> <p>ChargePoint will provide services that make it easy for ChargePoint subscribers to take advantage of the applicable Clean Fuels Program specified herein, such as the California Low Carbon Fuel Standard ("LCFS"), by offering end-to-end program and credit management services, including registration, reporting, credit monetization, portfolio and account management, and verification services, on behalf of Subscriber.</p> <p>Net Proceeds generated through the Program can be used to fund Subscriber's electric vehicle ("EV") charging station expansion or used to offset associated Subscription costs.</p> <p>"Clean Fuels Program" means the various clean fuel programs that reduce the carbon intensity of transportation fuels and in exchange offer a benefit, monetary or otherwise, to the Credit Generator.</p> <p>"Credit Generator" means a fuel reporting entity that manages all reporting and generates credits in a Clean Fuels Program.</p>
Clean Fuels Program applicable to this Addendum	California LFCS
Management Services	<p>ChargePoint agrees to provide market and credit management services under the Program on behalf of Subscriber, including account management and asset registration; fuel pathway registration and upkeep; submission of fuel transaction reports; credit monetization and portfolio management; management of any required verification and/or validation services under the Program; submission of annual compliance reports; general correspondence with regulating authorities ("Regulators"); and general regulatory tracking and compliance services.</p>

## ChargePoint LCFS Addendum

Topic	Terms and Conditions
ChargePoint Program Fees and Expenses	In exchange for Management Services, ChargePoint will net out compensation equal to 30% of Clean Fuels Program credit sales proceeds, per the Monetization and Reporting terms ("Net Program Proceeds"). Program Fees will be netted out of total Program proceeds. Any verification or validation related costs associated with program compliance, brokerage fees, or renewable energy instrument and/or contract purchases made to augment credit generation, will be deducted from Subscriber's share of Program proceeds. Net Program Proceeds will continue to accumulate throughout the term of the MSSA, unless terminated earlier as provided in this Addendum ("Program Term").
Limitations on Use of LCFS Credit Proceeds	Under California's LCFS Regulations and Guidance (collectively the "LCFS Rules"), Credit Generators must use credit proceeds to benefit EV drivers and customers of EV charging stations, and generally invest in projects that promote transportation electrification in California. Net Program Proceeds reinvested through ChargePoint meet the LCFS Rules and are eligible for redemption against new ChargePoint hardware and software purchases and may be applied to offset subscription costs. Subscriber must have a minimum Program balance of \$250 to qualify for redemption or remittance.
Term	This Addendum and the Management Services provided hereunder commences upon ChargePoint's receipt of the Subscriber's notice to proceed, but no earlier than the commencement of the MSSA, and continues unless terminated earlier of either: (i) termination or expiration of the MSSA; or (ii) this Addendum is terminated by the Subscriber or ChargePoint as provided in this Term section below. Upon renewal of Subscriber's ChargePoint cloud subscription plan under the MSSA, the Program Term will auto renew unless either party chooses to opt-out of the Program. Subscriber must provide written notice of Subscriber's intent to terminate Subscriber's participation in the Program at least ninety (90) days in advance of the proposed termination. Notwithstanding such notice to terminate, if Subscriber's eligible ChargePoint charging stations generate non-monetized clean fuels program credits after such notice is provided, ChargePoint will perform the Management Services needed to monetize such credits and provide the related net compensation to Subscriber. In the event Subscriber has a remaining Program balance at the end of the Program Term and does not renew its ChargePoint cloud subscription plan, ChargePoint will cash Subscriber out (i.e. remit the remaining Program balance to Subscriber). This Addendum may also be terminated (a) by ChargePoint upon ninety (90) days' advance notice, (b) automatically upon termination of any Clean Fuels Program, or (c) by either party in the event of a material breach by the other party, by notice from the other party if the material breach remains uncured for a period of thirty (30) days after notice by the non-breaching party to the breaching party.
Subscriber Authorizations	Subscriber agrees to transfer and convey to ChargePoint such consents as ChargePoint may reasonably require in order to generate and monetize Clean Fuels Program credits.
Monetization Terms	California LCFS credits are typically generated in the second calendar quarter following the dispensing of electricity at EV charging stations. ChargePoint intends to sell LCFS credits generated from Subscriber's ChargePoint charging stations, that are tied to a renewal cloud plan subscription within the last five (5) years, within six (6) months of credit issuance, but may sell at a later date depending on

## ChargePoint LCFS Addendum

Topic	Terms and Conditions
	<p>market conditions. Other Clean Fuels Programs may vary from this reporting and credit issuance timeline, which may affect the Monetization Terms of this Section.</p> <p>Within forty-five (45) days of credit monetization, ChargePoint will remit Subscriber's share of net credit proceeds generated from the sale of Clean Fuels Program credits (subject to the \$250 Limitations minimum), in each case originating from Subscriber's eligible ChargePoint charging stations. In the event ChargePoint does not monetize credits generated from Subscriber's eligible ChargePoint charging stations within six months of credit issuance due to market conditions such as pricing, low liquidity, low credit generation, or other factors creating unusually high transaction costs that would negatively affect Subscriber, ChargePoint will notify Subscriber of market conditions and rationale for delaying monetization. The timing and terms of sale, including pricing, shall be at ChargePoint's sole and absolute discretion. Subscriber waives and releases ChargePoint from any claims arising from actual or alleged failures by ChargePoint to achieve any particular terms, timing or pricing.</p> <p>Clean Fuels Programs are market driven; credit prices fluctuate based on supply and demand. Past performance is not a guarantee of future prices. The timely approval and acceptance of charging station registrations, verification, fuel pathway reports, and other applicable compliance reports, depends on regulatory approval and auditing and can vary. ChargePoint will use commercially reasonable efforts to register and report all of Subscriber's eligible ChargePoint charging stations and fuel dispensed each quarter, but does not guarantee that all of Subscriber's eligible ChargePoint charging stations or fuel dispensed will be registered and credited. Subscriber releases ChargePoint from any and all claims that ChargePoint did not report all of Subscriber's eligible credits.</p>
Subscriber's Representations and Warranties	<p>Subscriber represents and warrants that it is the owner/operator of EV charging equipment under the MSSA that has generated the Program credits conveyed to ChargePoint hereunder, and that Subscriber has not conveyed any such rights to generate and monetize the Program credits to any third party.</p> <p>Subscriber warrants the transfer of ownership and reporting rights associated with all Clean Fuels Program credits generated from ChargePoint's charging stations, under the terms agreed to herein.</p> <p>With regards to the California LCFS, Subscriber represents and warrants that Subscriber will use all funding generated through the Program in a manner that meets the LCFS Rules.</p>
Reinvestment of the Credits	<p>Under the current California LCFS Rules, the reinvestment of the credit proceeds in ChargePoint's EV equipment meets the requirements under the LCFS Rules. ChargePoint makes no representation that Program funding not reinvested with ChargePoint meets these requirements under the LCFS Rules.</p>
Forward Contract Exclusion	<p>To the extent that transactions entered between the Subscriber and ChargePoint under the Program are deemed to constitute "commodity forwards" or "commodity options" under the U.S. Commodity Exchange Act (together with the rules and regulations thereunder, the "Act"), the parties intend that all the elements for the</p>

## ChargePoint LCFS Addendum

<b>Topic</b>	<b>Terms and Conditions</b>
	forward contract exclusion from the "swap" definition or the trade option exemption, as applicable, under the Act, will be satisfied.
Change in Law	Should any Clean Fuels Program be terminated, for whatever reason, the obligations under this Addendum shall be rendered null and void from and after such date of termination to the date that the Clean Fuels Program is restored. If the relevant Clean Fuels Program is modified in any material respect, either party has the right to terminate this Addendum immediately upon written notice to the other party.
Cooperation, Future Assurances	Subscriber shall take such additional actions, provide such additional information and otherwise cooperate with ChargePoint as required to ensure that ChargePoint is able to generate and monetize Clean Fuels Program credits generated from the dispensing of electricity to vehicles through Subscriber's ChargePoint charging stations.
Counterparts	This Addendum may be executed in one or more counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute but one and the same document.
Definitions	All capitalized terms herein that are not otherwise defined herein shall have the meanings set forth in the MSSA.

Subscriber: San Bernardino County  
Transportation Authority

Name: Curt Hagman

Title: President

Date: 1170 W. 3rd Street, 2nd Floor

Address: San Bernardino, CA 92410

ChargePoint, Inc.

Name: Pasquale Romano

Title: CEO

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

Address: 254 E. Hacienda Ave  
Campbell, CA 95008

**APPROVED AS TO FORM**

By:

Julianna K. Tillquist  
General Counsel

Name: Rex Jackson

Title: CFO

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

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

## ***Minute Action***

AGENDA ITEM: 7

***Date:*** January 5, 2022

***Subject:***

Fiscal Year 2021/2022 Initiatives and Action Plan - Second Quarter Report

***Recommendation:***

Receive the Fiscal Year 2021/2022 Initiatives and Action Plan - Second Quarter Report.

***Background:***

The San Bernardino County Transportation Authority's (SBCTA) Fiscal Year 2021/2022 Initiatives and Action Plan establish the Board of Directors' priorities for the year. The Executive Director uses this as a tool with the Executive Management Team to evaluate SBCTA's progress in achieving the Board's priorities.

***Financial Impact:***

This item is consistent with the Adopted Fiscal Year 2021/2022 Budget.

***Reviewed By:***

This item was received by the General Policy Committee on December 8, 2021.

***Responsible Staff:***

Raymond Wolfe, Executive Director

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Approved  
Board of Directors  
Date: January 5, 2022

Witnessed By:

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*Entity: San Bernardino County Transportation Authority*

San Bernardino County Transportation Authority  
Fiscal Year 2021/2022 Initiatives and Action Plan

7.a

Attachment: Fiscal Year 2021-2022 Initiatives and Action Plan - Q2 (8231 : Receive the Fiscal Year

Initiative #1: Transparent and Accountable Allocation Strategies					
Division Strategy: Complete timely audits of Measure I and Transportation Development Act recipients					
1A	Action Plan	Milestones	Milestone Status	Responsibility	
	Manage and communicate with Audit firm to plan and complete annual audits.	Manage and complete audits - Q2	Distributed annual audit letter to all cities, county, and transit operators on 5/11/2021.	Finance	
	Monitor progress of audits.	Monitor audit until complete - Q2	Met with Auditor and transit operators on 7/29/2021.		
	Inform Committees and Board of status of audits.	Committee and Board - Q3			
	Manage Transportation Development Act (TDA) triennial performance audits of SBCTA and transit operators.	Board presentation of audits and submittal to Caltrans - Q2	The Triennial Performance Audits of SBCTA and each of the operators were presented to the Board in October 2021.	Fund Administration, Transit	
	Notes				
Division Strategy: Update construction in progress and conduct annual inventory of capital assets					
1B	Action Plan	Milestones	Milestone Status	Responsibility	
	Conduct biannual inventory of capital and inventorior assets, including updates to construction in progress (CIP).	Updates to CIP and capital assets - Q3	In progress.	Finance	
	Notes				
Division Strategy: Use strategic programming to ensure that no funds are lost					
1C	Action Plan	Milestones	Milestone Status	Responsibility	
	Manage projects closely with California Department of Transportation (Caltrans) to ensure adequate resources are available when projects are ready.	May 1 is Caltrans' deadline for guaranteed access to federal Obligation Authority (OA) – Q4	On schedule	Fund Administration, Project Delivery, Transit	
		June 30 is California Transportation Commission (CTC) deadline for project allocation or extension requests – Q4	On schedule		
	Manage projects to ensure funds are not lost.	Request allocation of Planning, Programming and Monitoring funds for Fiscal Year 2022/2023 - Q4	On schedule	Fund Administration	
		Request allocation or extension of competitive funding awards and State Transportation Improvement Program (STIP) for West Valley Connector (WVC), I-10 Truck Climbing Lanes and the Zero Emission Multi-Unit (ZEMU) Vehicle projects - Q4	On schedule. The allocation for construction funding for the ZEMU project was approved at the October 2021 California Transportation Commission meeting. Because of numerous grant awards for WVC, the STIP funds programmed for that project will be deferred for other projects in accordance with the 2022 STIP proposal approved by the Board in November 2021.		
	Work with SBCTA staff, local agencies, and Caltrans to prepare project submittals for inclusion in the 2023 Federal Transportation Improvement Program ensuring consistency with the Regional Transportation Plan and financial constraint requirements.	Coordinate to collect and submit necessary information to SCAG for modeled projects - Q1	Eight modeled projects that needed modeling changes in the 2023 FTIP were submitted to SCAG on July 6, 2021.		
		Coordinate to collect and submit necessary information to SCAG for non-modeled projects - Q3	On schedule		
	Monitor approval of 2022 State Transportation Improvement Program (STIP) and possible impacts of reduced programming capacity from COVID-19 impacts on gas tax revenue.	Participate in development of the 2022 STIP Guidelines to seek to align STIP programming with the 2021 Update to the 10-Year Delivery Plan and ensure San Bernardino County receives its equitable share in 2022 STIP – Q3	The Board approved the proposed 2022 STIP programming in November 2021. The CTC is scheduled to adopt the 2022 STIP in March 2022.		
Notes					

Yellow shading means the work is behind schedule

Red text signifies urgent and significant challenges in completing the task

San Bernardino County Transportation Authority  
Fiscal Year 2021/2022 Initiatives and Action Plan

Division Strategy: Protect San Bernardino County’s equitable share of available state and federal funds				
1D	Action Plan	Milestones	Milestone Status	Responsibility
	Develop funding strategies that maximize resources available and result in opportunities to seize additional state and federal funds.	Ensure Obligation Authority (OA) and apportionment are available as new projects are ready while planning for implementation of the zero emission bus mandate - Q4	On schedule	Fund Administration, Project Delivery, Transit
	Notes			
Division Strategy: Develop long-term bonding needs to help leverage other funds and deliver projects				
1E	Action Plan	Milestones	Milestone Status	Responsibility
	Establish plan for 2022 sales tax revenue bond program through development of the 2021 Update to the 10-Year Delivery Plan.	Present current status of Measure I Programs and proposed projects for inclusion in 2021 Update to the 10-Year Delivery Plan to Policy Committees - Q1	Current status and proposed projects were presented to the Policy Committees in September 2021.	Fund Administration (Finance, Project Delivery, Transit, Planning)
		Present final 2021 Update to the 10-Year Delivery Plan to the Board for approval - Q2	The 2021 Update to the 10-Year Delivery Plan is scheduled for adoption by the Board in December 2021.	
		Monitor implementation of the 2021 Update to the 10-Year Delivery Plan and Measure I revenue receipts to identify need for short-term borrowing ahead of the planned 2023 sales tax revenue bond program – Q4	Monitoring will begin upon approval by the Board in December.	
	Notes			
Division Strategy: Manage geographic equity in fund distribution across the County				
1F	Action Plan	Milestones	Milestone Status	Responsibility
	Manage long-term strategy for ensuring geographic equity in fund distribution over the life of the Measure.	Present proposed Mountain/Desert subarea projects to be included in the 2021 Update to the 10-Year Delivery Plan and the outlook for future priority projects to the Mountain/Desert Policy Committee – Q2	Proposed project lists were presented to the Committee in September 2021.	Fund Administration
	Notes			
Division Strategy: Manage SBCTA railroad right-of-way in an efficient and comprehensive fashion				
1G	Action Plan	Milestones	Milestone Status	Responsibility
	Manage SBCTA railroad right of way in an efficient and comprehensive fashion.	Ongoing	Ongoing	Transit
	Notes			
Initiative #2: Engender Public Trust				
Division Strategy: Secure an unmodified opinion of Comprehensive Annual Financial Report (CAFR)				
2A	Action Plan	Milestones	Milestone Status	Responsibility
	Plan meeting at interim field work with Executive Board officers and Certified Public Accountant (CPA) firm.	Meet with Executive Board - Q2	Executive Board met with Auditor on 5/10/2021.	Finance
	Notes			

Yellow shading means the work is behind schedule

Red text signifies urgent and significant challenges in completing the task

San Bernardino County Transportation Authority  
Fiscal Year 2021/2022 Initiatives and Action Plan

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Attachment: Fiscal Year 2021-2022 Initiatives and Action Plan - Q2 (8231 : Receive the Fiscal Year

Division Strategy: Obtain Certificate of Achievement for Excellence in Financial Reporting				
2B	Action Plan	Milestones	Milestone Status	Responsibility
	Apply for Government Finance Officers Association (GFOA) award for the Annual Financial Report (Annual Report).	GFOA Award submittal - Q3		Finance
	Notes			
Division Strategy: Complete Measure I Biennial Agreed Upon Procedures				
2C	Action Plan	Milestones	Milestone Status	Responsibility
	Complete agreed upon procedures (AUP) for Measure I programs.	AUP complete - Q3		Finance
	Notes			
Division Strategy: Obtain Distinguished Budget Presentation Award				
2D	Action Plan	Milestones	Milestone Status	Responsibility
	Apply for GFOA award for annual budget.	GFOA Award submittal - Q1	Submitted application for budget award to GFOA on 8/11/2021.	Finance
	Notes			
Division Strategy: Complete internal control self-assessment to identify areas of improvement.				
2E	Action Plan	Milestones	Milestone Status	Responsibility
	Complete review of annual internal control self-assessment (AICA).	Review of AICA - Q3	Finance completed review of internal control assessment on 10/6/2021. Recommendations include drafting desk procedures for budgeting, grant reporting and close-outs, cash management and investments, and cybersecurity.	Finance
	Notes			
Division Strategy: Deploy an Enterprise Resource Planning System				
2F	Action Plan	Milestones	Milestone Status	Responsibility
	Procure consultant to perform business process analysis.	Release Request for Proposal to select consultant - Q4	Project has been delayed to Fiscal Year 2022/2023 as records retention project is taking longer than anticipated.	Special Projects and Strategic Initiatives
	Notes			
Division Strategy: Implement the Records Retention Schedule				
2G	Action Plan	Milestones	Milestone Status	Responsibility
	Solicit new offsite storage facility for paper records and procure consultant to assist with implementing a records retention process for electronic documents.	Release Request for Proposal to select offsite storage facility and award contract - Q1 & Q2	Proposals were received on November 11, 2021. Contract award anticipated to take place in Q3.	Special Projects and Strategic Initiatives and Executive Administration and Support
		Release RFP for consultant to assist with implementation of the records retention process for electronic documents and award contract - Q2 & Q3	RFP has been delayed to Q4. A records inventory and clean up will be performed prior to release of this Request for Proposal.	
Notes				



San Bernardino County Transportation Authority  
Fiscal Year 2021/2022 Initiatives and Action Plan

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Attachment: Fiscal Year 2021-2022 Initiatives and Action Plan - Q2 (8231 : Receive the Fiscal Year

Initiative #3: Focus on Creating and Strengthening Collaborative Partnerships with Governmental and Business Entities				
Division Strategy: Work with other governments and business groups to leverage resources for our region’s benefit				
3A	Action Plan	Milestones	Milestone Status	Responsibility
	Prepare tools to assist local agencies with changes to statewide housing policies and environmental regulations.	Incorporate housing as part of 2022 City/County Conference with tools and strategies.	On schedule	COG
	Work with Equity Ad Hoc Committee to develop tools that can be used by our communities to better understand how issues of equity impact the built environment.	Finalize agreement with UCR and other partners in Q2 to conduct work to create map based tool for our agencies to be available Q1 Fiscal Year 2022/2023	Contract Complete, Study Underway	
	Work with Countywide Emergency Medical Care Committee to implement a plan, based on policy direction, for optimizing emergency medical services.	Develop information tools to be used by our member agencies to explain how ECNS works to help set public expectations - Q1	Regional Toolkit created and disseminated to local jurisdictions for outreach.	
	Continue close coordination with Brightline West, including development of the three party lease agreement for Rancho Cucamonga Metrolink Station, updated station agreement, and the lease for the San Gabriel Subdivision.	Present the various agreements to the Board - Q3	On schedule	Transit
	Notes			
Division Strategy: Enhance COG role				
3B	Action Plan	Milestones	Milestone Status	Responsibility
	Develop COG work plan and funding plan for Board consideration.	Present a COG work plan and funding recommendations to Board - Q2	This will occur in Q3	COG
	Organize annual City/County Conference.	In person conference set for April 2022.	On schedule	
	Collaborate with Member Agencies through the COG Advisory Group during the decision-making process on items related to the COG work plan and any items related to the Countywide Vision.	Ongoing quarterly meetings with COG Advisory Group and periodic updates to City Managers.	Ongoing	
	Notes			
Division Strategy: Enhance SBCOG’s and the region’s ability to compete for grant funding				
3C	Action Plan	Milestones	Milestone Status	Responsibility
	Host grant writing workshop for our members and other local government partners.	Host a workshop - Q3	Workshop will be Q2 in December	COG
	Better communicate grant opportunities to member agencies.	Provide monthly updates to member agencies on new grant opportunities.	Ongoing	
	Notes			
Division Strategy: Assist local governments with environmental and efficiency initiatives				
3D	Action Plan	Milestones	Milestone Status	Responsibility
	Work with local agencies with Zero Emission Vehicle (ZEV) readiness plan and assist in identifying grant opportunities for charging infrastructure.	Include EV charging infrastructure grants in monthly grant updates.	EV charging infrastructure information/updates is being included in the monthly grant updates - when there is an opportunity that local agencies may be able to respond to.	Air Quality/Mobility
	Assist local agencies with reducing energy consumption and achieving savings through formation of a Regional Energy Network.	Waiting for CPUC to respond to our REN business plan submittal. Expect response in Q2 or Q3. Report to the Board by Q4.	Expecting final approval of funding from CPUC in Nov. 2021. Report to Board on next steps for implementation in Jan. 2022.	
	Notes			

San Bernardino County Transportation Authority  
Fiscal Year 2021/2022 Initiatives and Action Plan

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Attachment: Fiscal Year 2021-2022 Initiatives and Action Plan - Q2 (8231 : Receive the Fiscal Year

Initiative #4: Accelerate Delivery of Capital Projects				
Division Strategy: Deliver the Redlands Passenger Rail Project & Implement Arrow Service				
4A	Action Plan	Milestones	Milestone Status	Responsibility
	Final completion of the Redlands Passenger Rail Project.	Issue Certificate of Completion - Q2	Delayed to Q3	Transit
	Coordinate pre-revenue testing and commissioning activities with Metrolink and the Federal Railroad Administration (FRA) to start revenue service.	Start revenue service - Q4	Delayed to Q1 Fiscal Year 2023	
	Notes			
	Construction of maintenance facility base contract work is scheduled to be completed Q2. Additional retrofit work on the facility needs to be completed and currently estimated to be completed at end of Q3. Delivery of first DMUs to California is anticipated Q2 and remaining DMUs by Q3.			
Division Strategy: Support Delivery of Gold Line Phase 2B				
4B	Action Plan	Milestones	Milestone Status	Responsibility
	Close the funding shortfall in San Bernardino County if Foothill Gold Line Construction Authority commits to building to the county line.	To be determined, depends on GLA securing funding	Ongoing	Transit
	Notes			
The Gold Line Construction Authority must secure additional funding before October 2021 in order to execute the current contract option to build from Pomona to Montclair.				
Division Strategy: Support Delivery the West Valley Connector Phase I				
4C	Action Plan	Milestones	Milestone Status	Responsibility
	Complete final design for mainline corridor.	Approve PS&E - Q1	100% PS&E for corridor improvements is complete	Transit
	Execute full funding grant agreement with the Federal Transit Administration (FTA) for the Small Starts funding and supplemental American Recovery Plan funding.	Execute grant agreement - Q3	Anticipated Q4 due to delay in executing 3rd party agreements.	
	Make substantial progress on right of way acquisitions.	Acquire over 75% of the needed parcels - Q4	On schedule	
	Notes			
The 100% mainline design is complete. The request to release Invitation for Bids (IFB) is scheduled for Q1 FY23 pending right of way acquisitions. The Engineer's Estimate will be updated prior to release of the IFB. PS&E for the maintenance facility improvements to commence Q3 once EIR addendum is complete.				
Division Strategy: Produce Zero or Low Emission Multiple Unit				
4D	Action Plan	Milestones	Milestone Status	Responsibility
	Complete final design of the Zero Emission Multi-Unit Vehicle (ZEMU) in close consultation with the FRA and Southern California Regional Rail Authority (SCRRA), and begin vehicle assembly.	Approve final design - Q2	Delayed	Transit
	Notes			
Approval of final design (FDR) is now scheduled to occur in Q3, however, first article inspections on the carbody shells will still occur in Q2 and FDR is currently underway.				
Division Strategy: Delivery of Capital Projects - Project Approval and Environmental Document (PA/ED) Milestones:				
4E	Action Plan	Milestones	Milestone Status	Responsibility
	I-10 Mt. Vernon Interchange	PA/ED approval - Q2	Changing from Q2 to Q3 due to delay with the RTP approval.	Project Delivery
	Notes			

San Bernardino County Transportation Authority  
Fiscal Year 2021/2022 Initiatives and Action Plan

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Attachment: Fiscal Year 2021-2022 Initiatives and Action Plan - Q2 (8231 : Receive the Fiscal Year

Division Strategy: Delivery of Capital Projects - Plans, Specifications and Estimate (PS&E); Engineering Reports Milestones:				
4F	Action Plan	Milestones	Milestone Status	Responsibility
	I-10 Cedar Interchange	PS&E approval - Q2	On schedule	Project Delivery
	North First Avenue Bridge over BNSF	PS&E approval - Q2	Changing from Q2 to Q3 due to funding delay.	
	ATP Metrolink Phase II	PS&E approval - Q3	Changing from Q3 to Q4 due to delay with C&M Execution.	
	Mt. Vernon Avenue Viaduct	PS&E approval - Q3 (On Design Build Projects the design is completed in packages rather than a single bid package so this milestone is not really relevant)	Changing from Q3 to Q4. Final field data won't be available until later than anticipated, but that delayed completion of the PS&E doesn't change the new bridge construction date since design is produced in small construction packages.	
	I-10 Eastbound Truck Climbing Lane	PS&E approval - Q4	On schedule	
	Notes			
Division Strategy: Delivery of Capital Projects - Construction Milestones:				
4G	Action Plan	Milestones	Milestone Status	Responsibility
	I-10 Alabama Interchange	Start construction - Q2	On schedule	Project Delivery
	I-10 University Interchange	Complete for Beneficial Use - Q2	Anticipated Q3. The delay is due to a combination of changes to the contract plans that are taking time to resolve, delay in procuring State Furnished Materials such as signal controllers and cabinets, and contractor delays in procuring construction materials (such as lumber and steel) due to shortages in supply chain due to the COVID-19 pandemic.	
	I-10 Cedar Interchange	Start construction - Q4	On schedule, however potential deferment to 22/23 - Q1 to qualify for Section 190 funds (must award after July 1, 2022 to qualify for funds)	
	North First Avenue Bridge over BNSF	Start construction - Q3	Anticipated 2022/2023 Q1 due to delay to allow for federal funding obligation.	
	Notes			
Initiative #5: Maximize Funding Opportunities and Cost-Effectiveness of Investments				
Division Strategy: Conduct regional forums to discuss issues of importance across our region				
5A	Action Plan	Milestones	Milestone Status	Responsibility
	Advocate for policies and funding formulas at the state and federal levels that are favorable for SBCTA to construct and deliver transportation projects.	Advocate for AB 1260 (Chin) , Advocate for Brown Act revisions providing for remote participation.	AB 1260 will not be voted on in the Senate this legislative cycle, but may be taken up again next year.	Legislative/Public Affairs
	Notes			
Initiative #6: Awareness of SBCTA Programs, Services, and Transit Options+A199:F207				
Division Strategy: Build awareness of SBCTA programs and services				
6A	Action Plan	Milestones	Milestone Status	Responsibility
	Highlight Measure I's contributions to the region's transportation system.	Virtual Transportation Summit (10/20). In-person event pending.	Conducted virtual State of Transportation with more than 170 attendees	Legislative/Public Affairs, Fund Administration
	Market SBCTA identity, promote awareness of programs and services.	Ongoing	Presentations San Bernardino Community Vital Signs, Fontana, Chamber of Commerce as well as briefings to the cities of Redlands, San Bernardino, Chino, and Highlands. Presentation to Fontan youth group and City of Redlands community organization.	Legislative/Public Affairs
	Notes			

San Bernardino County Transportation Authority  
Fiscal Year 2021/2022 Initiatives and Action Plan

7.a

Attachment: Fiscal Year 2021-2022 Initiatives and Action Plan - Q2 (8231 : Receive the Fiscal Year

Division Strategy: Leverage and grow public outreach and communication services

6B	Action Plan	Milestones	Milestone Status	Responsibility
	Continue to enhance traditional and social media presence.	Ongoing: providing project updates, alerts, and information.		Legislative/Public Affairs
	Utilize On-Call Public Outreach Contracts, On-Call Graphic Design Services Contracts, Marketing & Branding Services Contract, and Redlands Passenger Rail Project Outreach Contract to utilize new tools and capitalize on communication opportunities throughout the region.	Ongoing: providing services for Mt. Vernon Viaduct, I-10 Express Lanes, 210 freeway, SR 60 Central and Archibald, West Valley Connector, Redlands Passenger Rail Project.		
	Utilize On-Call Graphic Design Services Contracts & Marketing and Branding Services Contract to support each department in their efforts to communicate internally and externally.	Ongoing: provide assistance with presentations, graphics (i.e. Budget Book), and collateral materials.		Legislative/Public Affairs, Fund Administration
	Notes			

Division Strategy: Highlight transit options in San Bernardino County

6C	Action Plan	Milestones	Milestone Status	Responsibility
	In partnership with transit operators, highlight transit connectivity options in the region.	Ongoing: provide legislative information and updates, advocate at the state and federal levels for transit maintenance and operations funding.		Legislative/Public Affairs, Transit
	Continue leading the Multimodal Interconnectivity Working Group consisting of SBCTA program staff and transit operators throughout San Bernardino County, to implement countywide transit efforts.	Implement marketing strategies showing regional commitments to health and safety and analyze feasibility of a countywide fare policy - Q4	Ongoing - Completed "Welcome Back Campaign" and working with Morongo Basin Transit Authority (MBTA) to implement Token Transit leaving only Needles for implementation in FY 2023.	Transit
	Notes			

Initiative #7: Long Range Strategic Planning

Division Strategy: Analyze long range transportation strategy in a financially constrained framework

7A	Action Plan	Milestones	Milestone Status	Responsibility
	Prepare a Long Range Multimodal Transit Plan (LRMTP).	Initiate LRMTP - Q3		Planning, Transit, Fund Administration
	Provide initial San Bernardino County input on growth and projects to the Southern California Association of Governments (SCAG) Regional Transportation Plan (RTP)/Sustainable Communities Strategy (SCS).	Provide initial growth distribution for SCAG - Q4		Planning, Fund Administration
	Notes			

Division Strategy: Conduct strategic planning of Measure I projects and update policies to be consistent with practice

7B	Action Plan	Milestones	Milestone Status	Responsibility
	Update Development Mitigation Nexus Study.	Complete update - Q3	Update has been initiated.	Planning, Fund Administration
	Maintain Measure I Strategic Plan Parts 1 and 2.	Ongoing	No updates for Q1.	Planning
	Notes			

San Bernardino County Transportation Authority  
Fiscal Year 2021/2022 Initiatives and Action Plan

7.a

Attachment: Fiscal Year 2021-2022 Initiatives and Action Plan - Q2 (8231 : Receive the Fiscal Year

Division Strategy: Provide current, quality planning data				
7C	Action Plan	Milestones	Milestone Status	Responsibility
	Support other departments with data analysis and mapping/Geographic Information System (GIS).	Ongoing	Provided mapping to support transit, project delivery, and Countywide Transportation Plan	Planning
	Incrementally implement an SBCTA agency-wide data and analytics dashboard.	Implement Geocortex - Q3	Ongoing	
	Notes			
Division Strategy: Conduct subarea and modal studies				
7D	Action Plan	Milestones	Milestone Status	Responsibility
	Update Comprehensive Multimodal Corridor Plans with RCTC and Caltrans, to address SB 1 Solutions for Congested Corridors requirements.	Complete update - Q3	Update has been initiated with RCTC and Caltrans.	Planning
	Conduct SR-18/138 Corridor Study with Metro and Caltrans.	Prepare alternatives evaluation - Q3 Draft Preliminary Environmental Analysis Report - Q4	On schedule	
	Notes			
Initiative #8: Environmental Stewardship, Sustainability, and Grant Applications				
Division Strategy: Monitor and Provide Input to State, Federal, and Regional Plans and Guidelines				
8A	Action Plan	Milestones	Milestone Status	Responsibility
	Provide technical comments on draft reports, plans, and guidelines from Caltrans, CTC, OPR, CARB, CalSTA, and other state agencies.	Ongoing	Provided comments on: Interregional Transportation Strategic Plan, SB 1 competitive program guidelines, TCEP share methodology, and Coachella Valley Rail.	Planning, COG
	Prepare Grant Applications for SB1 and other funding.	Senate Bill 1 (SB1) Anticipated - Q4	Working on submittal for Caltrans internal call-for-projects. SB 1 submittals to CTC now scheduled for summer 2022.	Planning, Fund Administration
	Notes			
Division Strategy: Assist jurisdictions, developers, and other stakeholders with area-wide sustainability studies				
8B	Action Plan	Milestones	Milestone Status	Responsibility
	Develop approaches to VMT mitigation under SB 743.	Draft implementation plan - Q2	Implementation tech memo provided by consultant and discussed internally with management.	Planning
	Complete updated draft of the Regional Conservation Investment Strategy (RCIS).	Updated draft - Q3	Preparation ongoing.	
	Assist local agencies with housing initiatives under Regional Early Action Planning (REAP).	Assist jurisdictions with draft Housing Elements - Q3	SBCTA providing assistance to local jurisdictions through REAP 1.0 grant. Arranged for local/HCD meetings.	
	Notes			
Division Strategy: Prepare effective active transportation plans				
8C	Action Plan	Milestones	Milestone Status	Responsibility
	Prepare Active Transportation Plans: Safe Routes to School Program (with County).	Restart plan development following COVID - Q3	Restart of SRTS program unclear, given COVID.	Planning
	Conduct TDA Article 3 Call-for-Projects and manage project invoicing.	Award Article 3 funding - Q2	Awards approved at November 3rd Board meeting.	
	Conduct Countywide Sidewalk Inventory, Phase 2.	Specify additional data elements - Q3	Field data collected in Q2.	
	Notes			

San Bernardino County Transportation Authority  
Fiscal Year 2021/2022 Initiatives and Action Plan

7.a

Attachment: Fiscal Year 2021-2022 Initiatives and Action Plan - Q2 (8231 : Receive the Fiscal Year

Division Strategy: Implement components of ATP Metrolink Station Accessibility Grant				
8D	Action Plan	Milestones	Milestone Status	Responsibility
	Implementation of Phase 2 of the Bicycle and Pedestrian improvements around the Metrolink Stations on the San Bernardino and Riverside Lines.	Complete final design - Q4	PD: On schedule	Planning, Project Delivery
	Notes			
Division Strategy: Develop and administer programs to improve the efficient use of our existing freeway network				
8E	Action Plan	Milestones	Milestone Status	Responsibility
	Implement a mobile call box program.	Release RFP for call handling for program - Q3; target for program implementation - Q2 Fiscal Year 2022/2023	Delaying by one quarter to allow coordination with SoCal 511 merger. Release RFP in Q4 and target implementation in Q3 of FY 2022/2023.	Air Quality/Mobility
	Administer Freeway Service Patrol (FSP) and call box system to improve traffic safety, reduce congestion and traffic delays.	Ongoing. Present annual report on programs to Board - Q4	On schedule	
	Merge IE 511 with a regional SoCal 511.	Merger expected - Q2	Agreement to merge the SoCal 511 regional system was approved and is currently being executed by SBCTA, RCTC and LA SAFE. Once agreement is fully executed, coordination between the three agencies will continue for the implementation of the merger. Project delayed, waiting for approval by LA SAFE. Project anticipated to be completed by Q4 of Fiscal Year 2022.	
	Offer a Telework Employer Assistance program.	Implement Phase II of the program and gather telework data through an incentive offering - Q4	On Schedule	Transit, Planning
	Manage the IE Commuter rideshare program and SB Loop Vanpool Subsidy Program, merge the regional rideshare database with OCTA, LA Metro, RCTC, and VCTC enhancing ride matching functionality and customer experience.	Implement post-pandemic reset efforts for both programs, re-engaging riders and employers; and merge rideshare database with regional partners – Q2	Delayed	Transit
	Notes			
	Implementation of merged regional rideshare database delayed due to Trip Spark software development is taking longer than anticipated, now targeting late Q3.			
Division Strategy: Support access to jobs, healthcare, and education while reducing roadway congestion.				
8F	Action Plan	Milestones	Milestone Status	Responsibility
	Administer multi-modal programs to reduce congestion and improve quality of life including coordination with transit providers and Consolidated Transportation Service Agencies (CTSA) serving San Bernardino County.	Work with the transit providers and CTSA's, to identify key activities for inclusion in the SBCTA LRMTTP, and proposed Fiscal Year 2022/2023 budget based on the approved Public Transit-Human Services Transportation Coordination Plan – Q3	Ongoing	Transit, Planning, Fund Administration Legislative/Public Affairs
	Notes			
Division Strategy: Advance transit connectivity to Ontario International Airport				
8G	Action Plan	Milestones	Milestone Status	Responsibility
	Present the ONT Loop Design, Build, Operate, and Maintenance Contract to the Board for consideration of approval, and progress with the environmental review.	Present contract to Board - Q1/Q2	Delayed	Transit
	Notes			
Negotiations with the sole submitter of a an statement of qualifications is taking longer than anticipated. Staff is preparing a January agenda item for the Board of Directors to consider proceeding with environmental clearance work via a separate contract in an effort to continue to make progress. At this time, staff does not have a targeted date presentation of the design, build, operate, and maintenance contract.				

Yellow shading means the work is behind schedule

Red text signifies urgent and significant challenges in completing the task

## ***Minute Action***

### AGENDA ITEM: 8

***Date:*** January 5, 2022

***Subject:***

Cooperative Agreement No. 22-1002690 to continue to develop/start implementing an Inland Regional Energy Network

***Recommendation:***

That the Board, acting as the San Bernardino Associated Governments:

A. Approve Agreement No. 22-1002690 between Coachella Valley Association of Governments (CVAG), San Bernardino Associated Governments (SANBAG) and Western Riverside Council of Governments (WRCOG), for the continued development, coordination and initial implementation efforts for a Regional Energy Network (REN) that authorizes payment of \$15,000 to WRCOG for the SANBAG share of expenses and to ratify expenses already incurred; to be effective July 1, 2021.

B. Receive a status update regarding the Board of Director's authorization in January of 2019 for staff to pursue the development of a REN for San Bernardino and Riverside counties in coordination with WRCOG and CVAG.

***Background:***

On January 9, 2019, the San Bernardino Associated Governments (SANBAG) Board of Directors (Board) authorized the Executive Director, or his designee, to finalize and execute a cooperative agreement with Coachella Valley Association of Governments (CVAG) and Western Riverside Council of Governments (WRCOG) to explore and coordinate efforts for the development of a Regional Energy Network (REN) for San Bernardino and Riverside counties. WRCOG, acting as the lead agency, released a Request for Proposals (RFP) and executed a contract with a firm to assist in the REN efforts. That work has been ongoing and the initial Cooperative Agreement (No.19-1002238) with WRCOG and CVAG concluded on June 30, 2021.

**Recommendation A**

Cooperative Agreement No. 22-1002690 for \$15,000 will facilitate the three agencies' continued coordination and efforts since July 1, 2021 with the firm selected through the RFP to assist in addressing various California Public Utilities Commission (CPUC) requests, presentation efforts and inquiries related to the Inland Regional Energy Network (I-REN) efforts. This agreement was not executed by July 1 of this year due to numerous reasons, including; CVAG having a "dark" Committee month and being unable to bring the item to their Committee until September 2021, and SANBAG staff clarification that requires Cooperative Agreements to go through the Board approval process as opposed to Executive Director approval.

**Recommendation B**

In late 2018, SANBAG, WRCOG and CVAG began working on a new program known as a REN, which are state-approved entities, overseen by the CPUC, and implemented by local governments. The three Councils of Government (COG) developed a business plan for the I-REN program that is intended to provide energy programs and services to local governments, workforce providers, community colleges, water districts, and tribes in the counties of

*Entity: San Bernardino Council of Governments*

San Bernardino and Riverside. The I-REN team, along with its consultants, have been focusing on three program areas: Workforce Education and Training, Codes and Standards, and Public Sector. I-REN's mission statement is, "To actively participate in California's Clean Energy initiatives and build a stronger, clean energy economy and community."

Over the course of the past several years SANBAG, WRCOG, and CVAG have continued to coordinate with numerous agencies such as the CPUC, various utilities, community colleges, tribes, and third-party energy providers to learn what the region can benefit from as part of this I-REN development. The vision of I-REN is to connect residents, businesses, and local governments to a wide range of energy efficiency resources to increase energy savings and equitable access throughout San Bernardino and Riverside Counties.

The I-REN business plan was submitted to the CPUC earlier this year, and SANBAG, WRCOG and CVAG were originally advised that we may hear something from the CPUC by early 2022 regarding their decision related to the proposed I-REN business plan.

In October 2021, the CPUC issued a proposed decision to approve the business plan for the I-REN. This proposed decision would provide \$65 million over five years for SANBAG, WRCOG and CVAG to provide energy efficiency programs related to the Public Sector, Codes and Standards, and Workforce Education and Training as outlined in the I-REN business plan.

The three COGs have been informed by the CPUC that their final approval should be received in November 2021. With the CPUC reaching out and providing their proposed decision earlier than originally anticipated, staff with all three of the COG agencies are starting to address a number of next steps which include; the development of a Governance and Operations Charter which will define roles and responsibilities, as well as establish processes and channels for effective and transparent communications and decision making.

The Governance and Operations Charter can also accommodate future expansion of programs and capacity to scale. This document will be presented to the Board in the first quarter of 2022 for review and approval.

Another document that staff will be bringing to the Board is a Memorandum of Understanding between SANBAG, WRCOG and CVAG for review and approval. In addition, once I-REN is launched, a website will be developed to provide transparent access and information on engaging and participating in I-REN's programs and activities. Working groups will be established to encourage participation from member agencies as well as broader partners including community colleges, tribal governments and the building industry. Furthermore, included in the I-REN business plan and budget is the ability for the three COGs to bring on staff that would solely work on and be paid for through the I-REN budget.

Participation in I-REN will be open and welcome to all public sector agencies within San Bernardino and Riverside Counties at no cost. Also, please note, in the event of a determination by the CPUC that I-REN is not effective in its stated mission and purpose, there would be no financial obligation or risk to any participating agency.

***Financial Impact:***

Cooperative Agreement No. 22-1002690 is consistent with the Fiscal Year 2021/2022 Budget. If SANBAG, WRCOG and CVAG do receive final I-REN approval in Fiscal Year 2021/2022, a budget authorization for Task No. 709 will be needed.



***Reviewed By:***

This item was reviewed and unanimously recommend for approval by the General Policy Committee on December 8, 2021. SANBAG General Counsel and Risk Manager have reviewed this item and the draft agreement.

***Responsible Staff:***

Kelly Lynn, Chief of Air Quality and Mobility Programs

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Approved  
Board of Directors  
Date: January 5, 2022

Witnessed By:

## General Contract Information

Description: Cont development & initial implementation of a Regional Energy Network

List Any SBCTA Related Contracts Nos.: \_\_\_\_\_

Dollar Amount							
Original Contract		\$	15,000.00	Original Contingency		\$	-
Prior Amendments		\$	-	Prior Amendments		\$	-
Current Amendment		\$	-	Current Amendment		\$	-
Total/Revised Contract Value		\$	15,000.00	Total Contingency Value		\$	-
		Total Dollar Authority (Contract Value and Contingency)				\$	15,000.00

## Contract Authorization

Contract Management (Internal Purposes Only)

## Contract Management (Internal Purposes Only)

Payable	Other Contracts	No Budget Adjustment
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[illegible]

Accounts Receivable

Total Contract Funding:

Funding Agreement No:

Reversion Date:

GL:

Task Manager (Print Name)

Additional Notes:
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**COOPERATIVE AGREEMENT NO. 22-1002690**

**BY AND BETWEEN**

**COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS**

**AND**

**SAN BERNARDINO ASSOCIATED GOVERNMENTS**

**AND**

**WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS**

**FOR**

**REGIONAL ENERGY NETWORK (REN) DEVELOPMENT WITH FRONTIER  
ENERGY, INC.**

**THIS COOPERATIVE AGREEMENT** (“Contract”) is made and entered into by and between the Coachella Valley Association of Governments (“CVAG”), whose address is 73-710 Fred Waring Dr #200, Palm Desert, CA 92660; San Bernardino Associated Governments (“SANBAG”), whose address is 1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor, San Bernardino, California 92410-1715; and the Western Riverside Council of Governments (“WRCOG”), whose address is 3390 University Ave Suite #200, Riverside, California 92501. The CVAG, SANBAG and WRCOG are each a “Party” and collectively the “Parties.”

**RECITALS:**

- A. **WHEREAS**, In January of 2019, San Bernardino Associated Governments (SANBAG) Board of Directors authorized the Executive Director or designee to finalize and execute a cooperative agreement with Coachella Valley Association of Governments (CVAG) and Western Riverside Council of Governments (WRCOG) to explore and coordinate efforts for the development of a Regional Energy Network (REN) for San Bernardino and Riverside counties.
- B. **WHEREAS**, CVAG and SANBAG requested WRCOG to coordinate the PROJECT.
- C. **WHEREAS**, on April 4, 2019, WRCOG contracted with Frontier Energy, Inc. (“VENDOR”) to conduct a business plan development for the implementation of a Regional Energy Network (REN) in Riverside and San Bernardino counties; and
- D. **WHEREAS**, on June 30, 2020, Cooperative Agreement No. 19-1002238 was executed by SANBAG Executive Director with SANBAG, CVAG and WRCOG for the amount of \$50,000 each per COG agency for the development of a REN business plan for San Bernardino and Riverside counties.

- E. **WHEREAS**, Cooperative Agreement No. 19-1002238 expired on June 30, 2021 in accordance with Section III. D Mutual Responsibilities of Cooperative Agreement No. 19-1002238.
- F. **WHEREAS**, as of July, 2021, there remained a need for ongoing services and support with Frontier Energy, Inc. in order for SANBAG, CVAG and WRCOG to address a number of on-going requests and presentations for the CPUC related to the REN business plan submitted by the three COG agencies.
- G. **WHEREAS**, the Parties wish to enter into this Cooperative Agreement in order to continue the support services provided by Frontier Energy, Inc. to address ongoing requests by the CPUC as they consider the merits of the REN business plan submitted.
- H. **WHEREAS**, an updated scope of work is described in Attachment A and is defined as the "PROJECT DESCRIPTION"; and
- I. **WHEREAS**, CVAG and SANBAG have requested that WRCOG continue to coordinate the PROJECT.

**NOW, THEREFORE**, the Parties agree as follows:

**I. WRCOG RESPONSIBILITIES:**

- A. To designate a Project Manager to represent WRCOG through whom all communications between the Parties shall be channeled.
- B. To provide CVAG and SANBAG with a proposed project schedule to complete the PROJECT.
- C. To include CVAG and SANBAG in Project Development Team (PDT) meetings and related communications on PROJECT progress as well as to provide CVAG and SANBAG with copies of PDT meeting minutes and action items.
- D. To make all PROJECT work performed available for review and comment by CVAG and SANBAG.
- E. To invoice CVAG and SANBAG on a quarterly basis for funds sufficient to cover the costs for the specific payment period.

**II. CVAG AND SANBAG RESPONSIBILITIES:**

- A. To designate a responsible staff member that will be each Party's respective representative for purposes of attending the PDT meetings, receiving day-to-day communication and reviewing the PROJECT documents.
- B. To be responsible for payment of a total amount not to exceed \$15,000 (fifteen thousand) each for CVAG's and SANBAG's respective portion of the PROJECT, and to pay WRCOG's invoices within sixty (60) days of receipt.

### III. **MUTUAL RESPONSIBILITIES:**

- A. The scope of the PROJECT is depicted in Attachment A, which is attached to this Contract and by this reference is incorporated herein.
- B. CVAG and SANBAG agree WRCOG is coordinating completion of PROJECT. Estimated costs to complete the PROJECT are included as Attachment B to this Contract.
- C. Neither CVAG, SANBAG, nor any officer, director, employee or agent thereof, is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by WRCOG under or in connection with any work, authority or jurisdiction delegated to WRCOG under this Contract. It is understood and agreed that, pursuant to Government Code Section 895.4, WRCOG shall fully defend, indemnify and save harmless CVAG, SANBAG, and their officers, directors, employees or agents from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by WRCOG under or in connection with any work, authority or jurisdiction delegated to WRCOG under this Contract. WRCOG shall include this requirement in its contract with VENDOR.
- D. The term of the Contract shall continue in full force and effect through completion and closeout of the PROJECT or on June 30, 2022, whichever is earlier in time. Should any claims arising out of the PROJECT be asserted against one or more of the PARTIES, the PARTIES agree to extend the fixed termination date of this Contract until such time as the claims are settled, dismissed or paid.
- E. WRCOG shall require VENDOR to name CVAG and SANBAG as additional insureds under any applicable insurance policies that WRCOG requires VENDOR to obtain and maintain for work under its contract with WRCOG.
- F. The signatories hereto warrant that they are duly authorized to execute this Contract on behalf of said Parties and that; by so executing this Contract, the Parties hereto are formally bound to this Contract.
- G. Except on subjects preempted by Federal law, this Contract shall be governed and construed in accordance with the laws of the State of California. All Parties agree to follow all local, state, and federal laws and ordinances with respect to the performance under this Contract.
- H. The Parties agree that they shall maintain and make available for inspection all books, records, papers, accounting records, or other documents pertaining to the performance of the PROJECT, including but not limited to, the costs associated with the PROJECT. The Parties shall make all such items available at their respective offices at reasonable times during the Contract term and for three years from the date of PROJECT completion. The Parties agree that all duly authorized representatives shall have access to the documents during normal business hours.
- I. If any clause or provision of this Contract is illegal, invalid or unenforceable under applicable present or future laws, then it is the intention of the PARTIES that the remainder of this Contract shall not be affected but shall remain in full force and effect.

- J. This Contract can be amended with a written amendment when authorized and duly executed by all Parties.
- K. In the event of litigation arising from this Contract, each Party to this Contract shall bear its own costs, including attorney(s) fees. This provision does not affect the obligations set forth in Sections III. C. and D.
- L. This Contract may be signed in counterparts, each of which shall constitute an original.
- M. Any notice required or authorized to be given hereunder or any other communications between the Parties provided for under the terms of this Contract shall be in writing, unless otherwise provided for herein, and shall be served personally or by reputable courier or by email or by facsimile addressed to the relevant party at the address/fax number stated below.
- N. Notice given under or regarding this Contract shall be deemed given (a) upon actual delivery, if delivery is personally made; or (b) upon delivery into the United States Mail if delivery is by postage paid certified mail (return receipt requested). Notice shall be sent to the respective Party at the address indicated below or to any other address as a Party may designate from time to time by a notice given in accordance with this paragraph.

<b>To WRCOG</b>	<b>To SANBAG</b>
<b>3390 University Avenue, #200</b>	<b>1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor</b>
<b>Riverside, CA 92501</b>	<b>San Bernardino, CA 92410-1715</b>
<b>Attn: Kurt Wilson</b>	<b>Attn: Duane Baker</b>
<b>Cc: Casey Dailey</b>	<b>Cc: Procurement Manager</b>
<b>Phone: (951)_ 405-6700</b>	<b>Phone: (909) 884-8276</b>
<b>Fax: (951) 223-9720</b>	<b>Fax: (909)885-4402</b>
<b>Email: dbruyon@wrcog.us</b>	<b>Email: klynn@gosbcta.com</b>

<b>To WRCOG</b>	<b>To CVAG</b>
<b>3390 University Avenue, #200</b>	<b>73-710 Fred Waring Dr #200</b>
<b>Riverside, CA 92501</b>	<b>Palm Desert, CA 92260</b>
<b>Attn: Kurt Wilson</b>	<b>Attn: Tom Kirk</b>
<b>Cc: Casey Dailey</b>	<b>Cc: TBD</b>
<b>Phone: (951)_ 405-6700</b>	<b>Phone: (760) 346-1127</b>
<b>Fax: (951) 223-9720</b>	<b>Fax: (760) 340-5949</b>
<b>Email: bdruyon@wrcog.us</b>	<b>Email: tkirk@cvag.org</b>

- O. The Recitals stated above are true and correct and are incorporated by this reference into the Contract.
- P. Attachment A and Attachment B are attached to this Contract and by this reference are incorporated herein.

Q. The Effective Date of this Contract shall be July 1, 2021.

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

**IN WITNESS WHEREOF**, the Parties have executed this Contract on the day and year written below.

**WRCOG**

By: \_\_\_\_\_  
Kurt Wilson  
WRCOG Executive Director

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

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Steven DeBaun  
General Counsel

**CVAG**

By: \_\_\_\_\_  
Tom Kirk  
CVAG Executive Director

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

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Michael Jenkins  
General Counsel

**CONCURRENCE:**

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

**SANBAG**

By: \_\_\_\_\_  
Curt Hagman  
President, Board of Directors

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

**APPROVED AS TO FORM:**

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



## ATTACHMENT A PROJECT DESCRIPTION

### SCOPE OF WORK

#### Project Understanding and Approach

For more than ten years, the Frontier Energy and Bluepoint Planning Team (hereafter referred to as the Team) has worked with all of the local governments who now form the SoCalREN, BayREN, and 3C-REN. Our Team has been on the journey with them as they started Energy Efficiency programs under the American Recovery and Reinvestment Act (ARRA) and Energy Upgrade California, through the work to secure a long-term role for local governments within the CPUC ratepayer-funded energy efficiency programs. This experience has provided insights, understanding, and a unique ability to navigate the complexities of developing and assisting with the implementation of a REN Business Plan. Specifically, this experience informs the effort we would undertake with the Client Team, which includes the following key elements:

1. Continuing to assess existing IOU programs in the regions, identifying market needs, determining potential gaps, and potential audiences that fall within the REN criteria. This includes incorporating a strategy that the CPUC, IOUs, and stakeholders will support.
2. Discussing and continuing to help formulate a general governance and organizational approach for the future REN.
3. Continuing to fine-tune the development of a portfolio-level vision, along with defined sector goals and strategies, including providing guidance and assistance with the sectors the REN has identified in their business plan, and how the REN may begin to implement these strategies.
4. Refining and quantifying the sector-level approaches and narrative to operationalize the strategies.
5. Establishing and assisting in the implementation of an appropriate Marketing, Outreach, and Education (ME&O) strategies, Workforce Education and Training (WE&T) support, and evaluation, measurement and verification elements (EM&V).
6. Continue to review and provide guidance regarding Portfolio level budgets with required cost effectiveness calculations, and appropriate levels of administration, marketing and evaluation budgets.
7. Identifying and refining appropriate metrics in line with approved business plan metrics and the REN focus.

Developing and implementing a Business Plan involves wrangling big-picture ideas into actionable documentation. The Team proposes ongoing collaborative discussions with the Client Team to further fine-tune an effective and detailed Business Plan outline as well as discuss implementation strategies.

**Task 1: California Public Utilities Commission (CPUC) Energy Division support**

As a new Program Administrator, developing key relationships and allies within CPUC and with other stakeholders is an essential part of the Team's strategy for REN development and implementation. It's critical that the Client Team develop these relationships and have an active presence with the CPUC. To support the long-term success of the REN, the Team plans to use its connections and experience to support the Client Team's staff in representing the REN at key meetings.

Gaining authorization as a REN does not begin with submission of necessary documents. The Team proposes to orchestrate introductions and stakeholder buy-in between the REN and key CPUC Energy Division staff including those overseeing RENs, reporting, and other relevant departments. Likewise, to mitigate intervenor protests or other forms of opposition, we propose to facilitate ongoing discussions between known groups who may challenge the creation of this REN.

Frontier Energy has notable experience in regulatory support for proceedings at the CPUC and Energy Commission. On behalf of the BayREN, 3C-REN, and previously the SoCalREN, Frontier Energy has supported reporting, filing, and many other necessary data exchanges to meet CPUC requirements. Thanks to our successful experience operating within the CPUC framework, the Team will provide time- and cost-effective guidance on planning and execution of filings to minimize supplemental filings and informal requests for more information. Further, BluePoint Planning's location in the Bay Area can serve to facilitate in-person meetings with CPUC when needed. BluePoint currently provides ongoing coordination and strategic support to the three RENs through monthly coordination calls, including alignment of regulatory comments, identification of potential opportunities and relevant new proceedings for the RENs, and joint communications and messaging to the CPUC and key decision makers. As the newest REN contender, the Client Team would be welcomed and encouraged to join these conversations to learn directly from existing RENs.

The Team proposes the following key services and products for regulatory proceeding support:

- Continue to support Client Team's discussion and negotiate Business Plan comments and revisions with CPUC staff.
- Track, research, and analyze regulatory and legislative proceedings.
- Provide guidance on regulatory proceedings including drafting comments, responses, and addressing protests.
- Develop and implement reporting protocols and schedules; coordinate and oversee reporting activities with program implementers.
- Support client counsel with inputs to regulatory filing protocol.

**Key Deliverables:**

- Reporting protocol and schedule development
- Guidance to prepare for CPUC meetings

**Task 2: California Energy Efficiency Coordinating Committee (CAEECC) Stakeholder support**

Similar to the Team's proposed approach with the CPUC, the Team proposes to support the Client Team with ongoing support and context for navigating the CAEECC stakeholder process. The Team will maintain a calendar of key dates and deadlines, a roster of key stakeholders, and will manage the review cycle. However, the Client Team should remain the face of the REN with the CAEECC. The Team will instead serve an advisory/consultative role to help prepare and guide the Client Team staff.

The Team will also support with framing responses to comments received during the CAEECC process. As with any stakeholder process, public comments can vary in detail and technical scope. We will support the Client Team in determining the best process to address all comments received, whether in the Business Plan or elsewhere. The Team has the experience to identify which feedback items are critical for implementation, and which feedback items are helpful as general guidance that can be considered for future activities. The Team's goal when responding to feedback is to stay focused on meeting the near-term milestones for approval, without losing track of big-picture goals and opportunities.

The Team has been part of the CAEECC stakeholder process since CAEECC's inception. We have helped 3C-REN position itself for launch as a REN and guided it through its stakeholder engagement process into approval, and supported both SoCalREN and BayREN as they navigated later steps in the CAEECC cycle. Our experience has shown that while RENs do not have the same resources as IOUs when working with the CAEECC, RENs can still focus their efforts wisely to successfully provide updates, gather feedback, and iterate their plans in alignment with CPUC direction. With our experience, the REN will enter CAEECC meetings prepared and confident, without requiring extensive over-preparation or IOU-level staff resources.

That said, even with strategic counsel and support, the Client Team should anticipate that the CAEECC process can be lengthy, and that sometimes minor requests from the CAEECC can result in significant delays. Notably, the CAEECC full meetings occur only quarterly, and the Client Team should anticipate providing updates when needed. The Team will advise the Client Team on the best way to coordinate the CAEECC process and manage timeline expectations accordingly.

The Team proposes the following key services and products for CAEECC support:

- Provide strategic guidance on managing key CAEECC processes.
- Provide context on CAEECC stakeholders.
- Support WRCOG, CVAG and SANBAG in preparing for representation at CAEECC meetings, including coordinating planning meetings.
- Maintain a schedule of key dates and deadlines, including managing an internal development schedule, to ensure the REN is prepared for all key deliverables.
- Support the REN in determining responses to comments received during the CAEECC process.

Key Deliverables:

- Schedule of key dates and deadlines for CAEECC process
- Support for CAEECC meeting preparation
- Support in responding to CAEECC feedback

Contract No. 22-1002690

**ATTACHMENT B  
PROJECT COST ESTIMATE**

			<b>TOTAL</b>
<b>SANBAG</b>			<b>\$15,000</b>
<b>WRCOG</b>			<b>\$15,000</b>
<b>CVAG</b>			<b>\$15,000</b>
<b>TOTAL</b>			<b>\$45,000</b>

# I-REN

## INLAND REGIONAL ENERGY NETWORK

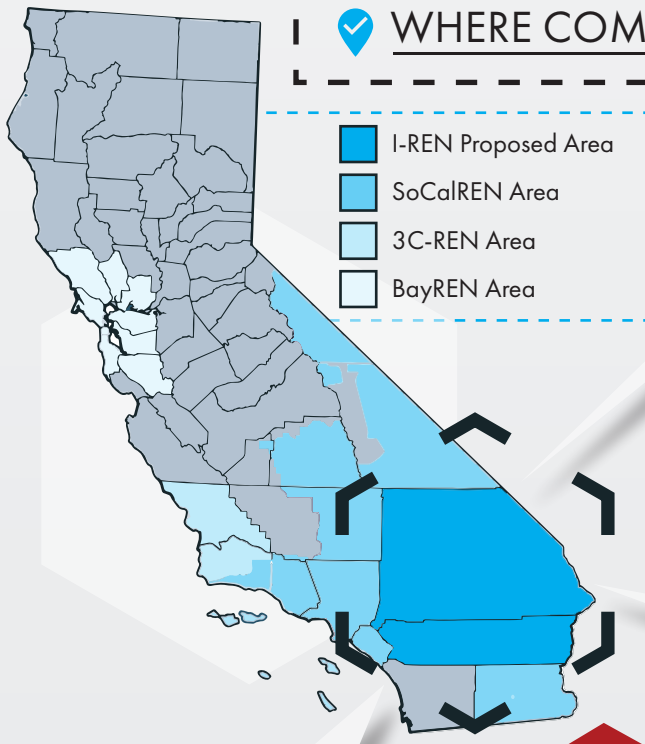
### WHAT IS THE I-REN?

The Inland Regional Energy Network (I-REN) is an exciting new offering of nearly \$10 Million per year in energy efficient programs and services specifically designed and tailored for Inland Southern California.

**NEARLY \$10 MILLION PER YEAR  
IN ENERGY EFFICIENT PROGRAMS**



### WHERE COMMUNITY, ENERGY & EQUITY INTERSECT



### COMMUNITY

I-REN WOULD BE THE

**1<sup>ST</sup>** TO UNIFY AN  
INLAND  
COMMUNITY

AND IS AN OPPORTUNITY  
TO SEIZE LOCAL CONTROL

### EQUITY

The Establishment of the I-REN is the opportunity for Inland SoCal to receive its FAIR SHARE.

Communities That  
Pay Surcharge

Communities Served  
by REN

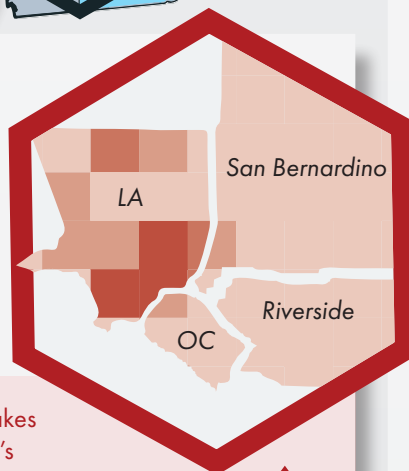
Communities That  
Administer REN

I-REN would fall into this category.

### ENERGY

Rate payer dollars are already allocated to the development of energy efficiency programs (like RENs) by the CPUC.

The Inland SoCal region makes up over 20% of SoCal REN's population yet few energy projects have been completed in the inland region.



HEAT MAP OF PROJECTS IN LA COUNTY  
VS INLAND SOCAL COUNTIES.



## How Can We Leverage Local Control?

The establishment of an I-REN through the three Councils of Governments (COGs) will maximize local resources and input to best serve the unique and diverse needs of our communities.

### The I-REN will leverage the three COGs':

- Existing committee structures
- Member input and program customization
- Administrative oversight
- Program delivery for equitable outcomes

## What Will Be I-REN's Impact?



### Goal 1: Capacity Building

Build capacity and knowledge to enable local governments to effectively leverage energy efficiency services and to demonstrate best practices.

#### Example:

Public Agency Program Services | SoCalREN



### Goal 2: Strong Workforce

Ensure there is a trained workforce to support and realize energy efficiency savings goals across sectors.

#### Example:

Building Performance Training | 3C-REN



### Goal 3: Scalable Tools and Resources

Work closely with local building departments and building industry to support, train and enable long-term streamlining of energy code compliance.

#### Example:

BayREN Codes & Standards | BayREN



## A Timeline of Support Through the Years

Scan the QR Code to see a complete list of supporting agencies.



## ***Minute Action***

### AGENDA ITEM: 9

***Date:*** January 5, 2022

***Subject:***

Interstate 10 Eastbound Truck Climbing Lane Release Request for Proposals for Construction Management Services

***Recommendation:***

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

Authorize the release of Request for Proposals No. 22-1002731 for Construction Management Services for the Interstate 10 Eastbound Truck Climbing Lane Project.

***Background:***

In March 2021, San Bernardino County Transportation Authority awarded the design services contract to initiate the Plans, Specifications and Estimates (PS&E) phase of the Interstate 10 (I-10) Eastbound Truck Climbing Lane Project (Project). The Project will improve traffic operations along a three (3) mile segment of I-10 on a steep grade by removing slow moving trucks from the general traffic. This Project is programmed to receive \$24 million of state Trade Corridor Enhancement Program (TCEP) funds in the construction phase. The Project entails paving the shoulders and median area of I-10, stripe the existing outside lane as a truck climbing lane, construct a concrete median barrier, widen the Oak Glen Creek Bridge, and construct storm water facilities.

In September 2021, the 60% roadway plans and specifications were submitted to California Department of Transportation and the Project is on track for design approval before summer of 2022. To allow for constructability reviews prior to completion of the PS&E package and prior to advertisement of the Project for construction, staff is requesting authorization from the Board of Directors (Board) to release a Request for Proposals (RFP) to procure Construction Management Services. A future recommendation is anticipated to be presented to the Board in spring 2022 for the award of the contract. This contract will be funded with Measure I Valley Freeway funds.

Staff is recommending authorization for advertisement of RFP No. 22-1002731 for Construction Management Services for the I-10 Eastbound Truck Climbing Lane Project.

***Financial Impact:***

This item is consistent with the Fiscal Year 2021/2022 Budget under Task 0820 (Freeway Projects), Sub-Task 0854 (I-10 EB TCL)

***Reviewed By:***

This item was reviewed and recommended for approval (16-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on December 9, 2021. SBCTA General Counsel, Procurement Manager and Risk Manager have reviewed this item and the draft RFP.

***Responsible Staff:***

Khalid Bazmi, Construction Manager

*Entity: San Bernardino County Transportation Authority*



Board of Directors Agenda Item  
January 5, 2022  
Page 2

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Approved  
Board of Directors  
Date: January 5, 2022  
Witnessed By:

**RFP No. 22-1002731**

**ATTACHMENT A - SCOPE OF WORK**

DRAFT

Attachment: 22-1002731 Scope of Work (8216 : I-10 EB TCL CM Services release RFP)

## INDEX

- A. DESCRIPTION OF SERVICES
- B. PERFORMANCE REQUIREMENTS
- C. DUTIES AND RESPONSIBILITIES
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  - 3. Project Administration
  - 4. Construction Coordination
  - 5. Construction Inspection
  - 6. Project Support
  - 7. Cost and Schedule
  - 8. Change Orders and Claims
  - 9. Safety
  - 10. Project Close Out
- D. DELIVERABLES
- E. EQUIPMENT AND MATERIALS TO BE PROVIDED BY CONSULTANT
- F. MATERIALS TO BE FURNISHED BY SBCTA
- G. STANDARDS
- H. AVAILABILITY AND WORK HOURS
- I. LIMITATIONS TO AUTHORITY
- J. THIRD PARTY RELATIONSHIPS
- K. CONSTRUCTION SITE SAFETY
- L. BASIS FOR SURVEY AND MONUMENT MARKING
- M. PERSONNEL QUALIFICATIONS

A. DESCRIPTION OF SERVICES

The San Bernardino County Transportation Authority (SBCTA) will utilize the services of CONSULTANT to support the construction activities for the Project. The CONSULTANT will provide construction management, materials testing, and construction surveying for the Project. A description of the Project is given below.

**Interstate 10 (I-10) Eastbound Truck Climbing Lane (EB TCL) Project**

The I-10 EB TCL Project would extend the existing eastbound truck climbing lane near 16<sup>th</sup> Street in the City of Yucaipa to County Line Road in the City of Calimesa, a total of approximately three miles. The scope of the project includes paving the inside shoulder and median area using Continuously Reinforced Concrete Pavement (CRCP) for the traversable sections and striping the existing outside lane as a truck climbing lane. The project would also construct a concrete median barrier along the length of the project, widen the Oak Glen Creek Bridge with cast in place "T" girders, pier walls, and footings with cast in steel piles. Construction is estimated at 18 months.

SBCTA intends to advertise, award and administer one construction contract for this project. The successful consultant firm will provide the construction management and support services.

Services

Services are anticipated to generally include, but are not limited to the following: participation in the evaluation of scheduling of the proposed project; constructability reviews; construction project advertising, bid analysis, and award; construction inspection; construction surveying, materials testing, source inspection, contractor interface and contract administration; office engineering; and other assorted duties as appropriate in managing construction of a Caltrans improvement project.

It is expected that the Consultant will assign a full-time Resident Engineer to coordinate all contract and personnel activities for all phases of construction. Other Resident Engineer(s) and inspection personnel may be assigned to direct and coordinate all project specific field activities and responsibilities as needed for satisfactory performance on the project. The Resident Engineer assigned for this project shall be licensed as a Professional Civil Engineer in the State of California at the time of proposal submittal through the duration of the contract. The Consultant is expected to provide a Structures Representative, Survey personnel, and Materials Testing/Source Inspection personnel to administer the construction support services requested herein and to assign qualified field personnel to perform the requested services. Furthermore, the Resident Engineer shall act as the public outreach liaison to assist the Authority's Public Information Office in implementing the Public Outreach Program established for this project.

Insofar as the Consultant's approach described in the Proposal, the scope of responsibility and the total number of personnel assigned to each phase is left to the discretion of the Consultant. The Proposal shall include a staffing plan, an organization chart and a resource loaded schedule that establish the firm's ability to adequately and appropriately staff and manage the project both during pre-construction period and during the construction phase. Consultant will be required to provide a resource loaded staffing plan broken down for the entire duration of the project with the proposal and on a monthly basis during the course of construction showing resources and costs to SBCTA through project completion.

SBCTA anticipates that the total contract will be approximately **34** months in duration, with preconstruction services starting in May 2022 consisting of Plans, Specification, and Estimates phase constructability reviews ( 95% and 100%) and bid package preparation support, advertising for the construction contract in August 2022, award the construction contract in October 2022,

followed by a 55 day procurement period, with construction starting in December 2022, and ending in March 2024 (18 Months) including 2 months closeout. Note that there are addition months added as a contingency. The estimated construction capital cost of the project is about \$19.6 million.

CONSULTANT shall provide qualified construction management and inspection, materials testing and source inspection, construction surveying and public relations liason personnel to perform a wide variety of construction management, support and contract administration duties as outlined in this Scope of Services for the Project.

The SBCTA Director of Project Delivery has designated a Construction Manager to coordinate all construction activities.

#### **Mr. Khalid Bazmi, Construction Manager**

The CONSULTANT shall report to and receive direction from SBCTA through the Construction Manager, or his designees. The SBCTA Construction Manager is responsible for coordination of all SBCTA construction activities and for coordinating the efforts of the total construction team. The SBCTA Construction Manager will be the main contact and primary source of information between SBCTA, cities, outside agencies, supporting consultants and the public for the construction project.

#### **B. PERFORMANCE REQUIREMENTS**

**Construction Management:** CONSULTANT shall furnish a Project Manager to coordinate CONSULTANT operations with SBCTA. The Project Manager shall be responsible for all matters related to CONSULTANT personnel and operations. The Project Manager may also serve as the Resident Engineer.

CONSULTANT shall also furnish a Resident Engineer. The Resident Engineer shall be assigned to direct and coordinate construction activities under this contract. Other Assistant Resident Engineers may be assigned to each specific project responsibilities as needed. The Resident Engineer shall be a Civil Engineer registered in the State of California and shall be in responsible charge of construction management and construction activity within the Project.

The number of CONSULTANT personnel assigned to the Project will vary throughout the duration of the contract. CONSULTANT personnel will be assigned, in varying levels of responsibility, as needed by the CONSULTANT to meet the Project schedule, Project requirements, and construction activities.

Resumes of personnel must be submitted to SBCTA for review and approval prior to assignment to the Project. SBCTA and CONSULTANT will jointly determine the quality and quantity of services that are required by CONSULTANT personnel. Personnel selected for assignment by CONSULTANT shall be made available for personal interviews prior to acceptance by SBCTA. If, in the opinion of SBCTA, an individual lacks adequate experience, the individual may be rejected or may be accepted on a trial basis until such time the individual's ability to perform the required services has been demonstrated. If, at any time, the performance of CONSULTANT personnel is unsatisfactory to SBCTA, SBCTA may release him/her by written notice and may request another qualified person be assigned.

If CONSULTANT personnel are on leave of absence, the Project Manager shall provide equally qualified replacement personnel until the assigned personnel returns to the Project approved by SBCTA.

The typical workday includes all hours worked by the construction Contractor. If necessary, overtime for CONSULTANT personnel may be required. The construction Contractor's operations may be restricted to specific hours during the week, which shall become the normal workday for CONSULTANT personnel. The Project Manager, with prior concurrence from SBCTA, shall have the authority to increase, decrease, or eliminate CONSULTANT personnel work hours dependent on the schedule and requirements of the construction Contractor. All overtime required by CONSULTANT personnel shall be approved and authorized by SBCTA prior to each occurrence.

CONSULTANT personnel shall be knowledgeable of and comply with all applicable local, state, and federal regulations. CONSULTANT personnel shall cooperate and consult with SBCTA, State, and City officials during the course of the Project. CONSULTANT personnel shall perform duties as may be required to assure that construction is being performed in accordance with the Project plans and specifications. CONSULTANT personnel shall keep accurate and timely records and document all work performed by the Contractor and CONSULTANT.

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

CONSULTANT personnel shall assist SBCTA and local agencies in obtaining compliance with the safety and accident prevention provisions of the Project. Local agencies will retain jurisdictional control for traffic control.

All services required herein shall be performed in accordance with California Department of Transportation guidelines, regulations, policies, procedures, manuals, and standards, except as noted in the special provisions.

**Materials Testing & Source Inspection:** The number of field testing and source inspection personnel assigned to the Project will vary throughout the duration of the construction contract. CONSULTANT certified materials testing and source inspection personnel will be assigned as needed by the Resident Engineer to meet the required numbers and frequencies of testing based on schedule of the construction contractor.

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

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

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

Consultant shall be responsible for finalizing a Source Inspection Quality Management Plan (SIQMP) to match the project requirements, assist SBCTA in gaining Caltrans approval, and manage the SIQMP. The SIQMP shall meet SBCTA and Caltrans requirements. Consultant shall provide Structural Materials Representative (SMR), Steel inspectors, Non-destructive Steel Inspectors, Coating Inspectors, Precast Concrete Inspectors and other source inspectors as needed.

All CONSULTANT personnel will be knowledgeable of, and comply with, all applicable local, state, and federal regulations. All personnel shall cooperate and consult with SBCTA during the course of the contract; and perform other duties as may be required to assure that the construction is being performed in accordance with the Project plans and specifications.

CONSULTANT's personnel will keep records and document the work as directed by the Resident Engineer.

All services required herein will be performed in accordance with Caltrans regulations, policies, procedures, manuals, and standards.

**Construction Surveying:** CONSULTANT will furnish surveying crew(s) to perform construction surveys for the Project. The number of survey crew(s) assigned to the Project may vary throughout the duration of the construction contract to meet the Project needs. CONSULTANT personnel will be assigned as needed by the Resident Engineer to meet the schedule of the construction contractor.

Construction surveying services will be provided on an on-call basis. It is the intent of SBCTA to maintain a consistency of construction survey quality throughout each phase of each project. Therefore, CONSULTANT is encouraged to provide the same field personnel for the duration of construction. It is important that the Field Party Chief(s) assigned to a project be completely familiar with the survey requirements and the assignments for the Project.

Construction surveying will not be performed when conditions such as weather, traffic, and other factors prevent safe and efficient operation.

CONSULTANT personnel will:

- Be knowledgeable of, and comply with all, applicable local, Caltrans, state, and federal regulations.
- Cooperate and consult with SBCTA officials during the course of the contract.
- Perform duties as may be required to assure construction is performed in accordance with the Project plans and specifications.
- Keep records and document work as directed by SBCTA Project Manager.

All services required herein will be performed in accordance with Caltrans regulations, policies, procedures, manuals, and standards.

## C. DUTIES AND RESPONSIBILITIES

### 1. Pre-construction Services

#### a. Schedule

CONSULTANT shall review the proposed Project schedule, compare it to the Project plans and specifications, and provide recommendations to SBCTA, as appropriate, to ensure efficiency of Contractor and CONSULTANT operations and safe and expeditious completion of the Project.

#### b. Budget

CONSULTANT shall review the Project estimate, quantities and provide recommendations to SBCTA, as appropriate, to ensure efficient utilization of funds and control of project costs.

#### c. Constructability Review

CONSULTANT shall review Project plans and special provisions for possible errors and deficiencies and report such findings to SBCTA in a format provide by SBCTA.

#### d. Utility Relocation assistance

## 2. Bid Process

### a. Bid Documents

CONSULTANT shall assist SBCTA, as requested, with the following tasks:

- 1) Review of bid documents
- 2) Preparation of bid tabulations

### b. Pre-construction Meetings

CONSULTANT shall assist SBCTA in conducting one, or more, pre-construction meetings with all involved parties on the Project. Parties may include, but are not limited to, the Contractor, design engineer, Caltrans, County and City staff, utility companies, and developers.

### c. Contract Award

CONSULTANT shall assist SBCTA, as requested, with the following tasks:

- 1) Review of bid for completeness and responsiveness
- 2) Perform bid analysis
- 3) Development of contractor payment schedules, and other procedural items.
- 4) Checking Contractor references, licenses, insurance, and sureties.
- 5) Coordination with prospective Contractor for award of construction contract(s).

All processes will be consistent with procedures outlined by the California Department of Transportation for Special Funded Programs and Local Assistance Procedure Manuals.

## 3. Project Administration

### a. CONSULTANT shall administer Project construction contracts using Caltrans Construction Manual as a guideline.

### b. CONSULTANT shall conduct regular Project coordination meetings with Contractor, SBCTA, local agencies, and design engineer, as appropriate.

### c. CONSULTANT shall prepare Contractor progress payments and maintain payment records and supporting documentation. All progress payments shall be reviewed by SBCTA for approval.

### d. CONSULTANT shall provide reports as needed to comply with specific funding requirements.

### e. CONSULTANT shall establish and maintain Project records in accordance with the Caltrans Construction Manual. Project record keeping shall include, but are not limited to, correspondence, memoranda, contract documents, change orders,



claims, SBCTA and engineer directives, meeting minutes, shop drawings, supplementary drawings, and requests for payment. CONSULTANT shall maintain a record of the names, addresses, and telephone and fax numbers of the Contractors, subcontractors, and principal material suppliers.

- f. CONSULTANT shall establish and maintain a filing system in hard copies files and in electronic forms for each Project using the Caltrans Construction Manual as a guideline. Electronic data documentation will be required to be uploaded weekly to the SBCTA Major Projects Portal
- g. CONSULTANT shall monitor Contractors' construction schedules on an ongoing basis and alert SBCTA to conditions that may lead to delays in completion of the Project.
- h. CONSULTANT shall prepare and submit a monthly Activity Summary Report for the Project in a format approved by SBCTA. The activity report shall include among other items status of SWPPP issues, RFIs, contract change orders, and notice of potential claims; construction activities completed, ongoing, and upcoming; status of Project budget and schedule, and other highlights and critical issues.
- i. CONSULTANT shall review and ensure compliance with environmental requirements.
- j. CONSULTANT shall participate in partnering sessions with the Contractor, SBCTA, and Local Agencies, as required.
- k. CONSULTANT shall ensure that the Project meets all provisions of the SBCTA Construction Materials Quality Assurance Program and Caltrans Quality Assurance Program Manual.
- l. CONSULTANT shall review Contractors' certified payroll records and ensure compliance with the requirements of the construction contract.
- m. CONSULTANT shall ensure that the Project meets all provisions of the Storm Water Pollution Prevention Plan (SWPPP).
- n. CONSULTANT shall assure that the Project meets all applicable regulations of the Air Quality Management District (AQMD) and State Water Resource Control Board (SWRCB).
- o. CONSULTANT shall maintain redlined as-built plans on an ongoing basis throughout the duration of the Project. Redlined plans shall show all changes made to the original contract plans, each change identified with the name of the approver, date of change approval, and CCO number, if applicable

#### 4. Construction Coordination

- a. CONSULTANT shall provide a minimum of one qualified Resident Engineer to effectively manage the Project.
- b. CONSULTANT Resident Engineer shall act as a prime point of contact between Contractor, Caltrans, SBCTA, CONSULTANT's construction surveyor, CONSULTANT's materials inspector, CONSULTANTS Structural Material

Representative (SMR) and utility companies. CONSULTANT may, when requested by SBCTA, act as point of contact between design engineers, cities, and the public. CONSULTANT shall ensure coordination with property owners adjacent to Project right-of-way to ensure timely communication regarding property-condition survey and construction activities and scheduling.

- c. CONSULTANT shall maintain regular contact with SBCTA's Project Manager.
- d. CONSULTANT shall coordinate utility relocations with utility companies and their designees, as well as the utility inspector.
- e. CONSULTANT shall proactively review Project plans and special provisions for possible errors and deficiencies prior to construction of any specific element and report such findings to SBCTA. Should SBCTA determine that changes are necessary, CONSULTANT shall assist in implementation and processing of change orders in accordance with contract documents.
- f. CONSULTANT shall proactively review Project plans and special provisions; monitor, coordinate, and track construction progress schedule and RFIs; and communicate with various agencies prior to construction of any specific elements to ensure the Project proceeds on schedule and according to the order of work in the plans and special provisions. CONSULTANT shall expedite work, as required, to maintain schedule in conjunction with the overall construction staging program.
- g. CONSULTANT shall coordinate review of shop drawings and Requests for Information (RFI) with the SBCTA Project Manager. CONSULTANT shall log and track all submittals and requests.
- h. CONSULTANT shall provide a qualified SWPPP Coordinator who along with the Resident Engineer shall review and certify contractor prepared Storm Water Pollution Prevention Plans (SWPPP) and coordinate approval with SBCTA and the State Water Resource Control Board. The SWPPP Coordinator shall be at a minimum a Qualified Storm Water Pollution Prevention Plan (SWPPP) Developer (QSD) and a Qualified SWPPP Practitioner (QSP). CONSULTANT shall provide at a minimum weekly SWPPP monitoring and shall cooperate with all monitoring agency inspections and field reviews.
- i. CONSULTANT shall coordinate the implementation of any changes with the SBCTA Project Manager and the design engineer.
- j. CONSULTANT shall review and approve falsework and shoring plans.
- k. CONSULTANT shall review and approve Traffic Control Plans and forward to SBCTA for Caltrans/City/County approvals, as necessary.
- l. CONSULTANT shall coordinate all Project construction activities with other on-going projects within and adjacent to the Project limits.

## 5. Construction Inspection

- a. CONSULTANT shall coordinate all required inspections necessary for the Project. CONSULTANT shall ensure that appropriate City and local agencies are notified and present as required throughout the Project. CONSULTANT shall notify SBCTA immediately regarding any directives, recommendations, notices, etc. received from agencies other than SBCTA.
- b. CONSULTANT shall perform daily on-site observations of the progress and quality of construction to determine if the work being performed is in general conformance with the contract documents, all applicable laws, codes, and ordinances.
- c. CONSULTANT shall exercise reasonable care and diligence to discover and promptly report to SBCTA any and all defects or deficiencies in the materials or workmanship used in the Project.
- d. CONSULTANT personnel assigned to the Project shall be thoroughly familiar with Caltrans Standard Specifications, Caltrans Standard Plans, Caltrans Temporary Pedestrian Facilities Handbook, Caltrans Erosion Control and Highway Planting requirements, safety standards and State Water Resources Control Board requirements. CONSULTANT personnel shall have the ability to read and interpret construction plans and specifications. CONSULTANT personnel shall also have knowledge of State of California Construction Safety Orders (CalOSHA) and traffic control practices as specified in the Work Area Traffic Control Handbook (WATCH), Construction Policy Bulletin CPB 17-1, "Permanent Pedestrian Facilities Construction Inspection Documentation, California Manual on Uniform Traffic Control (MUTCD). In addition, CONSULTANT personnel shall be thoroughly familiar with the construction requirements of Caltrans' Storm Water Pollution Prevention Program.
- e. Assignments to be performed by CONSULTANT personnel shall include, but are not limited to, the following:
  - 1) Paving and subgrade inspection, sub-surface & finish surface drainage inspection, structures and foundation inspection, signing and striping inspection, quantity calculations, ADA certification, checking grade and alignment, construction traffic control, inspection and duties that may be required to determine that construction of the Project is being performed in accordance with the contract documents.
  - 2) Identifying actual and potential problems associated with the Project and recommending sound engineering solutions.
  - 3) Perform basic sampling of construction materials in the field per California Test Method 105 and 125 by both the prime and subconsultant personnel.
  - 4) Maintaining awareness of safety and health requirements. Monitoring Contractors' compliance with applicable regulations and construction contract provisions for the protection of the public and Project personnel.

- 5) Preparing complete and accurate daily reports, calculations, project records, payment quantity documents, reports, and correspondence related to Project activities.
- 6) Preparing construction sketches, drawings, and cross-sections, as necessary.
- 7) Assisting in the preparation of as-built plans.
- 8) Providing inspections for environmental compliance.
- 9) Maintaining awareness of water discharge requirements. Monitoring Contractors' compliance with applicable regulations and construction contract provisions.
- 10) Monitoring Contractors' compliance with applicable regulations required by AQMD.
- 11) Other duties as may be required or reasonably requested.

6. Project Support

a. Construction Surveys

CONSULTANT shall perform construction surveying services, field calculations, and home office calculations to support construction of the Project. CONSULTANT may be requested to review available survey data, construction plans, and right-of-way plans to confirm compatibility and to identify discrepancies prior to and during construction of proposed projects. The Resident Engineer will assign survey work to the CONSULTANT as needed by issuing a "Request for Survey Services". Requests may include, but not be limited to, the following types of surveys and related services:

1) Construction Surveys

CONSULTANT shall perform construction staking and calculations as needed.

- a) Survey calculations and adjustments shall be performed with established and computed coordinates based on the California Coordinate System.
- b) Cross-section data collection shall be performed by conventional and terrain line interpolation survey methods.
- c) Survey data will include topography, cross-section, and other survey data in computer formats compatible with the Caltrans computer survey and design systems.
- d) Prepare and maintain survey documents. Survey documents include survey field notes, maps, drawings, and other survey documents.

e) Perform construction staking, including but not limited to:

- i. Utility relocations
- ii. Clearing limits
- iii. Slope staking
- iv. Storm drain and sanitary sewer
- v. Drainage structures
- vi. Curbs, gutters, and sidewalk
- vii. Horizontal and vertical control for structures and portions of structures (bents, abutments, wingwalls, etc.)
- viii. Rough grade
- ix. Finish grade

f) Monitor for settlement, if required.

g) Global Positioning Satellite (GPS) equipment shall be made available if required by SBCTA

## 2) Grid Grades

Grid grade data shall provide pavement elevations at the station line, the left edge of pavement, the right edge of pavement, and the right edge of travel way at 25 foot intervals for travel lanes.

## 3) Open Ended Traverses and Profile Data Sheets

Separate open-ended traverse calculations and point maps shall depict plan data for station lines, utility lines, wall layout lines, and abutment/bent alignment. Specific information to be shown will be part numbers, coordinates, bearings, and curve data.

Profile data sheets are required for all profiles shown on the plans identifying vertical design elements such as grade, point of intersection (PI) location, beginning of vertical curve (BVC) location, end of vertical curve (EVC) location, and curve length.

## 4) Three Line Profiles

Separate profile plots are required for the left edge of pavement, the right edge of pavement, and the edge of shoulder for all travel lanes.

## 5) Right of Way Lines

Existing right of way and easements will be established from Local Agency's record information and existing monumentation.

a) Right of way monumentation shall be renewed and restored in accordance with Section 10.4 of the Caltrans "Survey Manual" and the State of California Land Surveyor's Act.

b) Corner records and records of surveys shall be prepared and filed in accordance with the applicable standards and the State of California Land Surveyor's Act and the California Subdivision Map Act.

- c) Perpetuate existing monumentation, which includes restoring, renewing, referencing, and resetting existing boundary related monumentation. In addition, stake areas where construction disturbs the existing right of way, preparing and filing required maps and records.

New right of way and easements will be established from plans, right of way maps, utility drawings, and Local Agency record information, and existing monumentation.

- a) Right of Way Surveys, which includes research and preparation filing of required maps and records. In addition, locate and set monuments for right of way and easement lines, staking for right of way and easement fences.
- b) Final monumentation, which includes setting of centerline points of control upon completion of construction (only with written direction from SBCTA).

#### 6) Special Design – Data Surveys

Includes drainage, utility, and surveys required for special field studies.

#### 7) Control Survey

Includes Project control surveys, aerial mapping control surveys, horizontal and vertical control surveys. In addition control surveys will include restoration, renewal, reference, relocation, and resetting of existing control monumentation. The CONSULTANT will be required to provide horizontal and vertical control at the end of each bridge.

#### 8) Topographic Surveys

Topographic surveys will normally be compiled by ground survey methods only.

CONSULTANT will provide all necessary Project related surveys and construction staking, including horizontal and vertical control, right of way, and easements. CONSULTANT shall coordinate all staking and verify accuracy. CONSULTANT shall ensure timely coordination of all staking requests from the Contractor.

#### b. Materials Testing, Source Inspection and Geotechnical Services

- 1) CONSULTANT will provide experienced personnel, equipment, and facilities to perform various construction materials sampling and testing. Laboratory and field materials testing will be used to ensure that structure and roadway construction work conforms to California State Department of Transportation (Caltrans) standards, specifications, and special provisions for material quality and workmanship.
- 2) All field and laboratory testing is to be performed in accordance with California Test Methods.

- 3) CONSULTANT will be responsible for the accuracy and completeness of all test data compilation and results.

c. Public Outreach

**General Public Outreach Plan will be provided and administered by SBCTA.**

- a) 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.
- b) SBCTA will provide the primary outreach effort with supplemental support as requested from CONSULTANT. This will be a targeted approach with incremental outreach based on construction schedule and staging. The primary target audiences identified for this Project include, but are not limited to:
  - i. LOCAL AGENCY
  - ii. SBCTA Board
  - iii. LOCAL AGENCY and area Emergency Service Providers
  - iv. School Transportation Coordinator(s)
  - v. Local Business Community
    - i) Specific businesses with expanding priority based on proximity to work zone and detours
    - ii) Chamber of Commerce
  - vi. Commuters
  - vii. Recreational Travelers
  - viii. Trucking Industry
  - ix. Local media
    - i) Print
    - ii) Radio
    - iii) Television
- c) In the weeks prior to the selection of a construction contractor, SBCTA may coordinate an Emergency Responders Project Briefing to highlight the Project details and possible access challenges for consideration by the Project team.
- d) Following the emergency responders briefing, SBCTA may coordinate a Chamber of Commerce Project Briefing to highlight the Project benefits, possible construction schedule and traffic management plan.
- f) Just prior to the start of field construction activities, SBCTA and CONSULTANT (includes all PR subs) may coordinate a groundbreaking media event with the LOCAL AGENCY to ceremoniously open the Project. CONSULTANT will be called up on to develop (with input from SBCTA) and maintain a task list of deliverables for this event. CONSULTANT will acquire the necessary items authorized for the event. CONSULTANT will be responsible for set up and breakdown of the event site.



- g) Prior to construction beginning, SBCTA and CONSULTANT may coordinate a community meeting to share Project information, construction scheduling, detour information and expected challenges with the general public. CONSULTANT will be called up on to develop (with input from SBCTA) and maintain a task list of deliverables for this event. CONSULTANT will acquire the necessary items authorized for the event. CONSULTANT will be responsible for set up and breakdown of the event site. Staffing this event will be determined based on availability.
- h) Near the completion of the construction Project, SBCTA and CONSULTANT will coordinate a ribbon-cutting media event. CONSULTANT will be called upon in a similar fashion to the groundbreaking event.
- i) At various stages throughout the Project, SBCTA will request support from CONSULTANT for the following items:
  - i. Establish and maintain stakeholder and/or 'interested parties' list(s) – used for sharing Project updates during Project construction. May need to be filtered to specific audiences (i.e. emergency responders, city government, etc.)
  - ii. Development of a Project fact sheet (include Project description, Project budget, Project schedule, SBCTA contact information, LOCAL AGENCY contact information, photos, logos, etc.)
  - iii. Weekly media advisories (use SBCTA template). CONSULTANT (or sub) will make weekly contact with Project team to establish what road or lane closures (and associated detours if applicable) will be taking place, develop the advisory, send to SBCTA Public Information Office for approval, submit to webmaster for posting, distribute to appropriate media and stakeholder list.
  - iv. Emergency notices – when needed.
  - v. Develop web content for project tab on SBCTA website. This page should include same elements of fact sheet with expanded detail when possible. If the information is dynamic, please provide updates to SBCTA Public Information Office for approval prior to submitting to webmaster.
- 2) All requests for speaking to government councils, boards, chambers of commerce or similar business or social groups shall be directed to the SBCTA Public Information Office before agreeing to appear.
- 3) All media inquiries shall be directed to the SBCTA Public Information Office.



d. Permits

CONSULTANT shall review the Project for permit compliance and coordinate with SBCTA and the design engineer to ensure that necessary permits are obtained. CONSULTANT shall assist SBCTA in the coordination, timely processing and verification of approval for all permits. CONSULTANT shall maintain permits and permit documentation on site.

7. Cost and Schedule

a. CONSULTANT shall monitor and track the following:

- 1) Contract pay item quantities and payments
- 2) Contract change orders
- 3) Supplemental work items
- 4) Agency furnished materials
- 5) Contingency balance
- 6) Project budget

b. CONSULTANT shall review and monitor Contractor's schedule by keeping a is own updated schedule to "shadow" that of the contractor and inform SBCTA of any significant changes or deviations in the schedule.

c. CONSULTANT shall provide and maintain a Project staffing plan of field office personnel based on the Contractor submitted baseline schedule update. In cooperation with SBCTA, the staffing plan shall be periodically updated to reflect Project progress and needs.

8. Contract Change Orders and Claims

a. CONSULTANT shall receive and evaluate requests for changes and/or substitutions by the Contractor. Contract Change Orders submitted to SBCTA shall be accompanied by CONSULTANT recommendations. Where applicable, CONSULTANT shall convey proposed changes to design engineer, or other Project consultants. If the requested changes are accepted, CONSULTANT shall negotiate and prepare appropriate Contract Change Orders.

b. CONSULTANT shall attempt to avoid unnecessary Contract Change Orders. When a Contract Change Order is necessary, CONSULTANT shall consult with SBCTA prior to its preparation. Unless directed otherwise by SBCTA, the preferred method of payment for Contract Change Orders should be as follows

- 1) Agreed Price
- 2) Adjustment in compensation to a bid item
- 3) Time and materials or Force Account

CONSULTANT shall perform force account analysis to validate cost submitted by the Contractor for contract change orders with agreed unit price, lump sum price, and adjustment in components. Analysis shall be based on realistic production and resource needs to complete the work.

c. CONSULTANT shall attempt to identify all potential claims, track and monitor unresolved claims. The CONSULTANT shall implement appropriate claims avoidance processes where in the best interests of SBCTA as determined by SBCTA's Project Manager.

- d. CONSULTANT shall assist SBCTA, as requested, in the identification, resolution, and final disposition of claims filed by the Contractor or third parties against SBCTA or the Project.

9. Safety

In addition to the requirements specified elsewhere in this contract, the following shall also apply:

- a. CONSULTANT shall implement and conduct a comprehensive safety program including regular tail-gate safety meetings for CONSULTANT personnel. CONSULTANT shall provide SBCTA with monthly status of safety reports.
- b. CONSULTANT shall comply with State of California Construction Safety Orders and provisions of the Caltrans Construction Manual.
- c. CONSULTANT shall provide appropriate safety training for all CONSULTANT field personnel.
- d. CONSULTANT shall provide all necessary safety equipment as required for CONSULTANT personnel.

10. Project Close Out

- a. CONSULTANT shall prepare a list of items to be completed and/or corrected by the Contractor for final completion of the Project.
- b. CONSULTANT shall collect and furnish as-built information to the design engineer for preparation of as-built drawings including pre-stress drawings and pile logs, as applicable.
- c. CONSULTANT shall review and verify completeness of as-built drawings.
- d. CONSULTANT shall conduct a final walk-through with SBCTA, Local Agencies, Contractors, and design engineers.
- e. CONSULTANT shall prepare final construction reports including the Project Completion Report.
- f. CONSULTANT shall prepare and deliver to SBCTA all Project files.
- g. CONSULTANT shall assist SBCTA and Contractor in obtaining final release of all Project permits.
- h. Project closeout services will be completed within two months of project acceptance.

D. DELIVERABLES

- 1. Inspector daily reports, extra work diaries and Resident Engineers' daily diaries.
- 2. Monthly Project Summary Reports and SIQMP Monthly Reports.
- 3. Monthly update of all files to SBCTA Portal.

4. Monthly Contractor progress payments, back-up documentation, and Contractor payment records.
5. Contractor final payment documents, delivered to SBCTA no later than ten (10) working days after Acceptance by SBCTA of the completed construction Project.
6. Project Completion Report documents per Local Assistance Procedure Manual and Caltrans Construction Manual.
7. All Project files, Project reports, Record As-builts, correspondence, memoranda, shop drawings, Project logs, schedule updates, change order data, claims and claim reports, and Contractor payment records per Caltrans Construction Manual.
8. Certified payrolls and fringe benefit statements for all employees, CONSULTANT and Contractor, who are subject to the State and/or Federal prevailing wage rates.
9. American For Disabilities Act certification of project per Caltrans Standards.
10. All material test results will be provided in accordance with the applicable Standard Specifications and Special Provisions, and test methods. Failing tests will be immediately reported to the Resident Engineer or Structures Representative. All test results will be recorded on the appropriate forms. The test documents will be legible and show the identity of the tester where appropriate. A notebook containing all test results and reports will be maintained by CONSULTANT throughout the duration of the Project and delivered to SBCTA with the Project files.
11. Record of Survey and Right of Way Monumentations and recording with County (only with SBCTA written authorization).
12. Unless otherwise specified in the survey request, the deliverables shall conform to the following:
  - a. Survey points, lines, and monuments shall be established, marked, identified, and referenced as required by survey request and requirements herein.
  - b. Survey notes, drawings, calculations, and other survey documents and information shall be completed as required by the survey request and the requirements herein.
  - c. All original survey documents resulting from this contract, including original field notes, adjustment calculations, final results, and appropriate intermediate documents, shall be delivered to the Resident Engineer and shall become the property of SBCTA. A copy of all survey documents furnished by SBCTA shall be retained by CONSULTANT for future reference.  
  
 When the survey is performed with a total station survey system, the original field notes shall be a hard copy in a readable format of the data (observations) as originally collected and submitted by the survey party. The hard copy shall be signed by the Party Chief. If the Party Chief is not licensed, the person in "responsible charge" will be required to sign.
  - d. Deliverables to the Resident Engineer shall follow the format specified below:
    - 1) Horizontal Control
    - 2) Alpha numeric hard copy point listing with adjusted California Coordinate System northing and easting and the appropriate descriptions.
    - 3) Vertical Control

- 4) Alpha numeric hard copy benchmark listing with adjusted elevations compatible with the design datum.
  - 5) Topography
  - 6) Alpha numeric hard copy listing, hard copy drawing, and computer aided drawing and design (CADD) digital drawing. The CADD drawing shall be compatible with the systems utilized by Caltrans.
- e. Data collection method used to collect cross-section data and the coding (feature description) of terrain data for cross-sections shall conform to the survey request requirements. Deliverables shall depend on the data collection method as follows:
- 1) Conventional Cross – Sections (each cross – section):  
For each cross - section and alpha numeric listing, a hard copy drawing, and a computer formatted file compatible with the systems utilized by Caltrans.
  - 2) Terrain Line Interpolation Cross – Section Data (each terrain line interpolation survey):  
Terrain line interpolation cross – sections shall include an alpha numeric listing, a hard copy plan view drawing of the terrain lines, and a computer input file. The computer input file shall be provided in a format compatible with the systems utilized by Caltrans.
  - 3) Data Collector Data  
If specified in the survey request, the raw data from the data collector shall be provided in a format conforming to the survey request requirements.
  - 4) Other—As specified in the survey request.

E. EQUIPMENT AND MATERIALS TO BE PROVIDED BY CONSULTANT

1. CONSULTANT shall provide all necessary equipment including software, materials, supplies, miscellaneous tools, phones, vehicles, and safety equipment required for its personnel to perform the services accurately, efficiently, and safely. The above noted items are not to be included in Attachment B of Consultants Cost Proposal and are part of the consultants overhead. Only those items authorized by SBCTA in Attachment B, CONSULTANT Cost Proposal, shall be reimbursed by SBCTA.
2. CONSULTANT personnel shall be provided with vehicles suitable for the location and nature of the work involved. Vehicles shall be equipped with flashing yellow lights, either permanently or temporarily affixed.
3. CONSULTANT personnel shall be provided with a mobile radio, cellular phone, or other means to assure full-time communication. If a radio system is to be used, CONSULTANT shall provide a base station at the field office.
4. CONSULTANT personnel shall be provided with all applicable standard plans, specifications, and other standards as appropriate (see item G below).
5. For Materials Testing, CONSULTANT and its staff will be fully equipped at all times to perform the services required, including but not limited to the following:

- a. An on-site mobile laboratory or laboratory in close proximity to the Project will be required. The type and location of the lab should be such that it can meet the needs of the Project in an efficient, time effective manner. The laboratory is to be fully staffed, equipped, and supplied to conduct all required soils, materials, and concrete breaking tests in a timely manner.
  - b. Field personnel will be provided with all necessary safety equipment to permit work to be performed safely and efficiently within operating highway and construction zone environments.
  - c. All equipment to be calibrated as per Section 3-10 and 3-11 of Caltrans' Quality Assurance Program Manual.
6. For construction surveying, CONSULTANT and staff shall have adequate equipment and supplies to complete the required survey work. Equipment and supplies shall, include, but not be limited to:
- a. Survey vehicles:  
Survey vehicles will be suitable to perform the required work in varying terrain and conditions encountered on the Project. Vehicles shall be fully equipped with all necessary tools, instruments, supplies, and safety equipment required to perform the work accurately, efficiently, and safely. Vehicles shall be equipped with a flashing yellow beacon light.
  - b. Data Processing Systems:  
Data processing systems shall include hardware and software to:
    - 1) Performing survey and staking calculations from the design plans and specifications;
    - 2) Reduce survey data collected with conventional and total station survey systems;
    - 3) Perform network adjustments for horizontal and vertical control surveys;
    - 4) Format survey data to be compatible with the Caltrans computer survey and data system.
  - c. Drafting equipment and supplies.
  - d. Digital calculators.
  - e. Hand tools as appropriate for the requested survey work.
  - f. Traffic cones (minimum 25). Traffic cones shall be 28 inches in height (minimum).
  - g. Traffic control devices as required to perform the requested survey work. Traffic control devices include signs, sign bases, flags, and hand held signs.
  - h. Leveling instruments and equipment:
    - 1) Self-leveling level. Precision: Standard deviations in one mile of double run leveling 0.005 feet or less.
    - 2) Suitable level rods for the work to be performed.

- i. Distance measuring instruments and equipment:
  - 1) Electronic distance measurer (EDM). Precision: standard deviation 3 mm plus 3 PPM, or less; Range: Minimum one mile under average atmospheric conditions.
  - 2) Prisms, sufficient to perform the required work.
  - 3) Tapes; steel, cloth.
- j. Angle measuring instruments and equipment:
  - 1) Theodolite for non-control surveys; Precision: direct circle reading to three seconds, or equivalent, horizontal and vertical.
  - 2) Targets as required to perform the work.
- k. When required for efficient survey operations, total station survey systems consisting of an electronic angle measuring instrument, EDM, and electronic data collector shall be provided. The angle measuring instruments and EDM shall conform to the requirements for the equipment previously listed.
- l. Radio or cellular communications equipment for communication between field office and field crews.
- m. Caltrans manuals, standards, forms, and other policies and procedures to be followed to perform the required work.

F. MATERIALS TO BE FURNISHED BY SBCTA

- 1. SBCTA will provide three (3) copies of all Project construction documents including plans, and special provisions, and one (1) copy of all other reports, designer prepared resident engineer files, and contracts. In addition, SBCTA will provide one (1) full size (24" x 36") sets of plans for use in the construction field office as record documents.
- 2. SBCTA will provide copies of all previously secured permits and Project authorizations.
- 3. SBCTA Construction Management Forms including SBCTA Construction Materials Quality Assurance Program, sample SIQMP and appropriate forms for recording test data in accordance with Caltrans practices and procedures outlined in the "Manual of Test".

G. STANDARDS

All construction inspection, surveys, materials sampling and testing, and contract administration shall be in accordance with the Project bid documents, special provisions, plans, and current Caltrans Manuals including:

- 1. Construction Manual and its revisions
- 2. Bridge Construction Records and Procedures Manual
- 3. Quality Assurance Program Manual
- 4. Manual of Traffic Controls for Construction and Maintenance Work Zones
- 5. Caltrans Standard Specifications and Standard Plans
- 6. Caltrans Storm Water Pollution Prevention Plan (SWPPP) and Water Pollution Control Program (WPCP) Preparation Manual
- 7. Manual of Test (3 volumes)
- 8. Survey Manual
- 9. District 8 Standard Staking Procedures Manual



Work not covered by the manuals shall be performed in accordance with accepted professional standards.

Surveys performed by CONSULTANT shall conform to the requirements of the Land Surveyor's Act. In accordance with the Land Surveyor's Act, "responsible charge" for the work shall reside with the Licensed Land Surveyor or a pre-January 1, 1982, Registered Professional Civil Engineer in the State of California.

Unless otherwise specified in the survey request, control surveys shall conform to second order (modified) accuracy standards as specified in the Caltrans "Survey Manual".

Additional standards for specific survey work may be included in the applicable request for survey. Such standards supplement the standards specified herein. If additional standards conflict with the standards specified herein, the "Survey Request's" standard shall govern.

The Resident Engineer and SBCTA will decide all questions, which may arise as to the quality or acceptability of deliverables furnished and work performed for this contract. Any CONSULTANT employee who does not perform adequately will be replaced if directed by the SBCTA Project Manager.

#### H. AVAILABILITY AND WORK HOURS

The typical workday includes all hours worked by SBCTA's construction Contractor including nights and weekends. The construction Contractor's operations may be restricted to specific hours during the week, which will become the normal workday for CONSULTANT's personnel. On days when work is not performed by the construction contractor, such as rainy or unsuitable weather days, CONSULTANT services will not be provided unless authorized by the SBCTA Project Manager.

Unless otherwise directed by SBCTA, the normal work week will consist of 40 hours. From time to time, overtime may be required. However, overtime will be worked only when approved in writing by SBCTA.

#### I. LIMITATIONS TO AUTHORITY

CONSULTANT does not have the authority to:

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

J. THIRD PARTY RELATIONSHIPS

This Contract is intended to provide unique services for a specific project. In the development of the Project, SBCTA has worked closely with various professional consultants, agencies, and others in the preparation of the construction documents and other Project related materials. SBCTA, however, is solely responsible for and will be the sole point of contact for all contractual matters related to the Project. CONSULTANT shall take direction **only** from SBCTA and shall regularly inform **only** SBCTA of Project progress, outstanding issues, and all Project related matters.

During the course of the Project, CONSULTANT may find occasion to meet with Caltrans, City or County representatives, the design engineer, Project consultants, or other third parties who have assisted with the Project. These entities may, from time to time, offer suggestions and/or recommendations regarding the Project or elements of the Project. While SBCTA enjoys a close relationship with and has considerable confidence in the capabilities of these other parties, CONSULTANT shall not act on any suggestions, solicited or unsolicited, without obtaining specific direction from SBCTA. All oral and written communication with outside agencies or consultants related to the Project shall be directed only to SBCTA. Distribution of Project related communication and information shall be at the sole discretion of SBCTA representatives.

K. CONSTRUCTION SITE SAFETY

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

1. CONSULTANT will conform to the safety provisions of the Caltrans Construction Manual.
2. CONSULTANT's field personnel will wear white hard hats with proper suspension, orange vests with reflective tape, sleeved shirt, long pants, and leather boots with ankle support and rubber soled shoes at all times while working in the field.
3. CONSULTANT will provide appropriate safety training for all CONSULTANT's personnel, including work on and near highways.
4. All safety equipment will be provided by CONSULTANT.

L. BASIS FOR SURVEY AND MONUMENT STAKING

SBCTA will designate the existing horizontal and vertical control monuments that are the basis of CONSULTANT performed surveys. SBCTA will provide the California Coordinate System values and/or elevation values for these monuments. CONSULTANT shall adjust CONSULTANT performed surveys to be the designated control monuments and the values.

Monuments established by CONSULTANT shall be marked by CONSULTANT with furnished disks, plugs, tags. In addition, CONSULTANT shall identify CONSULTANT established monuments by tagging or stamping the monuments with the license or registration number of CONSULTANT'S surveyor who is in "responsible charge" of the work.

M. PERSONNEL QUALIFICATIONS AND RESPONSIBILITIES

The quantity and qualifications of field personnel to be assigned will be determined by the scope of the Project and the degree of difficulty of required tasks to be performed. Again, all personnel and personnel assignments are subject to approval by SBCTA. While some areas of responsibility may overlap, as a guideline, CONSULTANT personnel assigned to the Project should have the following qualifications:



1. Project Manager

- a. A minimum of six (6) years' project management experience on similar construction projects is desired.
- b. Accessible to SBCTA at all times during normal working hours.
- c. A thorough understanding of Caltrans construction practices and procedures.
- d. A thorough understanding of Cal-OSHA practices and procedures.
- e. The Project Manager will assume the following functional responsibilities:
  - 1) Review, monitor, train, and provide general direction for CONSULTANT personnel.
  - 2) Assign personnel to projects on an as-needed basis.
  - 3) Administer personal leave.
  - 4) Prepare monthly reports for delivery to SBCTA.

2. Resident Engineer

- a. A minimum of eight (8) years' resident engineer experience on similar construction projects is desired.
- b. Licensed Professional Civil Engineer in the State of California.
- c. Ability to work independently, make effective decisions concerning construction work in progress, and solve field problems.
- d. Accessible to SBCTA at all times including weekends and holidays.
- e. Certified as a Qualified SWPPP Developer or Practitioner is desired.
- f. A thorough understanding of Cal-OSHA practices and procedures.
- g. A thorough understanding of American with Disability Act (ADA) and Caltrans ADA requirements. Completion of Caltrans Temporary Pedestrian Facilities training within last 6 months.
- h. A thorough understanding of Caltrans field methods, practices, and construction office procedures. The Resident Engineer will assume the following functional responsibilities:
  - 1) Monitor and provide daily direction to CONSULTANT Resident Engineers and inspection personnel.
  - 2) Assign field personnel to specific project tasks.
  - 3) Monitor and track Contractor progress.
  - 4) Prepare daily, weekly and monthly reports as required.
  - 5) Coordinate utility relocations with appropriate agencies and the utility inspector.
  - 6) Act as prime field contact between various project Contractors and SBCTA's Project Manager.

3. Assistant Resident Engineer

- a. A minimum of four (4) years' experience on similar construction projects is desired.
- b. Licensed Professional Civil Engineer in the State of California.
- c. Ability to work independently, make effective decisions concerning construction work in progress, and solve field problems.
- d. Accessible to SBCTA at all times including weekends and holidays.
- e. Certified as a Qualified SWPPP Developer or Practitioner is desired.
- f. A thorough understanding of Cal-OSHA practices and procedures.
- g. A thorough understanding of American with Disability Act (ADA) and Caltrans ADA requirements. Completion of Caltrans Temporary Pedestrian Facilities training within last 6 months.
- h. Thorough understanding of Caltrans field methods, practices, and construction office procedures. The Assistant Resident Engineer shall act under the direction of the Resident Engineer and will assume the following functional responsibilities:
  - 1) Monitor and provide daily direction to CONSULTANT inspection personnel.
  - 2) Assign field personnel to specific project tasks.
  - 3) Monitor and track Contractor progress.
  - 4) Prepare daily, weekly and monthly reports as required.
  - 5) Coordinate utility relocations with appropriate agencies.

4. Lead Field Inspector

- a. A minimum of six (6) years' construction inspection experience in public works or similar projects or a four-year degree in the field of civil engineering, transportation and four years of similar construction experience is desired.
- b. A thorough understanding of Cal-OSHA practices and procedures.
- c. Knowledge of Caltrans construction practices, physical characteristics and properties of highway construction materials, and approved methods and equipment used in making physical tests of construction materials.
- d. Ability to work independently, make effective decisions concerning construction work in progress, and solve field problems.
- e. Ability to direct the efforts of subordinate inspectors.
- f. Ability to use an automatic level and transit for the purpose of verifying line and grade.
- g. Certified as a Qualified SWPPP Developer or Practitioner is desired.

- h. A thorough understanding of American with Disability Act (ADA) and Caltrans ADA requirements. Completion of Caltrans Temporary Pedestrian Facilities training within last 6 months.
- i. Understanding of Caltrans field and construction office procedures. The Lead Field Inspector will assume the following functional responsibilities:
  - 1) Assist in inspections to assure compliance with contract plans, specifications, and special provisions on all phases of construction.
  - 2) Assist in the preparation of contract change orders, contract estimates, progress pay estimates, and other documents or reports required for the Project.
  - 3) Coordinate field testing of materials to monitor compliance with Project specifications and Caltrans Quality Assurance Program.
  - 4) Maintain accurate and timely Project records. Perform quantity calculations for progress pay estimates.
  - 5) Perform analytical calculations such as basic earthwork, grading, profiles, and special staking procedures.
  - 6) Provide input for the redesign of facilities to fit existing field conditions.
  - 7) Monitor and track Contractor progress. Prepare daily, weekly, and monthly reports as required.

5. Field Inspector

- a. Two (2) years' construction inspection experience in public works or similar projects or a four-year degree in the field of civil transportation engineering is desired.
- b. A thorough understanding of Cal-OSHA practices and procedures.
- c. Knowledge of construction practices, physical characteristics and properties of construction materials, and approved methods and equipment used in making physical tests of construction materials.
- d. Ability to work independently. Ability to make minor decisions concerning construction work in progress and to solve field and office problems.
- e. Ability to use an automatic level and transit for the purpose of verifying line and grade.
- f. Certified as a Qualified SWPPP Developer or Practitioner is desired.
- g. A thorough understanding of American with Disability Act (ADA) and Caltrans ADA requirements. Completion of Caltrans Temporary Pedestrian Facilities training within last 6 months.
- h. Understanding of Caltrans construction methods and practices. The Field Inspector will assume the following functional responsibilities:
  - 1) Assist in inspections to assure compliance with contract plans, specifications, and special provisions on all phases of project construction.
  - 2) Assist in preparation of contract change orders, contract estimates, progress pay estimates, and other documents or reports required for the Project.

- 3) Coordinate field testing of materials to monitor compliance with Project specifications and Caltrans Quality Assurance Program.
- 4) Perform quantity calculations for progress pay estimates and maintain Project records.
- 5) Perform analytical calculations such as basic earthwork, grading, profiles, and special staking procedures.
- 6) Provide input for the redesign of facilities to fit existing field conditions.
- 7) Perform construction materials sampling.
- 8) Perform labor compliance interviews of the Contractors' personnel.

6. Structural Representative

- a. A minimum of six (6) years' of bridge or structural construction inspection as related to major public works projects and a four-year degree in civil engineering is desired.
- b. A minimum of four (4) years as a Structural Representative on major public works projects.
- c. Licensed Professional Civil Engineer in the State of California.
- d. Knowledge of stress analysis, structural mechanics, and strength of materials.
- e. A thorough understanding of Cal-OSHA practices and procedures.
- f. Knowledge of Caltrans and Greenbook construction practices and the physical characteristics and properties of various bridge construction materials including concrete.
- g. Experience in the following areas: foundations, pile driving, concrete prestressing, bridge deck construction, cast-in-place wall construction, falsework, and shoring.
- h. Ability to work independently. Ability to perform duties in the construction field office and effectively make decisions concerning construction work in progress and solving field problems.
- i. Ability to direct the efforts of subordinate inspectors.
- j. Ability to use an automatic level and transit for the purpose of verifying line and grade.
- k. Thorough understanding of Caltrans field methods, practices, and construction office procedures. The Structural Representative shall assume the following functional responsibilities:
  - 1) Assist in inspections to assure compliance with contract plans, specifications, and special provisions on all phases of structural construction such as bridges, foundations, walls, falsework, shoring, and drainage structures.
  - 2) Make grade, alignment, quantity, falsework, and shoring calculations.
  - 3) Assist in the preparation of contract change orders, contract estimates, progress pay estimates, and other documents or reports required for the

- Project. Coordinate the sampling and testing of construction materials to monitor compliance with contract specifications.
- 4) Monitor and track Contractor progress. Prepare daily, weekly, and monthly reports as required.
  - 5) Coordinate with Resident Engineer, as well as the Construction Staking and Material Testing consultants.
  - 6) Direct the daily activities of subordinate inspectors.

7. Structural Inspector

- a. A minimum of four (4) years' of bridge design or structural construction inspection as related to Caltrans or major public works projects and a four-year degree in civil or structural engineering is desired.
- b. Knowledge of stress analysis, structural mechanics, and strength of materials.
- c. A thorough understanding of Cal-OSHA practices and procedures.
- d. Knowledge of construction practices and the physical characteristics and properties of various highway bridge construction materials including concrete.
- e. Experience in one or more of the following areas: pile driving, concrete prestressing, bridge deck construction, retaining wall construction, falsework, and shoring.
- f. Ability to work independently and make minor decisions concerning construction work in progress and to solve field and office problems.
- g. Ability to use an automatic level and transit for the purpose of verifying line and grade.
- h. Understanding of Caltrans construction methods and practices. The Structural Inspector will assume the following functional responsibilities:
  - 1) Assist in inspections to assure compliance with contract plans, specifications, and special provisions on all phases of structural construction such as bridges, foundation, walls, falsework, shoring, and drainage structures.
  - 2) Make grade, alignment, quantity, falsework, and shoring calculations.
  - 3) Assist in the preparation of contract change orders, contract estimates, progress pay estimates, and other documents or reports required for the Project.
  - 4) Sampling and testing of construction materials to monitor compliance with contract specifications and Caltrans Quality Assurance Program.

8. Office Engineer

- a. A minimum of two (2) years' experience as an office engineer on similar construction projects is desired.
- b. Knowledge of Caltrans Office of Highway Construction forms used to administer construction projects.

- c. Knowledge of Caltrans system of document organization.
- d. Knowledge of construction records and accounting procedures.
- e. Knowledge of documentation, procedures, and reporting for federally funded projects.
- f. Knowledge of laws and regulations governing the payment of prevailing wages.
- g. The Office Engineer will assume the following functional responsibilities:
  - 1) Process monthly progress pay estimates, monthly status reports, extra work reports, and weekly statements of working days.
  - 2) Prepare and process contract change orders.
  - 3) Monitor construction budget and schedule.
  - 4) Prepare, maintain, and/or file project documents including labor and equipment records, correspondence, memoranda, meeting minutes, claims, personnel records, labor compliance reports, and daily, weekly, and monthly reports.
  - 5) Perform routine calculations and checking of quantities.
  - 6) Coordinate all office activities and functions with SBCTA representatives.

9. Materials Testing/Source Inspection Project Manager

- a. A minimum four (4) years' project management experience on a similar highway/bridge construction project is desired.
- b. Licensed Civil Engineer in the State of California.
- c. Ability to use typical computer programs including word processing and spreadsheets.
- d. The Materials Testing/Source Inspection Project Manager will assume the following functional responsibilities:
  - 1) Review, monitor, train, and provide general direction for CONSULTANT's laboratory, field and source inspection personnel.
  - 2) Assign personnel to projects on an as-needed basis in coordination with the Resident Engineer.
  - 3) Administer personal leave, subject to approval of the Resident Engineer.
  - 4) Prepare monthly reports for delivery to the Resident Engineer.
  - 5) Provide direction, administration, and responsibility for Materials Certification per Caltrans Construction Manual, Section 8-01.
  - 6) Assist SBCTA and Resident Engineer in preparing the project specific Source Inspection Quality Management Plan (SIQMP) for Caltrans review and approval. (Reference Caltrans "Source Inspection Quality Management Plan (SIQMP Outline dated 04/17/12).
  - 7) Serve as project Structural Materials Representative (SMR) per Caltrans requirements.
  - 8) Provide direction, administration, and responsibility for implementation of the approved SIQMP per Caltrans Construction Procedures Directive (CPD) 08-5 and FHWA Title 23 requirements.

Material testing/source inspection personnel will be certified by a California Registered Civil Engineer as being experienced and competent in the test procedures required for the work involved (and possess a current certificate of proficiency (Form MR-0111) in accordance with Quality Assurance Program Manual (Section 3-5). Independent certification of Caltrans test procedures may be performed at the discretion of the SBCTA Project Manager.

10. Materials Technicians

CONSULTANT personnel provided under this contract will have a variety of skills and experience appropriate for the level of tasks to be assigned. Field personnel shall be certified by Caltrans and should have a minimum of two (2) years' experience in conducting material sampling and testing of the type required for the projects involved and possess the following additional capabilities:

- a. Have the ability to establish specific locations for appropriate tests when construction contract administration personnel are not available.
- b. Be familiar with construction practices and be fully aware of construction activities at the Project site.
- c. Have knowledge of and comply with safety and health regulations and requirements applicable to the Project.
- d. Specific qualifications for technicians are as follows:

1) CONSTRUCTION TECHNICIAN I

- a) Performs a variety of semi-skilled activities. Examples of duties assigned to this classification are:
  - i. Conducting quality control tests such as soil densities, sieve analysis tests, operation scales and inspecting spread operations.
  - ii. Sampling and transporting produced construction materials from point of application or production to testing laboratory.
- b) Knowledge and Skills Required
  - i. Knowledge of tools, equipment and vehicles utilized in construction.
  - ii. Knowledge of standard equipment and materials used for the sampling and testing of construction material.
  - iii. Knowledge of basic mathematics used in the computation of a variety of construction items.
  - iv. Knowledge of record keeping, preparing of documents and reports.



## 2) CONSTRUCTION TECHNICIAN II

- a) Performs a variety of skilled activities. Examples of duties assigned to this classification are:
  - i. Inspecting minor construction items, sampling and inspection of steel reinforcement, sampling and inspection of concrete placing operation.
  - ii. Collect and analyze soil samples of construction materials to determine compaction and moisture content.
  - iii. Inspection and sampling of all phases of asphalt concrete and PCC paving operation, including plant inspection.
  - iv. Confers with construction engineers and contractors regarding construction in progress and is conformance to specifications and construction plans.
  - v. Answers questions and resolves problems.
  - vi. Inspects construction in progress to ensure conformance with specification, agreements, and established requirements.
  - vii. Keeps daily diary of work progress.
  - viii. Prepares reports on all field inspections and submits project quantities on a daily basis.
  - ix. Keeps accurate documentation for force accounts and possible claims.
- b) Knowledge and Skills Required
  - i. All knowledge and skills required of lower classification.
  - ii. Knowledge of currently accepted methods, procedures and techniques used in highway construction inspection, survey, materials testing, and quality control equipment.
  - iii. Skill in interpersonal relations as applied to contact with contractors, representatives of other governmental jurisdictions, and other SBCTA/Caltrans staff.

## 3) CONSTRUCTION TECHNICIAN III

- a) Exercises considerable independent judgment within general Caltrans standards and guidelines. Examples of duties assigned to this classification are:
  - i. Inspect Project construction on an ongoing basis to assure compliance with contract and in accordance with State and local standards.
  - ii. Perform a variety of structural material tests and inspections.
  - iii. Reviews construction plans and verified that these are in accordance with designated specifications and other requirements.
  - iv. Participates in the preparation of completed work estimates, to calculate compensation due contractor.
  - v. Examines and verifies numeric data and material specifications on project cost source documents, utilizing geometry and trigonometry calculations.



- vi. Supervises all work activities involved in construction projects, laboratory, and quality control work.
- vii. Recommends approval of proposed Project changes.

b) Knowledge and Skills Required

- i. All knowledge and skills required of lower classifications.
- ii. Knowledge of the principles and practices of Civil Engineering as applied to the construction of state highways.
- iii. Skill in analyzing and evaluating a wide variety of highly technical engineering data, including construction plans, field survey and quality control documents.
- iv. Skill in interpreting and implementing Caltrans standards, policies, procedures and regulations.
- v. Skill in interpersonal relations, as applied to contacts with contractors, representatives of other governmental jurisdictions, and other SBCTA/Caltrans staff.

11. Construction Surveying Project Manager

- a. A minimum four (4) years' project management experience on similar construction projects is desired.
- b. Licensed Surveyor or pre-January 1, 1982 Registered Professional Engineer in the State of California.
- c. Accessible to the Resident Engineer and SBCTA at all times during normal working hours as specified in this Scope of Services.
- d. Under the direction of the Resident Engineer, the Survey Project Manager will be responsible for:
  - 1) Review, monitor, train, and provide general direction for CONSULTANT survey personnel.
  - 2) Assign personnel to projects on an as-needed basis.
  - 3) Administer personal leave, subject to approval of the Resident Engineer.
  - 4) Prepare monthly reports for delivery to the Resident Engineer.

12. Field Party Chief(s)

- a. The person(s) holding the position of Party Chief shall meet at least one of the following licensing requirements:
  - 1) A licensed Land Surveyor in the State of California.
  - 2) A pre-January 1, 1982, Registered Professional Civil Engineer in the State of California.
  - 3) An experienced surveyor who serves as chief under the direction or supervision of a person who is a licensed Land Surveyor or pre-January 1, 1982 Registered Professional Civil Engineer in the State of California. The direction or supervision shall place the supervisor in "responsible charge" of the work. "Responsible Charge" is defined in Chapter 15 of the Business and Professions Code (the Land Surveyor's Act) and Title 16, Chapter 5, of the California Administrative Code

(regulations adopted by the Board of Registration for Professional Engineers and Land Surveyors).

- b. The Party Chief(s) should have a minimum two (2) years' survey experience on similar construction projects and possess the following additional capabilities:
  - 1) Thorough knowledge of construction survey practices and the ability to read and interpret plans and specifications.
  - 2) Ability to make effective decisions concerning field problems and work in progress.
  - 3) Familiarity with typical coordinate geometry computer programs.
  - 4) Familiarity with safety requirements for surveying near traffic.
- c. The Party Chief(s) will assume the following responsibilities:
  - 1) Perform construction staking services for Project construction.
  - 2) Administer day to day activities for the survey party.
  - 3) Perform analytical survey calculations for items such as grading, horizontal and vertical control, right of way, and minor in-field design.
  - 4) Maintain continuous communication with the Resident Engineer, field personnel, and construction administration staff.

### 13. Survey Crews

- a. Qualifications for survey crew members should include the following:
  - 1) A minimum of one (1) year of survey experience on similar construction projects is desired.
  - 2) Fundamental knowledge of construction survey practices and the ability to read and interpret plans and specifications.
  - 3) Ability to assist Party Chiefs and office personnel in all required surveying work.
  - 4) One survey crew member must have the ability to assume temporary leadership of the survey party in the absence of the Party Chief.
- b. Under the direction of the Resident Engineer and the Party Chief, the survey crew members will assume the following responsibilities:
  - 1) Perform basic calculations to support construction staking.
  - 2) Maintain continuous communication with Party Chiefs and office personnel.

END OF SCOPE OF WORK

## ***Minute Action***

### AGENDA ITEM: 10

***Date:*** January 5, 2022

***Subject:***

Updated List of Right-of-Way Properties

***Recommendation:***

Receive and file the updated list of Right-of-Way property acquisitions for Project Delivery Department projects, which include changes to the Board of Directors authorized property lists and provides the current listing of San Bernardino County Transportation Authority Project Delivery Eminent Domain actions.

***Background:***

The San Bernardino County Transportation Authority (SBCTA) is responsible for the development and delivery of transportation projects. In the course of developing and delivering projects, the acquisition of public and private properties is often required to facilitate the implementation of projects. The intent of this agenda item is to inform the Board of Directors Metro Valley Study Session of SBCTA's success in avoiding costly litigation while acquiring property necessary for SBCTA's Project Delivery projects. This agenda item will also provide a listing of all properties that were approved by the SBCTA Board of Directors (Board) and properties that have been added or deleted for these projects.

On January 2, 1971, Public Law 91-646 the "Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970," was signed into law by Congress to ensure that people whose real property is acquired, or who must move as a result of the needs of a Federal Aid project, will be treated fairly and equitably and will receive assistance in moving from the property they occupy to a location equal or better. To ensure fair and consistent treatment of property owners and those displaced as a result of the projects, SBCTA developed a Right-of-Way (ROW) Acquisition Procedures Manual compliant with all federal and state laws, statutes, and regulations as applicable, to guide staff through the property acquisition, relocation, and disposition processes. To exercise consistent treatment of property owners this process is utilized on all property acquisitions whether or not federal funds are utilized.

SBCTA seeks to reach fair settlements with property owners based on the value of just compensation which is derived from appraisal values. Through the acquisition process staff is highly communicative with those affected by SBCTA's projects in order to gain a full understanding of each property owner's concerns and the factors concerning the appropriate property appraisal. While many acquisitions are either accepted based on just compensation, or with limited negotiations, there are situations where, due to schedule considerations, lack of property owner response, title issues on the property, or significant differences on the acquisition price, legal proceedings are required. In these cases, while negotiations with the property owners are continued, the Board conducts a Resolution of Necessity (RON) hearing to establish the need for the property, need for the project, and that a fair offer of just compensation has been tendered to the property owner of record.

In cases where a RON hearing occurs, the vast majority of the properties are acquired through a settlement prior to filing of litigation. Settlements occur through contracts that the SBCTA

*Entity: San Bernardino County Transportation Authority*

Acquisition Agent negotiates directly with property owners ('Contract' column in Table 1), attorney settlement agreements that the court accepts or settlement agreements resulting from mediation by an unbiased third party mediator ('Attorney' column in Table 1), or through a trial judgment ('Court' column in Table 1). Only a small proportion of properties actually go to trial to determine just compensation for property acquisition. Due to the cost associated with litigation, it is generally in SBCTA's best interest, and in the best interest of property owners, to settle on a fair determination of just compensation for the real property interests prior to trial. In an effort to meet the schedule and budget, and to follow state and federal requirements, staff remains committed to practicing fair and equitable treatment of those impacted by SBCTA's projects. The following table is an update to one previously provided to the Metro Valley Study Session and the Mountain Desert Policy Committee in August 2020, showing the current status and number of properties acquired for SBCTA's projects and the ultimate disposition as to how a settlement was reached. To summarize, approximately 60% of all property acquisitions occur without a RON, and overall 99.67% are acquired without going to trial.

Table 1

Project	Properties/Parcels						
	Number Acquired	Acquired with no RON Hearing	Resolution of Necessity (RON)				
			Total	Litigation/ Pending Cases	Settlement Type		
					Contract	Attorney	Court
Interstate 10 Tippecanoe Avenue Interchange (Caltrans performed ROW acquisition and eminent domain)	63	36	27	0	9	16	2
Interstate 15/Interstate 215 Devore Interchange (SBCTA performed ROW acquisition and Caltrans performed eminent domain)	85	56	29	0	2	27	0
Interstate 215 Barton Road Interchange*	37	21	16	0	7	9	0
Lenwood Road Grade Separation	35	10	25	0	17	8	0
Laurel Street Grade Separation	29	22	7	0	6	1	0
Hunts Lane Grade Separation	26	18	8	0	0	8	0
Palm Avenue Grade Separation	9	3	6	0	3	3	0
US 395*	67	19	48	0	26	22	0
State Route 210 Base Line/ Lane Addition*	25	21	4	0	1	3	0
State Route 60 Archibald*	6	0	6	3	0	3	0
State Route 60 Central*	6	1	5	3	1	1	0
Interstate 10 Corridor*	183	128	55	20	24	11	0
Mount Vernon Viaduct*	35	30	5	0	4	1	0
I-10 Cedar*	24	12	12	3	9	0	0
<b>Total</b>	<b>630</b>	<b>377</b>	<b>253</b>	<b>29</b>	<b>109</b>	<b>113</b>	<b>2</b>

\*Still in progress

## Board of Directors Agenda Item

January 5, 2022

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The second part of this agenda item is to provide the Board with a complete listing of properties that were approved by the Board for these various projects, including added or deleted properties. SBCTA projects with ROW acquisition requirements are taken before the Board and approved with the following language:

*“Authorize staff to appraise properties identified in Table \_\_ and to make offers of Just Compensation to the property owners for the acquisition of property necessary for the XXX (Project); and”*

*“Authorize the Director of Project Delivery to add or delete parcels in Table \_\_ as the Director of Project Delivery determines necessary for the Project.”*

During the course of project development, minor changes to a project's ROW requirements may occur due to design refinements, construction staging revisions, or utility relocation requirements. SBCTA typically tries to minimize the property impacts on every project, but often the identified list of properties occurs relatively early in the final design and ROW phases, which is why there can be changes to these requirements as the project progresses. Attached are the tables with lists for projects which have been previously approved by the Board. While some projects have had additions or deletions from what was originally approved by the Board, others have had no changes.

Annually, complete listings of Board approved property acquisitions, including added or deleted properties, will be provided to the Metro Valley Study Session unless otherwise requested.

**Financial Impact:**

This item is consistent with the Fiscal Year 2021/2022 Budget.

**Reviewed By:**

This item was received by the Metro Valley Study Session on December 9, 2021.

**Responsible Staff:**

Tracy Escobedo, Technical Specialist

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Approved  
Board of Directors  
Date: January 5, 2022

Witnessed By:

**SR 60 Archibald Avenue Improvement Project Parcel Listing**  
**Approved**  
**Board of Directors**  
**September 6, 2017**

<b>ASSESSOR PARCEL NUMBER (APN)</b>	<b>OWNER</b>	<b>LAND USE</b>	<b>ACQUISITION TYPE</b>
1083-011-01	KUZINA DEVELOPMENT LLC	COMMERCIAL	TCE FEE UE
1083-071-14	SHIL & MINAH PARK	INDUSTRIAL	FEE UE
1083-071-04	DENNYS, INC	COMMERCIAL	TCE FEE UE
1083-071-26	PATEL & JOSHI HOSPITALITY CORP	COMMERCIAL	TCE RE UE
1083-071-10	GOLDEN ARCH LIMITED PARTNERSHIP	COMMERCIAL	TCE UE RE
<b>1083-011-05</b>	<b>MALKHASIAN, GARY K. &amp; MALKHASIAN, ANDREW S.</b>	<b>COMMERCIAL</b>	<b>TCE</b>

Notes: Stricken properties were deemed unnecessary and bolded properties have been added.

TCE- Temporary Construction Easement

UE- Utility Easement

RE- Roadway Easement

Attachment: 60 Archibald (8210 : Updated List of Right-of-Way Properties)

**I-215 Barton Project Parcel Listing**  
**Approved**  
**Board of Directors**  
**September 2, 2015**

ASSESSOR PARCEL NUMBER (APN)	OWNER	LAND USE	ACQUISITION TYPE
0275-231-25	SIMON	RESIDENTIAL	FULL
0275-231-46	CLARK REVOC TRUST	COMMERCIAL	FULL
0275-232-05	LUGO	RESIDENTIAL	FULL
1167-141-05	HYROSEN PROPERTIES, INC.	COMMERCIAL	FULL
0275-231-68	HADJICONSTANTIS	COMMERCIAL	FULL
1167-231-10	CURATOLO FAMILY TRUST	COMMERCIAL	FULL
1167-151-01 1167-161-01	GEORGIA CAPITAL, LLC	VACANT LAND	PARTIAL TCE
1167-141-10 1167-141-11	C-Y DEVELOPMENT CO	COMMERCIAL	PARTIAL
1167-141-03 1167-141-04	CIRCLE P HOLDINGS LLC (FORMERLY "IE ROLLERSPORTS")	COMMERCIAL	PARTIAL TCE
1167-141-02	YASIN	COMMERCIAL	PARTIAL TCE
1167-141-09	ADCOCK	COMMERCIAL	PARTIAL TCE
1167-141-01	TANIOS	COMMERCIAL	PARTIAL TCE
1167-141-08	CITY OF GRAND TERRACE	VACANT LAND	PARTIAL TCE
1167-231-22 1167-231-22 1167-231-23 1167-231-24 1167-231-25 1167-231-26 1167-231-27 1167-231-28	STATER BROS MARKETS	COMMERCIAL	PARTIAL TCE
1167-231-20	SDG INVESTMENTS LLC	COMMERCIAL	PARTIAL TCE
1167-231-24	AUTOZONE DEVELOPMENT	COMMERCIAL	PARTIAL TCE
1167-231-11	YASIN	COMMERCIAL	PARTIAL TCE
0275-232-04	TERRACE UNION SCHOOL DISTRICT S.B. CO.	PUBLIC LAND	TCE
1167-121-08 1167-131-13	CITY OF RIVERSIDE	VACANT LAND	PARTIAL TCE
1167-121-11	LAMBERT FAMILY TRUST	INDUSTRIAL	TCE
1167-121-10	ADAMS REVOCABLE LIVING TRUST	VACANT LAND	TCE
1167-121-01	MCDUFFEE TRUST	VACANT LAND	PARTIAL

Attachment: 215 Barton (8210 : Updated List of Right-of-Way Properties)

**I-215 Barton Project Parcel Listing**  
**Approved**  
**Board of Directors**  
**September 2, 2015**

<b>ASSESSOR PARCEL NUMBER (APN)</b>	<b>OWNER</b>	<b>LAND USE</b>	<b>ACQUISITION TYPE</b>
1167-121-09	FURNAS FAMILY TRUST	COMMERCIAL	PARTIAL TCE
1167-121-02	TILLEY	INDUSTRIAL	PARTIAL TCE
0275-223-16	2881 HULEN PLACE LLC	INDUSTRIAL	PARTIAL TCE
0275-223-27	HUGHES	VACANT LAND	PARTIAL TCE
0275-231-27 0275-231-28	57 <sup>TH</sup> SAGA LLC	RESIDENTIAL	PARTIAL TCE
0275-231-47	CLARK	VACANT LAND	PARTIAL
0275-231-69	TERRACE VILLAGE RV PARK LLC	COMMERCIAL	TCE
0275-232-10	GUTIERREZ	RESIDENTIAL	PARTIAL
0275-231-57 0275-231-58 0275-231-59 0275-231-60 0275-231-61 0275-231-62 0275-231-63 0275-231-64 0275-231-65 0275-231-66	CITY OF GRAND TERRACE	VACANT LAND	PARTIAL TCE
0275-231-11	MACIAS	RESIDENTIAL	PARTIAL TCE
0275-231-12	LLEWELLYN	RESIDENTIAL	FULL
1167-151-09	MARK & J PIERCE FAMILY TRUST	VACANT LAND	TCE
1167-151-08	SCE	VACANT LAND	TCE
1167-151-14	CITY OF RIVERSIDE	VACANT LAND	TCE
0275-232-09	ELAWAR	RESIDENTIAL	TCE
1167-151-07	COLTON INDUSTRIAL PROPERTIES	COMMERCIAL	TCE

TCE- Temporary Construction Easement

Partial- Partial Acquisition

Full- Full Acquisition

Attachment: 215 Barton (8210 : Updated List of Right-of-Way Properties)



**SR 210 Base Line and Lane Addition Project Parcel Listing**  
**Approved**  
**Board of Directors**  
**November 1, 2017**

10.c

ASSESSOR PARCEL NUMBER (APN)	OWNER	LAND USE	ACQUISITION TYPE
1191-121-26	BOTTINI, STEVEN & BERTA LISA	RESIDENTIAL	PARTIAL TCE
1191-121-25	CU, DENNIS & TERESITA	RESIDENTIAL	TCE
1191-121-24	ROCHESTER, TERRESA	RESIDENTIAL	TCE
1191-121-23	CHIAM, KATHERINE	RESIDENTIAL	TCE
1191-121-22	2015-2 IH2 BORROWER	RESIDENTIAL	TCE
1191-121-21	HOLLEY, MANUEL L	RESIDENTIAL	TCE
1191-121-36	DEJESUS TAVARES PEREZ, JOSE	RESIDENTIAL	TCE
1200-181-01	MDM PTS-LP	RESIDENTIAL	TCE
1200-421-02	FOCUS BASELINE, LLC	VACANT	PE TCE
1200-421-03			TCE
1191-315-09, 10	PLASENCIA, GLORIA	RESIDENTIAL	TCE
1191-294-25	WILLOW CREEK TOWNHOUSES LLC	RESIDENTIAL	PARTIAL TCE
1191-294-26	AGOURA WILLOWCREEK LTD	RESIDENTIAL	PARTIAL
1201-051-16	YN PROPERTIES LLC	COMMERCIAL	PE TCE
1201-051-17	KOAM PROPERTY INVEST. INC	COMMERCIAL	PARTIAL PE
0285-176-16	HIGHLAND AND STERLING LLC	COMMERCIAL	ROE
0290-271-07, 08	ROBERTSON'S READY MIX	INDUSTRIAL	ACCESS AND USE AGREEMENT
0290-271-02	CITY OF REDLANDS / CEMEX	INDUSTRIAL	ACCESS AND USE AGREEMENT
1191-121-34	SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT		PERMIT
<del>1200-181-01</del>	<del>CITY OF SAN BERNARDINO</del>	<del>PUBLIC</del>	<del>PARTIAL ACQUISITION</del>
<del>1200-461-08</del>	<del>ROBERT M. HACKERD TRUST</del>	<del>COMMERCIAL</del>	<del>PARTIAL TCE</del>
<del>1200-461-09</del>			<del>PARTIAL PE TCE AC</del>
<del>1200-461-24</del>		<del>RESIDENTIAL</del>	<del>PE TCE</del>
<del>1200-461-25</del>			<del>PE TCE</del>
<del>1201-091-45</del>	<del>ACAA LIMITED PARTNERSHIP</del>	<del>COMMERCIAL</del>	<del>PARTIAL</del>

Notes: Stricken properties were later deemed unnecessary and bolded properties were added.  
TCE- Temporary Construction Easement  
PE- Permanent Easement  
ROE-Right of Entry  
Partial- Partial Acquisition

Attachment: 210 Baseline (8210 : Updated List of Right-of-Way Properties)

**I-10 Cedar Project Parcel Listing**  
**Approved**  
**Board of Directors**  
**December 5, 2017**

ASSESSOR PARCEL NUMBER (APN)	OWNER	LAND USE	ACQUISITION TYPE
<b>0253-171-16, <del>0253-211-56</del></b>	<b>BORUCHIN , JOHN TR</b>	<b>EMPTY LOT <del>EMPTY LOT</del></b>	<b>SE <del>PARTIAL</del></b>
<del>0253-201-15</del>	<del>NAZARI FAMILY LIVING TRUST - 6- 30-99</del>	<del>EMPTY LOT</del>	<del>PARTIAL TCE</del>
0253-201-16	FLORES , MARIA-ESPERANZA	RESIDENTIAL	PARTIAL TCE
0253-201-17	CASILLAS, ANTONIO-G	RESIDENTIAL	PARTIAL TCE
0253-201-18	PECK, JAMES-M	EMPTY LOT	PARTIAL TCE
0253-052-23	WILLIAMS, DENNIS, R JR.	RESIDENTIAL	PARTIAL TCE
0253-052-24	JIMENEZ, ROBERT E & RACHEL R FAM. TR.	RESIDENTIAL	PARTIAL TCE
0253-052-25	ALVARADO, EDUARDO R	RESIDENTIAL	PARTIAL TCE
0253-052-26	BOECHE, HAROLD A TR.	RESIDENTIAL	PARTIAL TCE
0253-052-27, 0253-052-28	O AND R FOUR WHEEL DRIVE CENTER	COMMERCIAL	PARTIAL TCE
<del>0253-052-39</del>	<del>HHH SAN BERNARDINO LLC</del>	<del>COMMERCIAL</del>	<del>PARTIAL TCE</del>
0253-192-30, 0253-192-32	GOMES, AMANDA K	EMPTY LOT	PARTIAL TCE  RE
<del>0253-192-53</del>	<del>KOSS FAMILY TRUST</del>	<del>COMMERCIAL</del>	<del>PARTIAL TCE</del>
0253-203-35	PEREZ, REGGIE	RESIDENTIAL	PARTIAL TCE
0253-203-32	RAMIREZ, RAMON	RESIDENTIAL	PARTIAL TCE
0253-203-36	MOJICA, HECTOR L	RESIDENTIAL	PARTIAL TCE
0252-161-08	LOPEZ, JAVIER O	COMMERCIAL	TCE
0252-161-09, 0252-161-10	BLOOMINGTON PARK & RECREATION DIST	PUBLIC PARK	TCE
0252-161-11	OWENS, WILLIAM H TESTAMENTARY TRUST	RESIDENTIAL	TCE
0252-161-12	CAMPGROUNDS OF AMERICA LLC	RESIDENTIAL	TCE
0252-161-36	TOMAN, MARY A TR	EMPTY LOT	TCE

Attachment: I-10 Cedar (8210 : Updated List of Right-of-Way Properties)

**I-10 Cedar Project Parcel Listing**  
**Approved**  
**Board of Directors**  
**December 5, 2017**

ASSESSOR PARCEL NUMBER (APN)	OWNER	LAND USE	ACQUISITION TYPE
0252-161-61	COFRANCESCO, LOUIS K & EVELYN LIV TR	RESIDENTIAL	TCE
0252-161-65	HAMULA, KIRK D & ORALIA Z REV TR 9-1	COMMERCIAL	TCE
0252-161-57, 0252-161-58	LOG CABIN MOBILE HOME PARK LLC	RESIDENTIAL	TCE
0253-205-01	HERNANDEZ, FREDDIE S	RESIDENTIAL	TCE
0253-205-21	DEL RIO, VICTOR M	RESIDENTIAL	TCE
0253-241-07	SECURE RV STORAGE INC.	COMMERCIAL	TCE
0253-205-23	GARCIA, ALFREDO P	RESIDENTIAL	TCE
0253-205-25	GOMEZ, GEORGE & ALICE A REV TR 12-9-	RESIDENTIAL	TCE
0253-205-26, 0253-205-27	SANCHEZ, FRANCISCO JAVIER CESENA	RESIDENTIAL	TCE
0253-205-28	COTA, GREGORIO	RESIDENTIAL	TCE
0253-205-29	GARCIA, STEVE	RESIDENTIAL	TCE
0253-205-24	JAHNKE, NATALIE C	EMPTY LOT	TCE
0253-211-50, 0254-232-05, 0253-171-07, <del>0253-242-14</del>	SOUTHERN PACIFIC CO (UPRR)	COMMERCIAL	TCE

Notes: Stricken properties were later deemed unnecessary and bolded properties were added.

TCE- Temporary Construction Easement

RE- Roadway Easement

Partial- Partial Acquisition

SE- Slope Easement

Attachment: I-10 Cedar (8210 : Updated List of Right-of-Way Properties)

**SR 60 Central Project Parcel Listing**  
**Approved**  
**Board of Directors**  
**July 11, 2016**

<b>ASSESSOR PARCEL NUMBER (APN)</b>	<b>OWNER</b>	<b>LAND USE</b>	<b>ACQUISITION TYPE</b>
1015-021-34, 1015-071-10	SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT	DRAINAGE CHANNEL	PERMANENT PARTIAL
1015-041-06	LUCRATIVE NETWORK LLC	COMMERCIAL	TCE PERMANENT PARTIAL
1015-041-07	G6 HOSPITALITY	COMMERCIAL	TCE PERMANENT PARTIAL
1015-041-12	AMTEE INVESTMENTS	COMMERCIAL	TCE PERMANENT PARTIAL
1015-301-01	ELITE DYNAMICS	COMMERCIAL	TCE
1015-271-05	THRIFTY OIL COMPANY	COMMERCIAL	TCE PERMANENT PARTIAL

Permanent Partial- Permanent Partial Fee

TCE- Temporary Construction Easement

**US 395 Project Parcel Listing**  
**Approved**  
**Board of Directors**  
**March 2, 2016**

10.f

ASSESSOR PARCEL NUMBER (APN)	OWNER	LAND USE	ACQUISITION TYPE
3103-511-06	MOHREKESH OZZIE 2-21-6	VACANT LAND	UE
3103-511-05	ADELANTO SENECA LAND LLC	VACANT LAND	UE
3103-551-04	LEU LIU & ASSOCIATES	VACANT LAND	PUE
3103-551-02	LEU LIU & ASSOCIATES	VACANT LAND	PUE
3135-321-10	AGGARWAL MADAN MOHAN	VACANT LAND	UE
3135-321-09	ANCONA SALVATORE & CAMILLA	VACANT LAND	UE
3135-321-07	MOHREKESH OZZIE 02-21-06/TAHERI MEHDI	VACANT LAND	UE
3135-321-05	YEN HENSEY S/OU GINAU PEI	VACANT LAND	UE
3135-361-03	XMR INVESTMENTS LLC	VACANT LAND	PARTIAL
3135-361-02	ONG-VELOSO MARIQUITA L	VACANT LAND	PUE
<del>3135-361-01</del>	<del>ABADI ALEX</del>	<del>VACANT LAND</del>	
3135-291-14	VILLA-ADELANTO	VACANT LAND	UE
3135-291-13	ABADI WALNUT CREEK PROP	VACANT LAND	UE
3135-291-11	LU HAWSHING 11-5-04	VACANT LAND	ACCESS RIGHTS UE
3135-291-10	SOUTHERN CALIFORNIA EDISON CO	VACANT LAND	ACCESS RIGHTS
3135-291-06	SOUTHERN CALIFORNIA EDISON CO	VACANT LAND	ACCESS RIGHTS
3135-291-03	SOUTHERN CALIFORNIA EDISON CO	VACANT LAND	ACCESS RIGHTS
3135-351-13	DORA LAND	VACANT LAND	ACCESS RIGHTS PUE
3135-351-07	DORA LAND	VACANT LAND	ACCESS RIGHTS /PUE
3135-341-32	CHOI JEONG MAN/CHONG POK 8	VACANT LAND	PARTIAL PUE
3135-341-17	CHOI JEONG MAN/CHONG POK 8	VACANT LAND	PARTIAL PUE
3135-341-16	CITY OF VICTORVILLE (OWNER OF RECORD SHOWS JIN HYUK KIM AND HYUN JOON SHIN)	VACANT LAND	ACCESS RIGHTS PUE
3135-341-01	ONG PHENG/TANG KEN	VACANT LAND	ACCESS RIGHTS PUE
<del>3135-201-02</del>	<del>CHAN SIMMON/CHING JOHN K C &amp; BARBARA K</del>	<del>VACANT LAND</del>	
<del>3135-201-17</del>	<del>MOJAVE &amp; 395 LLC</del>	<del>VACANT LAND</del>	
3135-201-15	ADELANTO TOWNE CENTER LLC	VACANT LAND	ACCESS RIGHTS
3135-201-13	ADELANTO TOWNE CENTER LLC	VACANT LAND	ACCESS RIGHTS

Attachment: US 395 (8210 : Updated List of Right-of-Way Properties)

**US 395 Project Parcel Listing**  
**Approved**  
**Board of Directors**  
**March 2, 2016**

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ASSESSOR PARCEL NUMBER	OWNER	LAND USE	ACQUISITION TYPE
3135-201-10	ADELANTO TOWNE CENTER LLC	VACANT LAND	ACCESS RIGHTS
3135-201-09	ADELANTO TOWNE CENTER LLC	VACANT LAND	ACCESS RIGHTS
3135-201-08	ADELANTO TOWNE CENTER LLC	VACANT LAND	ACCESS RIGHTS
3128-591-01	PAR INTERNATIONAL ENTERPRISES INC	VACANT LAND	PUE
<del>3128-541-12</del>	<del>BASTOROUS MAMDOH/BENJAMIN HANY</del> (Owner of record shows Margaret Akhnoukh)	<del>VACANT LAND</del>	
<del>3128-541-11</del>	<del>AKHNOUKH MARGARET/ABDELMESSIH-</del> <del>MENAS</del>	<del>VACANT LAND</del>	
3128-561-06	HUANG SAM 2-21-96/SONG LEGACY GIFT	VACANT LAND	ACCESS RIGHT PUE
3128-561-01	KWAN 5 & 19/KWAN 08 & HUANG- KHALEELI 7 (Owner of record shows Mee Song, Song Legacy Gift Trust)	VACANT LAND	ACCESS RIGHTS PUE
<del>3128-281-04</del>	<del>TANNER FRANK/SONJA 05 &amp; 10</del>	<del>VACANT LAND</del>	
<del>3128-281-03</del>	<del>YACOBUCCI VICTOR J SEP PROP 9 &amp; 12</del>	<del>VACANT LAND</del>	
3128-531-12	WOOLSEY ROY B JR & LOUISE J	VACANT LAND	PARTIAL
3128-241-12	DIPONIO JOHN & RITA M	VACANT LAND	PARTIAL
3128-241-13	DIPONIO JOHN & RITA M	VACANT LAND	ACCESS RIGHTS
3128-241-08	CITY OF LOS ANGELES	MISCELLANEOU S	ACCESS RIGHTS
3128-241-04	DIPONIO JOHN & RITA M	VACANT LAND	ACCESS RIGHTS
3128-231-07	M & M ROSHAN FAMILY CHILDRENS6-2	VACANT LAND	ACCESS RIGHTS
3128-231-06	MEHDI MOSTAEDI	VACANT LAND	FEE ACCESS RIGHTS
3128-231-05	STORAGE DIRECT PARTNERS III LLC	INDUSTRIAL	ACCESS RIGHTS
3128-231-04	HAN MOON SUK & N HEE	VACANT LAND	PARTIAL
3128-221-05	ADELANTO PYRAMID III	VACANT LAND	ACCESS RIGHTS

Attachment: US 395 (8210 : Updated List of Right-of-Way Properties)

**US 395 Project Parcel Listing**  
**Approved**  
**Board of Directors**  
**March 2, 2016**

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ASSESSOR PARCEL NUMBER (APN)	OWNER	LAND USE	ACQUISITION TYPE
<del>3128-221-23</del>	<del>CITY OF ADELANTO / HIGH DESERT- MAVERICKS BASEBALL TEAM</del>	<del>MISCELLANEOUS</del>	
<del>3128-221-13</del>	<del>DISSOLVED AGENCY (TE) &amp; ADELANTO (TE)</del>	<del>VACANT LAND</del>	
<del>3128-221-14</del>	<del>DISSOLVED AGENCY (TE) &amp; ADELANTO (TE)</del>	<del>VACANT LAND</del>	
3128-221-25	CITY OF ADELANTO	MISCELLANEOUS	ACCESS RIGHTS
3128-221-24	DISSOLVED AGENCY (TE) & ADELANTO (TE)	MISCELLANEOUS	ACCESS RIGHTS
0459-342-19	INTERMOUNTAIN POWER AGENCY	VACANT LAND	ACCESS RIGHTS
0459-342-05	MOON KRISTY/MOON JENNY	VACANT LAND	ACCESS RIGHTS
0459-342-03	ABADI ALEX	VACANT LAND	ACCESS RIGHTS
0459-342-11	MURTHORNE PROPERTIES INC	VACANT LAND	ACCESS RIGHTS
0459-352-11	KINGSFORD STREET INVESTORS LLC	VACANT LAND	ACCESS RIGHTS
0459-352-09	KINGSFORD STREET INVESTORS LLC	VACANT LAND	ACCESS RIGHTS
0459-352-03	KINGSFORD STREET INVESTORS LLC	VACANT LAND	ACCESS RIGHTS
0459-352-23	KINGSFORD STREET INVESTORS LLC	VACANT LAND	ACCESS RIGHTS
<del>0459-254-11</del>	<del>ABDELKARIM HAYTHAM</del>	<del>COMMERCIAL</del>	
0459-253-23	ROCK FOUNDATION	VACANT LAND	ACCESS RIGHTS
0459-253-22	RODRIGUEZ EVERARDO	RESIDENTIAL	ACCESS RIGHTS TCE
0459-253-21	RCN3 12 & 13/RCN3 07	RESIDENTIAL	ACCESS RIGHTS TCE
0459-253-20	MORRISON CINDY M	RESIDENTIAL	ACCESS RIGHTS
0459-141-03	GREAM MILLIARD A R & LAVONDA	VACANT LAND	ACCESS RIGHTS
0459-141-31	CAPRI MOBILE HOME PARK LLC	VACANT LAND	ACCESS RIGHTS
0459-141-26	MOBILE HOME PARK / multiple owners listed	COMMERCIAL	ACCESS RIGHTS
<del>3128-551-02</del>	<del>THE WANG FAMILY TRUST 2006, MEI- FANG WANG</del>	<del>VACANT LAND</del>	
<del>3128-551-04</del>	<del>MEI FANG WANG</del>	<del>VACANT LAND</del>	
<del>3128-541-10</del>	<del>THE WANG FAMILY TRUST 2006</del>	<del>VACANT LAND</del>	
3128-231-03	BALLPARK STORAGE LLC	INDUSTRIAL	ACCESS RIGHTS
3128-541-08	JONG PARK, JUNG PARK	VACANT LAND	ACCESS RIGHTS PUE
3128-241-11	JOHN DIPONIO, RITA DIPONIO	VACANT LAND	ACCESS RIGHTS
3135-351-01	CAROLINE KEY, JACKIE CHUNG	VACANT LAND	ACCESS RIGHTS
3135-351-02	VICTORVILLE HOLDINGS LLC	VACANT LAND	ACCESS RIGHTS
<del>3128-571-05</del>	<del>GREGORY BASIL BOOKASTA, BASIL- GREGORY BOOKASTA REVOCABLE TRUST</del>	<del>VACANT LAND</del>	

Attachment: US 395 (8210 : Updated List of Right-of-Way Properties)

**US 395 Project Parcel Listing**  
**Approved**  
**Board of Directors**  
**March 2, 2016**

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ASSESSOR PARCEL NUMBER (APN)	OWNER	LAND USE	ACQUISITION TYPE
<del>3128-571-06</del>	<del>GREGORY BASIL BOOKASTA, BASIL GREGORY BOOKASTA REVOCABLE TRUST</del>	<del>VACANT LAND</del>	
3128-571-01	KIMBAO INCORPORATED	VACANT LAND	ACCESS RIGHTS
<del>3128-571-02</del> <del>0459-342-08</del>	<del>DANIEL WEN PING YEH, IRENE YUN- CHING CITY OF LOS- ANGELES</del>	<del>VACANT LAND- MISCELLANEOUS</del>	
0459-342-15	CARMINE PAULICANO JR, VIVIA PAULICANO	VACANT LAND	ACCESS RIGHTS
0459-342-16	CARMINE PAULICANO JR, VIVIA PAULICANO	VACANT LAND	ACCESS RIGHTS
0459-342-17	CARMINE PAULICANO JR, VIVIA PAULICANO	VACANT LAND	ACCESS RIGHTS
0459-342-18	CARMINE PAULICANO JR, VIVIA PAULICANO	VACANT LAND	ACCESS RIGHTS
<del>0459-342-21</del>	<del>ASSETTS CORP OF AMERICA INC</del>	<del>VACANT LAND</del>	
<del>0459-342-22</del>	<del>ASSETTS CORP OF AMERICA INC</del>	<del>VACANT LAND</del>	
<del>0459-342-23</del>	<del>ASSETTS CORP OF AMERICA INC</del>	<del>VACANT LAND</del>	
<del>0459-342-24</del>	<del>ASSETTS CORP OF AMERICA INC</del>	<del>VACANT LAND</del>	
<del>0459-222-02</del>	<del>LEIGH INVESTMENTS LLC</del>	<del>RESIDENTIAL</del>	
<del>0459-222-03</del>	<del>MILORAD PETROVIC, SANDRA MILORAD</del>	<del>COMMERCIAL</del>	
<del>0459-222-04</del>	<del>KANTABA HOSPITALITY LLC</del>	<del>COMMERCIAL</del>	
0459-182-25	ROMAN CATHOLIC BISHOP OF SAN BERNARDINO	MISCELLANEOUS	TCE
<del>0459-182-02</del>	<del>SUCCESSOR AGENCY /DISSOLVED</del>	<del>MISCELLANEOUS</del>	
<del>0459-182-18</del>	<del>CITY OF ADELANTO</del>	<del>VACANT LAND</del>	
<del>0459-182-23</del>	<del>SUCCESSOR AGENCY/DISSOLVED</del>	<del>VACANT LAND</del>	
0459-182-27	CITY OF ADELANTO	VACANT LAND	ACCESS RIGHTS
0459-182-28	CITY OF ADELANTO	VACANT LAND	ACCESS RIGHTS

Notes: Stricken properties were deemed unnecessary and bolded properties were added.

TCE- Temporary Construction Easement

PUE- Public Utility Easement

UE- Utility Easement

Partial- Partial Acquisition

Attachment: US 395 (8210 : Updated List of Right-of-Way Properties)



**I-10 Corridor Contract 1 Project Parcel Listing**  
**Approved**  
**Board of Directors**  
**July 12, 2017**

ASSESSOR PARCEL NUMBER (APN)	OWNER	LAND USE	ACQUISITION TYPE
0108-381-23	MANEK HOLDINGS, LLC	RESTAURANT	PARTIAL
0108-381-30	MISTY LAKE PROPERTIES LP	RETAIL SALES	EASEMENT
0108-381-32	REGENCY INN ONTARIO, LLC	DAYS INN HOTEL	EASEMENT
0108-382-07	KSKB HOLDINGS LLC	MOBILE HOME PARK	PARTIAL
0108-501-43	CUBE SMART LP	COMMERCIAL	EASEMENT
0108-501-46	W & W ONTARIO PARTNERS LLC	AUTOMOTIVE USES	PARTIAL
0110-144-63	ML-CASA III LP	MULTI-FAMILY RESIDENTIAL	PARTIAL
0110-144-68	AMBERWOOD VILLAGE	MULTI FAMILY RESIDENTIAL	EASEMENT
0110-172-03	CITY OF ONTARIO	FIRE DEPARTMENT	PARTIAL
0110-172-09	DE BERARD CHARLES & HELEN TR 6-21- 8	7 ELEVEN / GAS STATION	PARTIAL
0110-172-10	HP LODGING LLC	MOTEL 6	PARTIAL
0110-181-19	1600 E 4TH STREET LLC	PARKING LOT	PARTIAL
0110-191-33	DS HOTEL INVESTMENTS INC	HOTEL	PARTIAL
0110-191-43	ML CASA III LP	MULTI FAMILY RESIDENTIAL	EASEMENT
0110-202-22	GUEREQUE NORMA A	RESIDENTIAL	PARTIAL
0110-202-23	AGUIRRE NICOLAS & IRMA R	RESIDENTIAL	PARTIAL
0110-202-24	PADILLA JOSE A SALVADOR JUANITA	RESIDENTIAL	EASEMENT
0110-202-46	SALEHRABI SHAY S	VACANT	EASEMENT
0110-311-52	CRAIG DEVELOPMENT CORP	VACANT	PARTIAL
0110-311-53	CRAIG DEVELOPMENT CORP	VACANT	PARTIAL
0110-311-54	CRAIG DEVELOPMENT CORP	VACANT	PARTIAL
<b>0110-311-55</b>	<b>CRAIG DEVELOPMENT CORP</b>	<b>VACANT</b>	<b>PARTIAL</b>
0110-321-12	PADASH INC	COMMERCIAL	EASEMENT
0110-321-70	CRAIG DEVELOPMENT CORP	VACANT	PARTIAL
0110-321-71	CRAIG DEVELOPMENT CORP	VACANT	PARTIAL
0110-321-72	CRAIG DEVELOPMENT CORP	VACANT	PARTIAL
<b>0110-321-78</b>	<b>CRAIG DEVELOPMENT CORP</b>	<b>VACANT</b>	<b>PARTIAL</b>
0110-311-55	CRAIG DEVELOPMENT CORP	VACANT	PARTIAL
0110-351-08	MARTINEZ JUAN	RESIDENTIAL	PARTIAL
0110-375-01	PINEDA JOSE MOLINA	RESIDENTIAL	EASEMENT
0110-375-02	FOREMAN KENNETH W SR & ERICA L	RESIDENTIAL	EASEMENT
0110-375-03	CAMPBELL DANIEL & COREY	RESIDENTIAL	EASEMENT
0110-375-04	HERNANDEZ EDHY I	RESIDENTIAL	EASEMENT
0110-375-05	COURSEY WALTER L & CHERYL L	RESIDENTIAL	EASEMENT
0110-375-06	SANTANA CARLOS H	RESIDENTIAL	EASEMENT
0110-375-07	GODINEZ LEONEL GODINEZ ELIDA	RESIDENTIAL	EASEMENT
0110-375-08	MALDONADO JORGE	RESIDENTIAL	EASEMENT

Attachment: I-10 Corridor Properties (8210 : Updated List of Right-of-Way Properties)

**I-10 Corridor Contract 1 Project Parcel Listing  
Approved  
Board of Directors  
July 12, 2017**

ASSESSOR PARCEL NUMBER (APN)	OWNER	LAND USE	ACQUISITION TYPE
0110-375-09	SWEIDAN GREGORY B & MARIA	RESIDENTIAL	EASEMENT
0110-375-10	GUTIERREZ GABRIEL GUTIERREZ ORALI	RESIDENTIAL	EASEMENT
0110-375-11	CUEVA DEANN & JUAN	RESIDENTIAL	EASEMENT
0110-375-12	CULWELL DONALD L SR AND IRENE	RESIDENTIAL	EASEMENT
0110-381-01	CAMBIO FAMILY TRUST 1/24/97	RESIDENTIAL	EASEMENT
0110-381-02	THOMAS KADER R	RESIDENTIAL	EASEMENT
0110-381-03	CHEN WEN TU & AMANDA YU FANG	RESIDENTIAL	EASEMENT
0110-422-01	CORTEZ EFRAIN	RESIDENTIAL	PARTIAL
0110-422-02	PEDROZA SERGIO & RAQUEL	RESIDENTIAL	PARTIAL
0110-422-03	TORRES ARMANDO & MARIA ARMEN	RESIDENTIAL	PARTIAL
0110-422-04	CRINER JAMES CHARLES	RESIDENTIAL	PARTIAL
0110-422-05	DAGOBERTO PINEDA	RESIDENTIAL	PARTIAL
0110-422-06	ALCALA GUADALUPE & CARMEN	RESIDENTIAL	EASEMENT
0110-422-07	CORTEZ RAMOS JOSE M ESQUIVEL UILLERMINA	RESIDENTIAL	EASEMENT
0110-422-08	TAMAYO MARIA M TAMAYO ONATHON	RESIDENTIAL	PARTIAL
0110-422-09	GARCIA JESUS	RESIDENTIAL	PARTIAL
0110-422-10	HERNANDEZ SALVADOR HERNANDEZ ALBERTO	RESIDENTIAL	PARTIAL
0110-422-11	JUANMOLINA TR	RESIDENTIAL	PARTIAL
0110-422-12	CEJA JANET	RESIDENTIAL	PARTIAL
0110-422-13	PURDY MARGARET E TR	RESIDENTIAL	PARTIAL
0110-422-14	LUCAS JUAN T CARRIZALES LORIA RODRIGUE	RESIDENTIAL	PARTIAL
0110-422-15	STANSBURY JOHN JR & BRENDA	RESIDENTIAL	PARTIAL
0110-422-16	MARTINEZ MARICELA	RESIDENTIAL	PARTIAL
0110-422-17	PEASE STEVEN D & CHRISTINA D	RESIDENTIAL	PARTIAL
0110-422-18	GONZALES GILBERT M & ROSA L FAM TRU	RESIDENTIAL	EASEMENT
0110-422-19	ELIZONDO FRANCISCA	RESIDENTIAL	EASEMENT
0110-422-20	FERRERI GARY S	RESIDENTIAL	EASEMENT
0110-422-21	FLORES GONZALO ANDRADE HERNANDEZ LAURA	RESIDENTIAL	PARTIAL
0110-422-22	JOSE FRANCISCO AGUILAR	RESIDENTIAL	PARTIAL
0110-422-23	AVILA JOSE ISABEL	RESIDENTIAL	PARTIAL
0110-422-24	ALLENDE MIGUEL & JUANA (SP-IGUEL)	RESIDENTIAL	PARTIAL
0110-422-25	VEGA OCTAVIO S & ROSA P	RESIDENTIAL	PARTIAL
0210-191-13	SEDONA COURT ADJACENT LLC	PARKING LOT	EASEMENT

Attachment: I-10 Corridor Properties (8210 : Updated List of Right-of-Way Properties)

**I-10 Corridor Contract 1 Project Parcel Listing**  
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**Board of Directors**  
**July 12, 2017**

ASSESSOR PARCEL NUMBER (APN)	OWNER	LAND USE	ACQUISITION TYPE
0210-191-15	AP-TRANSPARK LLC	OFFICE	EASEMENT
0210-191-16	REXFORD INDUSTRIAL REALTY, LP	COMMERCIAL	EASEMENT
0210-192-21	ONTARIO AIRPORT BUSINESS CENTER	PARKING LOT	EASEMENT
0210-192-22	ONTARIO AIRPORT BUSINESS CENTER	VACANT	PARTIAL
0210-192-23	ONTARIO AIRPORT BUSINESS CENTER	VACANT	PARTIAL
0210-192-24	ONTARIO AIRPORT BUSINESS CENTER	VACANT	PARTIAL
0210-193-20	SOUTHWEST REGIONAL COUNCIL OF CARPEN	SCHOOL/PARK	EASEMENT
0210-211-50	PLAZA CONTINENTAL GROUP, LLC	PARKING LOT	PARTIAL
0210-212-20	HEARTHSTONE PROPERTIES POMONA	INDUSTRIAL	PARTIAL
0210-212-28	LARO PROPERTIES LP	COMMERCIAL	EASEMENT
0210-212-29	CITIZENS BUSINESS BANK	PARKING LOT	PARTIAL
0210-212-30	CITIZENS BUSINESS BANK	OFFICE	PARTIAL
0210-212-31	CITIZENS BUSINESS BANK	PARKING LOT	PARTIAL
0210-212-32	501 PONDEROSA LLC	INDUSTRIAL	PARTIAL
0210-212-47	LBA RV-COMPANY, LLC	INDUSTRIAL	EASEMENT
0210-212-55	ONTARIO REAL PROPERTY HOLDINGS LLC	CAR DEALERSHIP	PARTIAL
0210-212-60	PRIME A INVESTMENTS LLC	VACANT	PARTIAL
0210-551-01	CARVANA	VACANT	PARTIAL
0210-551-09	DLR HOLDINGS 4 LLC	OFFICE	PARTIAL
0210-551-12	CENTRELAKE HOSPITALITY INC	HOTEL	PARTIAL
0210-551-13	OSAKA-PANDA ONTARIO LTD	RESTAURANT	PARTIAL
0210-551-14	CHAMPANA DEVELOPMENT GROUP	OFFICE	PARTIAL
0210-551-16	W E ONTARIO LLC	RESTAURANT	PARTIAL
0238-041-30	ZELMAN ONTARIO LLC	SHOPPING CENTER	EASEMENT
0238-051-39	PANCAL ONTARIO PHASE TWO-255 LC	COMMERCIAL	PARTIAL
0238-051-40	PANCAL ONTARIO PHASE TWO-255 LLC	COMMERCIAL	EASEMENT
1008-181-07	5060 MONTCLAIR PLAZA LANE HOLDINGS L	SHOPPING CENTER	PARTIAL
1008-191-01	5060 MONTCLAIR PLAZA LANE HOLDINGS L	SHOPPING CENTER	EASEMENT
1008-191-04	5060 MONTCLAIR PLAZA LANE HOLDINGS L	SHOPPING CENTER	PARTIAL
1008-191-05	CITY OF MONTCLAIR	CHANNEL	EASEMENT
1008-201-01	MORENO STREET PROP LLC	RETAIL SALES	PARTIAL

**Attachment: I-10 Corridor Properties (8210 : Updated List of Right-of-Way Properties)**

**I-10 Corridor Contract 1 Project Parcel Listing**  
**Approved**  
**Board of Directors**  
**July 12, 2017**

ASSESSOR PARCEL NUMBER (APN)	OWNER	LAND USE	ACQUISITION TYPE
1008-201-20	BLANCHE CAHVIN FAMILY LTD PARTNERSHIP	RETAIL SALES	PARTIAL
1008-201-22	MONTCLAIR PLAZA PARTNERS, LLC	SHOPPING CENTER	PARTIAL
1008-211-05	CANBEMORE, LLC	INDUSTRIAL	PARTIAL
1008-211-06	MORENO ST LLC	RETAIL (PEGASSUS HOBBIES)	PARTIAL
1008-211-04	BBNE INVESTMENTS MONTCLAIR, LLC	GIANT RV	PARTIAL
1008-211-07	BBNE INVESTMENTS MONTCLAIR, LLC	GIANT RV	PARTIAL
1008-231-08	DEJAGER FAMILY TRUST 12/8/00	COMMERCIAL	EASEMENT
1008-231-21	MKP HOSPITALITY INC	HOTEL	EASEMENT
1008-242-07	CT RETAIL PROPERTIES FINANCE II C	SHOPPING CENTER	PARTIAL
1008-261-10	WITT VIRGINIA R WITT DARWIN E	RESIDENTIAL	EASEMENT
1008-261-45	CHURCH OF CHRIST INLAND VALLEY INC	CHURCH	PARTIAL
1008-272-08	MOUNTAIN SIXTH ASSOCIATES LLC	SHOPPING CENTER	PARTIAL
1008-283-31	BERNAL ARMANDO & MARIA R	RESIDENTIAL	EASEMENT
1008-283-32	MARTIN, BENEDICTO & RUBY T	RESIDENTIAL	EASEMENT
1008-301-25	OBREGON FRANCISCO A & ROSA A	RESIDENTIAL	EASEMENT
1008-301-26	COVERT FAMILY LIVING TRUST (09/03/02)	RESIDENTIAL	FULL
1008-301-27	SBCTA-OWNED	RESIDENTIAL	FULL
1008-301-28	KENNON SHARON	RESIDENTIAL	PARTIAL
1008-301-34	RYNEER JAMES	RESIDENTIAL	PARTIAL
1008-301-35	SBCTA-OWNED	RESIDENTIAL	FULL
1008-311-01	MAKI DONALD	RESIDENTIAL	FULL
1008-311-04	MALETTO ANNETTE R	RESIDENTIAL	PARTIAL
1008-311-05	GABRIEL ALEJANDRE & KAREN	RESIDENTIAL	PARTIAL
1008-311-06	CITY OF MONTCLAIR	MARARTHUR PARK PARK/PARKING	PARTIAL
1008-311-16	PENIEL CHURCH	CHURCH	PARTIAL
1008-311-17	CITY OF MONTCLAIR	MARARTHUR PARK	PARTIAL
1008-311-18	CITY OF MONTCLAIR	MARARTHUR PARK	PARTIAL
1008-311-19	COX COMMUNICATIONS PCS LP	MARARTHUR PARK	PARTIAL
1008-331-07	FORMOSA RENTALS LLC	RESTAURANT	PARTIAL
1008-331-08	9645 ASAHI LLC	RESTAURANT	EASEMENT
1008-331-16	PACIFIC MONTE VISTA, LP	PARKING LOT	PARTIAL
1008-341-08	PACIFIC MONTE VISTA, LP	PARKING LOT	PARTIAL

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**I-10 Corridor Contract 1 Project Parcel Listing**  
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**July 12, 2017**

ASSESSOR PARCEL	OWNER	LAND USE	ACQUISITION
1008-332-03	CITY OF MONTCLAIR	FREEDOM PLAZA	PARTIAL
1008-332-04	PRESS ON PROPERTIES, LLC/ONTARIO NISSAN INC	CAR DEALERSHIP	PARTIAL
1008-341-04	A & R MANAGEMENT AND DEV CO NO 3	RETAIL SALES	PARTIAL
1008-344-06	PRESS ON PROPERTIES, LLC/ONTARIO NISSAN INC	COMMERCIAL	TCE FEE
<b>1008-344-07</b>	<b>PRESS ON PROPERTIES, LLC/ONTARIO NISSAN INC</b>	<b>COMMERCIAL</b>	<b>TCE FEE</b>
1008-351-07	A & R MANAGEMENT AND DEV CO NO 3 LP BLACK STANLEY & JOYCE FAM	RETAIL SALES	EASEMENT
1008-651-15	PEACEMAKERS INTERNATIONAL; AGAPE RENEWAL MINISTRY	OFFICE	PARTIAL
1009-142-01	MONTE VISTA COUNTY WATER DISTRICT	MVWD UTILITY BUILDING	PARTIAL
1009-144-43	THE ANDEN GROUP	MULTI FAMILY RESIDENTIAL	PARTIAL
1009-153-58	CITY OF MONTCLAIR	LANDSCAPE SW QUAD	PARTIAL
1009-153-60	CITY OF MONTCLAIR	NO SITUS	EASEMENT
1047-172-02	916 DEODAR STREET LLC	MULTI FAMILY RESIDENTIAL	EASEMENT
1047-172-03	SPANGLER, JEFFREY & DENISE FAM TR 9	RESIDENTIAL	EASEMENT
1047-172-13	BNL LAND, LLC	RESIDENTIAL	EASEMENT
1047-172-15	BNL LAND, LLC	RESIDENTIAL	EASEMENT
1047-172-17	T & S ALLIED INVESTMENTS/ TZYH-DER	RESIDENTIAL	EASEMENT
1047-172-19	WALLACE KIRK & ELENA	RESIDENTIAL	EASEMENT
1047-192-61	HEMPHILL LEWIS E TR BIGGS CYNTHIA L TR	COMMERCIAL	EASEMENT
1047-202-01	REED DENISE R	RESIDENTIAL	EASEMENT
1047-202-16	MALDONADO LUIS M & BEATRIZ A	RESIDENTIAL	EASEMENT
1047-202-17	THANH VIET LA PHAM GIANG MINH T	RESIDENTIAL	EASEMENT
1047-202-18	FLORES ANTONIO & BLANCA	RESIDENTIAL	EASEMENT
1047-211-01	MULLIS CHESTER JR & MARY E	RESIDENTIAL	EASEMENT
1047-211-02	RUVALCABA MANUEL & HERMINIA	RESIDENTIAL	EASEMENT
1047-211-06	OPRAC	MEDICAL	EASEMENT
1047-221-28	HERNANDEZ IRENE	RESIDENTIAL	EASEMENT
1047-221-47	WU, ROBERT	MULTI FAMiy RESIDENTIAL	EASEMENT
1047-221-48	CITY OF UPLAND	UTILITY	EASEMENT
1047-231-02	PARYS HOLDINGS LLC	MEDICAL/DENTAL LABS	EASEMENT

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**I-10 Corridor Contract 1 Project Parcel Listing**  
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**Board of Directors**  
**July 12, 2017**

1047-231-05	WSSC MANAGEMENT, LLC	MEDICAL/PHARMACY	EASEMENT
1047-243-10	BUSH, MICHAEL & SUSAN	RESIDENTIAL	PARTIAL
<del>1047-243-11</del>	<del>STEVENSON BILLIE L &amp; DONNA C</del>	<del>RESIDENTIAL</del>	<del>EASEMENT</del>
<b>ASSESSOR PARCEL NUMBER (APN)</b>	<b>OWNER</b>	<b>LAND USE</b>	<b>ACQUISITION TYPE</b>
<del>1047-252-01</del>	<del>PEREZ, JOSE CARLOS</del>	<del>RESIDENTIAL</del>	<del>EASEMENT</del>
1047-252-02	RAMOS, JEANETTE R; FIERRO, MARISA N	RESIDENTIAL	EASEMENT
1047-252-03	DELGADO JOAQUIN B & CECILIA	RESIDENTIAL	EASEMENT
1047-252-04	RAMOS GILBERT R & EVANGELINA	RESIDENTIAL	EASEMENT
1047-252-05	CAVALLO DONALD A	RESIDENTIAL	EASEMENT
1047-252-08	PALICKI FAMILY TRUST 7/8/14	RESIDENTIAL	EASEMENT
1047-252-10	ESPINOSA ERASMO JR & MARY L	RESIDENTIAL	EASEMENT
1047-252-11	ALVIN WILSON BROWN	RESIDENTIAL	EASEMENT
1047-252-12	LEE TIMOTHY RANDALL DAVID & STACI A	RESIDENTIAL	EASEMENT
1047-252-13	MATULIONIS MARGIS & KATHLEEN	RESIDENTIAL	EASEMENT
1047-252-18	CEJA MARY A	RESIDENTIAL	EASEMENT
1047-252-19	HOLMES GLENN R & MARY JANE	RESIDENTIAL	EASEMENT
1047-252-20	PRATT MARY A FAMILY PROVISIONS TR	RESIDENTIAL	EASEMENT
1047-252-21	HALL CHRISTENSEN MARLYS G	RESIDENTIAL	EASEMENT
1047-252-30	MCBRIDE BRIAN T & LINDA J	RESIDENTIAL	EASEMENT
1047-252-31	SHIRELY ESTELLE	RESIDENTIAL	EASEMENT
1047-262-11	EPPS MARY E	RESIDENTIAL	EASEMENT
1047-262-12	MUKHTI INVESTMENT GROUP LLC	RESIDENTIAL	EASEMENT
<b>1047-262-26</b>	<b>THE STEWART GROUP</b>	<b>COMMERCIAL</b>	<b>EASEMENT</b>
1047-262-27	STEWART GROUP LLC THE	PARKING LOT	EASEMENT
<del>1047-272-02</del>	<del>ADAMS JASON M &amp; MONICA</del>	<del>RESIDENTIAL</del>	<del>EASEMENT</del>
1047-272-03	KOKUGA RONALD H & KAREN A	RESIDENTIAL	EASEMENT
1047-272-04	SOTELO NORBERTO & LISA	RESIDENTIAL	EASEMENT
1047-272-05	HAYLER DANIEL & LETICIA	RESIDENTIAL	EASEMENT
1047-281-07	HERRERA ISIDRO R & IRENE F	RESIDENTIAL	EASEMENT
1047-281-08	HERRERA ANTONIO JR	RESIDENTIAL	EASEMENT
1047-281-22	GONZALEZ, JOE H	RESIDENTIAL	EASEMENT
1047-281-23	OSBORN MARVIN & SANDRA FRAMILY TRU	RESIDENTIAL	EASEMENT
<b>ASSESSOR PARCEL NUMBER (APN)</b>	<b>OWNER</b>	<b>LAND USE</b>	<b>ACQUISITION TYPE</b>

Attachment: I-10 Corridor Properties (8210 : Updated List of Right-of-Way Properties)

**I-10 Corridor Contract 1 Project Parcel Listing**  
**Approved**  
**Board of Directors**  
**July 12, 2017**

1047-281-37	COPELAND CAROLE J LIVING TRUST – ES	RESIDENTIAL	EASEMENT
1047-281-38	ARVIZO TILLIE IRREVOACABLE TR	RESIDENTIAL	EASEMENT
1047-281-54	BANG, MICHAEL	RESIDENTIAL	EASEMENT
1047-281-55	JONES CHARLES & SANDY	RESIDENTIAL	EASEMENT
1047-281-56	CADENA MICHAEL A JR & BERENICE	RESIDENTIAL	EASEMENT
1047-281-57	REYES DAVID J & ROSITA	RESIDENTIAL	EASEMENT
1047-281-58	JOHN REYES AND ELIZABETH T.	RESIDENTIAL	EASEMENT
1047-292-10	L2 GROUP LLC	RESIDENTIAL	EASEMENT
1047-293-01	CHILDERS BEVERLY TRUST 10/10/12	RESIDENTIAL	EASEMENT
1047-294-01	NEVILLE JON PAUL & GAYLEAN	RESIDENTIAL	EASEMENT
1047-294-02	ESPEJEL LUIS & ANGELES	RESIDENTIAL	EASEMENT
1047-294-03	ANDRADE ALBERT A & SHEILA M	RESIDENTIAL	EASEMENT
1047-294-04	POULTON JIM & SHARON REV TR 11/11/0	RESIDENTIAL	EASEMENT
1047-294-15	HOTALING NICHOLE C BECERRA ALBERT	RESIDENTIAL	EASEMENT
1047-294-16	COGNET GUY BECERRA MARYLN VELAZ	RESIDENTIAL	EASEMENT
1047-393-15	SANCHEZ REBECCA A	RESIDENTIAL	EASEMENT
1047-393-16	BAEZ JOSE A CERVANTES-BAEZ NORMA	RESIDENTIAL	EASEMENT
1047-394-01	CORRALES M JONAVI	RESIDENTIAL	EASEMENT
1047-394-02	PIRRO, WILLIAM F. III & SANDOVAL,	RESIDENTIAL	EASEMENT
1047-394-03	BRADSHAW FAMILY TRUST 7-20-00	RESIDENTIAL	EASEMENT
1047-394-24	OJEDA MARIO	RESIDENTIAL	EASEMENT
1047-394-25	RUIZ IRENE	RESIDENTIAL	EASEMENT
1047-394-26	FLORES JUAN A FLORES BLANCA E	RESIDENTIAL	EASEMENT
1047-424-01	PEREZ 2003 FAMILY TRUST	RESIDENTIAL	FULL
1047-424-02	CHEN, LI JUN; CHEN, WEN BIN	RESIDENTIAL	EASEMENT
1047-424-03	PHAM, TRAC NGOC	VACANT	EASEMENT
1047-424-04	SAN ANTONIO WATER CO	WELL/WATER	EASEMENT
1047-424-05	LIMON LAMERTO & MIRNA	RESIDENTIAL	EASEMENT
1047-424-06	MEDINA RICARDO & MARIA D	RESIDENTIAL	EASEMENT
1047-424-61	EUCLID GARDEN PARTNERSHIP	MULTI FAMILY RESIDENTIAL	EASEMENT
1047-431-34	ARAIN, MOHAMMAD HASSA SEP PROP FAM TR	MULTI FAMILY RESIDENTIAL	EASEMENT

**Attachment: I-10 Corridor Properties (8210 : Updated List of Right-of-Way Properties)**

**I-10 Corridor Contract 1 Project Parcel Listing**  
**Approved**  
**Board of Directors**  
**July 12, 2017**

1047-443-01	ZHU HUILI	VACANT / WEST CUCAMONGA CHANNEL	EASEMENT
1008-331-06	CRYSTAL RIDGE INVESTMENT	COMMERCIAL	PSE PUE TCE
ASSESSOR PARCEL NUMBER (APN)	OWNER	LAND USE	ACQUISITION TYPE
1047-242-13	CITY OF ONTARIO	PUBLIC	PSE
1047-242-14	CITY OF ONTARIO	PUBLIC	PSE
1047-242-15	CITY OF ONTARIO	PUBLIC	PSE
1047-242-16	CITY OF ONTARIO	PUBLIC	PSE
1047-242-17	CITY OF ONTARIO	PUBLIC	PSE
1047-242-18	CITY OF ONTARIO	PUBLIC	PSE
1047-242-19	CITY OF ONTARIO	PUBLIC	PSE
1047-262-10	LARRY AND LETICIA SCHROEDER	RESIDENTIAL	PSE
1047-411-14	MACIAS, ANA	RESIDENTIAL	PSE PUE TCCE
1047-411-30	GONZALEZ, MARIA DE JESUS	RESIDENTIAL	PSE PUE TCE
1008-201-19	CHAVIN FAMILY PARTNERSHIP	COMMERCIAL	PSE TCE
1008-371-19	GERSHMAN PROPERTIES/ LMW INVESTMENTS, ET AL	COMMERCIAL	PSE PUE TCE
1009-145-92	CITY OF MONTCLAIR	PUBLIC	FEE
1008-651-09	WU, XIAO BING; 2016 XIAO BING WU REVOCABLE TRUST	COMMERCIAL	PSE TCE
0110-321-12	DWAA P PETROLEUM PROPERTY, LLC <i>(Please Note: This item was included in the July 20 Board item; however, was not included in the Initial E-76)</i>	COMMERCIAL	FEE PUE TCE
0110-321-79	ONTARIO CAPITAL PARTNERS, LLC	VACANT	TCE
0210-192-18	SW ONTARIO, LLC	COMMERCIAL	TCE
0210-192-19	SW ONTARIO, LLC	COMMERCIAL	TCE
0210-192-20	SW ONTARIO, LLC	COMMERCIAL	TCE
0210-193-29 (prev 0210-193-16)	ADMINSURE <i>(Please Note: Due to work on this property, Admsure is added back to the list).</i>	COMMERCIAL	FEE EASEMENT

Notes: Stricken properties were deemed unnecessary and bolded properties were added.

TCE- Temporary Construction Easement

PUE-Permanent Utility Easement

PSE- Permanent Subsurface Easement

Partial- Partial Acquisition

Full- Full Acquisition

Attachment: I-10 Corridor Properties (8210 : Updated List of Right-of-Way Properties)



**I-215 University Parkway Project Parcel Listing**  
**Approved**  
**Board of Directors**  
**March 4, 2020**

<b>ASSESSOR PARCEL NUMBER (APN)</b>	<b>OWNER</b>	<b>LAND USE</b>	<b>ACQUISITION TYPE</b>
0266-072-33	KAYMAZ, JIMMI	COMMERCIAL	TCE, ACCESS CONTROL
0266-072-32	CHOI, JUNGHWAN AND ELAINE	COMMERCIAL	TCE, ACCESS CONTROL
0266-591-08	SAN BERNARDINO SCOTTISH RITE	COMMERCIAL	TCE, ACCESS CONTROL
<b>0266-561-23</b>	<b>G&amp;M GAPCO LLC</b>	<b>COMMERCIAL</b>	<b>ACCESS CONTROL</b>
<b>0266-561-03</b>	<b>G6 HOSPITALITY PROPERTY LLC</b>	<b>COMMERCIAL</b>	<b>ACCESS CONTROL</b>
<b>DDA07219-01-01</b>	<b>CALTRANS PROPERTY</b>	<b>COMMERCIAL</b>	<b>FEE ACQUISITION</b>

Notes: Stricken properties were later deemed unnecessary and bolded properties were added.

TCE- Temporary Construction Easement

# **Mt. Vernon Viaduct Project Parcel Listing**

**Approved  
Board of Directors  
January 9, 2019**

<b>ASSESSOR PARCEL NUMBER (APN)</b>	<b>OWNER</b>	<b>LAND USE</b>	<b>ACQUISITION TYPE</b>
0138-174-01	FRANCISCO & ROSA LANDEROS	RESIDENTIAL	FULL
0138-174-02	JOSEPH LOPEZ	RESIDENTIAL	FULL
0138-174-05	ALBA RECINOS	RESIDENTIAL	FULL
0138-174-06	STEVEN & JULIANNE TORRIJOS	RESIDENTIAL	FULL
0138-174-07	ROBERT & MARILYN ALCANTAR	RESIDENTIAL	FULL
0138-174-08	VIVIAN TRAN	RESIDENTIAL	FULL
0138-174-11	SERGIO LOPEZ	RESIDENTIAL	FULL
0138-174-12	LUPE BECERRA & LUISA VARGAS	RESIDENTIAL	FULL
0138-174-18	ANTONIO & MARIA OCHOA	RESIDENTIAL	FULL
0138-174-20	CHRISTINE LEVARIO	RESIDENTIAL	FULL
0138-174-19	CHRISTINE LEVARIO	INDUSTRIAL	FULL
0138-174-24	MP OPPORTUNITY PARTNERS I LYC	RESIDENTIAL	FULL
0138-174-25	MARIA TORO	INDUSTRIAL	FULL
0138-174-26	JUAN CAMEY	RESIDENTIAL	FULL
0138-182-01	CHRISTOPHER MUNOZ	RESIDENTIAL	FULL
0138-182-02	LUIS SOLIS & CONSUELO DIAZ	RESIDENTIAL	FULL
0138-182-03	DESIDERIO & EULALIA TORRES	RESIDENTIAL	FULL
0138-182-04	ENRIQUE QUEZADA	RESIDENTIAL	FULL
0138-182-34	BENJAMIN GONZALES	RESIDENTIAL	FULL
0138-182-05	BENJAMIN GONZALES	INDUSTRIAL	FULL
0138-182-07	RAMON MONTECINO & REBECCA RODRIGUEZ	RESIDENTIAL	FULL
0138-182-08	RAMON MACIEL	RESIDENTIAL	FULL
0138-182-09	JUAN CHAVARIN	RESIDENTIAL	FULL
0138-182-10	ANA LOPEZ	INDUSTRIAL	FULL
0138-182-11	GUADALUPE LOPEZ	RESIDENTIAL	FULL
0138-182-12	ISIDRO LEDESMA	RESIDENTIAL	FULL
0138-182-13	VIJAY PHARAR	RESIDENTIAL	FULL
0138-182-35	AGAPITA & LEON ALVAREZ	RESIDENTIAL	FULL
0138-182-36	KINGSLEY MONTCALIR LP	RESIDENTIAL	FULL
0138-182-37	DAVID & TERESA NUNEZ	RESIDENTIAL	FULL
0138-182-38	RAUL TEJEDA	RESIDENTIAL	FULL
0138-174-22	NORA MENDOZA	RESIDENTIAL	FULL
0138-251-04	BANUELOS, NICOLAS	RESIDENTIAL	FULL
0138-251-05	ROMERO, RAMON	COMMERCIAL	FULL
0138-251-06	OBEZO, MARCO	RESIDENTIAL	FULL
0138-251-07	TORBINER, KENNETH & ASYA	RESIDENTIAL	FULL
0138-251-08	LABSVIR, ARNIA	COMMERCIAL	FULL
0138-251-09	LABSVIR, ARNIA	COMMERCIAL	FULL
0138-251-10	CORDOVA, ANDRIAN AND LAURA	RESIDENTIAL	TCE
0138-251-03	MAGANA, ARNOLDO	RESIDENTIAL	TCE
0138-191-01	OLMOS, JOSE M. & BERTHA	COMMERCIAL	PARTIAL
0138-181-25	DESAI, MAHESHKUMAR V & ANUP	COMMERCIAL	PARTIAL
0138-181-24	DESAI, MAHESHKUMAR V & ANUP	COMMERCIAL	PARTIAL

Attachment: Mount Vernon Viaduct (8210 : Updated List of Right-of-Way Properties)

**Mt. Vernon Viaduct Project Parcel Listing**  
**Approved**  
**Board of Directors**  
**January 9, 2019**

ASSESSOR PARCEL NUMBER (APN)	OWNER	LAND USE	ACQUISITION TYPE
0138-181-23	DESAI, MAHESHKUMAR V & ANUP	COMMERCIAL	PARTIAL
0138-181-22	DESAI, MAHESHKUMAR V & ANUP	COMMERCIAL	PARTIAL
<del>0138-181-46</del>	<del>BRIKEN HOLDINGS, INC.</del>	<del>COMMERCIAL</del>	<del>PARTIAL</del>
0138-182-19	JLM ENTERPRISE	COMMERCIAL	FULL
0138-182-20	JLM ENTERPRISE	COMMERCIAL	FULL
0138-182-21	JLM ENTERPRISE	COMMERCIAL	FULL
0138-211-01	AT&SF (BNSF)	AERIAL (PUBLIC FACILITY)	AERIAL
0138-221-06	AT&SF (BNSF)	AERIAL (PUBLIC FACILITY)	AERIAL
0138-283-40	GUZMAN, ARTURO	COMMERCIAL	PARTIAL
0138-283-16	HERNANDEZ, ERASMO	RESIDENTIAL	PARTIAL
0138-283-17	JFM TRUST	COMMERCIAL	PARTIAL
0138-283-18	JFM TRUST	COMMERCIAL	PARTIAL
<del>0138-283-13</del>	<del>YANEZ, MARTIN / RAMIREZ, RUBEN</del>	<del>RESIDENTIAL</del>	<del>TCE</del>
<del>0138-283-19</del>	<del>BOOKIE BOSS INC.</del>	<del>COMMERCIAL</del>	<del>PARTIAL</del>
0138-291-01	AGUINALDO, FERDINAND	COMMERCIAL	PARTIAL
<del>0138-291-18</del>	<del>LUISJUAN, FRANCIS</del>	<del>RESIDENTIAL</del>	<del>PARTIAL</del>
<del>0138-291-17</del>	<del>LI, BEI</del>	<del>RESIDENTIAL</del>	<del>PARTIAL</del>
<del>0138-291-16</del>	<del>GUTIERREZ, EDUARDO</del>	<del>RESIDENTIAL</del>	<del>PARTIAL</del>
0138-291-02	MERUELO, ALEX	COMMERCIAL	TCE
0138-291-03	MERUELO, ALEX	COMMERCIAL	TCE
0138-291-04	MERUELO, ALEX	COMMERCIAL	TCE
0138-291-05	MERUELO, ALEX	COMMERCIAL	TCE
0138-291-19	MERUELO, ALEX	COMMERCIAL	TCE
0138-291-01	CLEAR CHANNEL (VACANT LOT)	COMMERCIAL	PARTIAL
0138-182-21	OUTDOOR ADVERTISING (JFM PROP)	COMMERCIAL	FULL
<del>0138-181-26</del>	<del>Valdez, Loretta Yanez</del>	<del>RESIDENTIAL</del>	<del>TCE</del>

Notes: Stricken properties were later deemed unnecessary and bolded properties were added.

TCE- Temporary Construction Easement

Partial- Partial Acquisition

Full- Full Acquisition

Attachment: Mount Vernon Viaduct (8210 : Updated List of Right-of-Way Properties)

## *Minute Action*

### AGENDA ITEM: 11

**Date:** January 5, 2022

**Subject:**

Interstate 10 Corridor (Contract 1) Project Update

**Recommendation:**

Receive and file the Interstate 10 Corridor (Contract 1) Project Update.

**Background:**

In January 2021, the San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board) approved an overall Funding Plan (Plan) update for the Interstate 10 (I-10) Corridor (Contract 1) Project (Project). The Plan update did not increase nor decrease the overall cost of the Project, but required funding shifts in the amount of \$25.9 million in order to reconcile expenditures and savings. A revised Plan was developed to accommodate the funding shifts, and three agreements were amended for the purpose of implementation of the approved Plan. Overall, the cost increases were attributed to the right-of-way, both capital and support, and Construction Management provided by California Department of Transportation (Caltrans) and HNTB, Inc. The areas of cost decreases were in Program Management, Project Development, and Caltrans' support for preliminary engineering. In addition, due to the progress of the Project, the Design-Build contract contingency was reduced.

This year, SBCTA has only one funding shift to report.

**TABLE 1 – I-10 CORRIDOR (CONTRACT 1) PROJECT FUNDING PLAN**

	Original Budget	2021 Update	2022 Update	Increase/Decrease
Program Management	\$ 15,625,530	\$ 12,625,530	\$ 12,625,530	\$ -
Preliminary Engineering (PE) and Environmental	\$ 8,828,472	\$ 8,828,472	\$ 8,828,472	\$ -
Project Development	\$ 8,607,500	\$ 8,107,500	\$ 7,857,500	\$ (250,000)
Project Construction Management	\$ 51,994,950	\$ 61,294,950	\$ 61,294,950	\$ -
Project Construction Management Contingency	\$ 1,005,050	\$ 4,005,050	\$ 4,005,050	\$ -
Caltrans Support for PE	\$ 1,400,000	\$ 400,000	\$ 400,000	\$ -
Caltrans Support for ROW & DB Construction	\$ 17,900,000	\$ 21,000,000	\$ 21,000,000	\$ -
Design Build (DB) Contract	\$ 672,900,000	\$ 672,900,000	\$ 675,945,146	\$ 3,045,146 CCOs to date
Design Build Contingency & Supplemental Work	\$ 73,265,930	\$ 51,865,930	\$ 48,820,784	\$ (3,045,146) CCOs to date
Toll Service Provider with Contingency	\$ 20,405,596	\$ 20,405,596	\$ 20,405,596	\$ -
Right of Way (ROW) (Acquisition & Utility Relocation)	\$ 46,000,000	\$ 56,500,000	\$ 56,500,000	\$ -
Landscape Maintenance	\$ 4,200,000	\$ 4,200,000	\$ 4,200,000	\$ -
Financial Costs	\$ 6,964,000	\$ 6,964,000	\$ 7,214,000	\$ 250,000
<b>Total</b>	<b>\$ 929,097,028</b>	<b>\$ 929,097,028</b>	<b>\$ 929,097,028</b>	<b>\$ -</b>

Net zero change in programmed amount.

*Entity: San Bernardino County Transportation Authority*

In October 2020, the SBCTA Board approved a not-to-exceed amount of \$350,000 for the refinancing of the current \$225 million Transportation Infrastructure Finance and Innovation Act (TIFIA) loan with the United States Department of Transportation (USDOT), which was utilized to fund the Project. The actual cost was approximately \$280,000 and resulted in a \$53.4 million reduction to future interest payments when the interest rate was reduced from 2.93% to 2.17%. Because the actual costs can use some surplus of funds reserved for financial costs, only \$250,000 was shifted into this reserve. The other shift shown is simply a typical use of contingency funds to pay for contract change orders (CCOs). Overall, no new fund is needed. Therefore, this item is simply intended as a report.

The work performed this year has focused on the work items which widen the freeway along the northerly and southerly limits. This includes completion of the relocation of most utilities in conflict with the work, retaining walls, bridge replacements and widening. The construction activity is presently at a peak, accomplishing approximately \$20 million of work per month and anticipating \$350 million in work to be completed by the end of 2021. As of the end of November 2021, the work is performed by the following full-time individuals: 340 crafts personnel, 80 office staff, and 70 subcontractor employees from the design-builder. The support efforts are performed full-time by 27 Caltrans staff and 30 Project Construction Management staff, one Parsons employee, and one in-house SBCTA staff member.

In August 2021, the design-builder provided the following facts:

- Total employees from prime is 350 and from subcontractors is 267
- 213 or 34.5% of the workforce are residents of San Bernardino County
- Prime has 392 vendors of which 131 or 33% are from San Bernardino County

Other facts to-date include:

- 45 Utility Agreements fully executed
  - Dry Utility Relocations are 67% complete
  - Wet Utility Relocations are 19% complete
- 72,994 truckloads of materials hauled
  - Asphalt concrete, 12,266 truckloads
  - Demolished pavement, 4,399 truckloads
  - Demolished walls and abutments, 1,566 truckloads
  - Fill materials for structures, 10,278 truckloads
  - Base material for pavement, 14,176 truckloads
  - Concrete for pavement, 30,309 truckloads
- 85 miles of striping
- 106 miles of kral over 10 stages of the work
- 2 miles of drilled piles cumulatively
- 70 miles of conduit for lighting and electrical use
- 19 miles of drainage structures

Concurrently, with the construction, right-of-way acquisition has continued. The team determined that right-of-way rights were needed from 183 property owners, except for 11, all have come to agreement on terms of the transactions.

## Board of Directors Agenda Item

January 5, 2022

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In summary, at the end of 2021, status of the design-build contract will be that construction work will be approximately 50% complete and with the design work included, the total contract work will be 70% complete. The next year will be highly productive as well. The team will focus on completing all right-of-way acquisitions and the utility relocations. By the end of January 2022, all construction east of Haven Avenue will be completed and all outside widening work is scheduled to be completed in October 2022, when the work will shift to the median while finishing the remaining bridge widenings and replacements in preparation for opening express lanes to traffic in 2023.

***Financial Impact:***

This item is consistent with the Fiscal Year 2021/2022 Budget.

***Reviewed By:***

This item was received by the Board of Directors Metro Valley Study Session on December 9, 2021.

***Responsible Staff:***

Paula Beauchamp, Director of Project Delivery and Toll Operations

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Approved  
Board of Directors  
Date: January 5, 2022

Witnessed By:

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San Bernardino County Transportation Authority

## ***Minute Action***

### AGENDA ITEM: 12

***Date:*** January 5, 2022

***Subject:***

New California Highway Patrol Construction Zone Enhanced Enforcement Program Contract No. 22-1002734

***Recommendation:***

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

Approve the California Highway Patrol (CHP) Construction Zone Enhanced Enforcement Program (COZEEP) Contract No. 22-1002734 as to form and authorize the Executive Director, or his designee, to execute the contract upon receipt of the signed agreement from the CHP for a not-to-exceed amount of \$5,000,000, and a five (5) year duration.

***Background:***

Existing construction cooperative agreements with California Department of Transportation (Caltrans) require San Bernardino County Transportation Authority (SBCTA) to construct projects on the State Highway System in accordance with State and Federal requirements. Caltrans' Construction Manual specifically requires the use of the Construction Zone Enhanced Enforcement Program (COZEEP) for full freeway closures and on construction sites where two or more freeway lanes are temporarily closed to traffic. The manual also provides guidance for construction personnel to consider COZEEP services for closure of a single freeway lane, and nighttime closures of ramps and connectors. Having this new contract in place will replace the current COZEEP Contract No. 00-1000770, which was executed in 2012, and allows SBCTA to comply with State and Federal requirements and contract commitments. This contract is for a not-to-exceed amount of \$5,000,000, and a duration of five (5) years. Payments on this contract will only be for services rendered. It is intended to cover all SBCTA construction projects on the State Highway System in the County of San Bernardino, including but not limited to, the State Route (SR) 60/Central Avenue, Interstate 215 (I-215) Bi-County landscaping, SR 210 Mainline Lane Addition, Interstate 10 (I-10) University Parkway, I-10 Cedar Avenue, I-10 Alabama, I-10 Mount Vernon, US 395 Widening, and other future projects that may begin the construction phase in the next five (5) years. The current COZEEP Contract No. 00-1000770, will be terminated once this new Contract No. 22-1002734 becomes effective. To meet Caltrans' requirements, staff recommends Board approval of this item.

***Financial Impact:***

This item is consistent with the Fiscal Year 2021/2022 Budget.

***Reviewed By:***

This item was reviewed and recommended for approval (14-0-0) without a quorum of the Board present at the Board of Directors Metro Valley Study Session on December 9, 2021. SBCTA General Counsel and Risk Manager have reviewed this item and the draft contract. Staff informed the Board members of the following update: On December 7, 2021, a CHP representative notified SBCTA staff that a five (5) year duration may not be acceptable and a three (3) year duration may be the maximum allowable duration. This conversation will continue. If the 3-year duration is incorporated as the duration then the funding amount will be proportionally reduced.

*Entity: San Bernardino County Transportation Authority*

Board of Directors Agenda Item  
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***Responsible Staff:***

Tim Hilton, Project Controls Manager

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Approved  
Board of Directors  
Date: January 5, 2022  
Witnessed By:

San Bernardino County Transportation Authority



## General Contract Information

Contract No: 22-1002734 Amendment No.: \_\_\_\_\_

Contract Class: Payable Department: Project Delivery

Vendor No.: 00492 Vendor Name: California Highway Patrol

Description: Construction Zone Enhanced Enforcement Program

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

Dollar Amount							
Original Contract		\$	5,000,000.00	Original Contingency		\$	-
Prior Amendments		\$	-	Prior Amendments		\$	-
Current Amendment		\$	-	Current Amendment		\$	-
Total/Revised Contract Value		\$	5,000,000.00	Total Contingency Value		\$	-
	Total Dollar Authority (Contract Value and Contingency)					\$	5,000,000.00

## Contract Authorization

Board of Directors Date: 01/05/2022 Board Item # 8240

## Contract Management (Internal Purposes Only)

Other Contracts Sole Source? No No Budget Adjustment

Federal/State/Local Construction Management N/A

## Accounts Payable

Estimated Start Date: 01/05/2022 Expiration Date: 12/31/2027 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	\$	
GL		40	0820		52001		Multi Fund & Task	3,000,000.00	-
GL		40	0830		52001		Multi Fund & Task	2,000,000.00	-
GL								-	-
GL								-	-
GL								-	-
GL								-	-
GL								-	-
GL								-	-
GL								-	-
GL								-	-

Tim Hilton

Paula Beauchamp

Project Manager (Print Name)

Task Manager (Print Name)

Additional Notes:

Attachment: CSS - COZEEP 22-1002734 (8240 : New CHP COZEEP Contract 22-1002734)

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

21R860000

PURCHASING AUTHORITY NUMBER (If Applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Department of California Highway Patrol

CONTRACTOR NAME

San Bernardino County Transportation Authority (SBCTA)

2. The term of this Agreement is:

START DATE

01/01/2022

THROUGH END DATE

12/31/2027

3. The maximum amount of this Agreement is:

\$5,000,000.00 (Five Million Dollars and Zero Cents)

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Page
Exhibit A	Scope of Work	2
Exhibit B	Budget Detail and Payment Provisions	1
Exhibit C *	General Terms and Conditions (4/2017)	
+ - Exhibit D	Special Terms and Conditions	2

Items shown with an asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

**CONTRACTOR**

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

San Bernardino County Transportation Authority (SBCTA)

CONTRACTOR BUSINESS ADDRESS

1170 West Third Street, 2nd Floor

CITY

San Bernardino

STATE

CA

ZIP

9241

PRINTED NAME OF PERSON SIGNING

Signatures Appear on the following page

TITLE

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

California Highway Patrol

CONTRACTING AGENCY ADDRESS

601 N. 7th Street

CITY

Sacramento

STATE

CA

ZIP

9581

PRINTED NAME OF PERSON SIGNING

J.A. Saccani

TITLE

Assistant Chief, Administrative Services Division

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

**EXHIBIT A**  
**(Standard Agreement)**

**SCOPE OF WORK**

- San Bernardino County Transportation Authority (SBCTA) Transportation Department agrees to reimburse the Department of California Highway Patrol (CHP) for costs associated with traffic enforcement related services provided by the CHP Baldwin Park and Ranch Cucamonga Area offices.

These Construction Zone Enhancement Enforcement Program (COZEED) traffic control services shall be provided for multiple SBCTA state highway construction projects.

- The services shall be provided during:

The hours of duty performed by CHP officer(s) under this Agreement are those mutually agreed upon by the Project Representatives listed below, or designees. Any changes to the proposed plan such as additional hours, dates, and sites for traffic control can be requested on an "as needed" basis and must be mutually agreed upon by the local CHP command and San Bernardino County Transportation Authority (SBCTA).

- The representatives during the term of this Agreement will be:

STATE AGENCY Department of California Highway Patrol Oakland Area Office		CONTRACTOR San Bernardino County Transportation Authority (SBCTA)	
NAME Kevin Fadgen, Officer		NAME Tim Hilton, Project Controls Manager	
ADDRESS 2211 Western Avenue San Bernardino, CA 92410		ADDRESS 1170 West 3 <sup>rd</sup> Street San Bernardino, CA 92410	
TELEPHONE NUMBER (909) 383-4247	EMAIL <a href="mailto:KFadgen@chp.ca.gov">KFadgen@chp.ca.gov</a>	TELEPHONE NUMBER (909) 884-8276	EMAIL <a href="mailto:THilton@gosbcta.com">THilton@gosbcta.com</a>
Direct all inquiries to:			
STATE AGENCY Department of California Highway Patrol		CONTRACTEE San Bernardino County Transportation Authority (SBCTA)	
SECTION/UNIT Business Services Section/Contract Services Unit		SECTION/UNIT N/A	
ATTENTION Brian Wise, Contract Analyst		ATTENTION Tim Hilton, Project Controls Manager	
ADDRESS 601 N. 7 <sup>th</sup> Street Sacramento, CA 95811		ADDRESS 1170 West 3 <sup>rd</sup> Street San Bernardino, CA 92410	
TELEPHONE NUMBER (916) 843-3607	EMAIL <a href="mailto:Brian.Wise@chp.ca.gov">Brian.Wise@chp.ca.gov</a>	TELEPHONE NUMBER (909) 884-8276	EMAIL <a href="mailto:THilton@gosbcta.com">THilton@gosbcta.com</a>

**EXHIBIT A**  
**(Standard Agreement)**

**SCOPE OF WORK**

4. Detailed description of work to be performed:

- A. CHP San Bernardino Area office shall provide CHP officer(s) with vehicle and coordinate all traffic control. Should the CHP San Bernardino Area office be unable to fill the necessary staffing for each event, the shortage of CHP Officers shall be utilized from out-of-Area uniformed personnel.
- B. The traffic control services to be performed by CHP officer(s) under this Agreement, including the standards of performance, discipline and control thereof, shall be the responsibility of CHP.
- C. It is understood by Contractee that billing of CHP officer(s) time shall be from portal to portal (CHP Area office to the service location and return to CHP Area office) except as specified in Item D.
- D. If CHP officer(s) have reported to the assigned location and have worked less than four (4) hours, the Contractee agrees to pay every assigned CHP officer(s) a minimum of four (4) hours overtime. Exception: This does not apply to those cases when the hours worked is part of an extended shift.
- E. If CHP officer(s) report to an assigned service location, and for any reason CHP reassigns the officer(s) away from the service location, the Contractee will be billed only for the officer(s) actual time incurred from the CHP Area office to the service location and for the time spent at the assigned service location covered under this Agreement.

5. Cancellation of Services

- A. San Bernardino County Transportation Authority shall not be charged for service cancellations made more than twenty-four (24) hours prior to the scheduled assignment.
- B. San Bernardino County Transportation Authority agrees that if service cancellation is made within twenty-four (24) hours prior to the scheduled assignment and CHP officer(s) is notified of such service cancellation, San Bernardino County Transportation Authority shall only be charged a short notice service cancellation fee of \$50.00 per assigned CHP officer(s).
- C. All service cancellation notices to CHP must be made during normal CHP business hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding state holidays.
- D. The CHP agrees to make reasonable efforts to notify the assigned CHP officer(s) of the service cancellation.

**EXHIBIT B**  
**(Standard Agreement)**

**BUDGET DETAIL AND PAYMENT PROVISIONS**

**1. Invoicing and Payment**

- A. CHP shall provide the Contractee with an itemized invoice which details all CHP costs for escort services under this Agreement.

Upon completion of services, an itemized invoice will be submitted in duplicate to:

San Bernardino County Transportation Authority (SBCTA)  
Attn: Tim Hilton, Project Controls Manager  
1170 West 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor  
San Bernardino, CA 92410

The Contractee agrees to pay CHP within thirty (30) days after the date of the invoice.

- B. In consideration for the CHP escort services contained herein, the Contractee agrees to reimburse CHP upon receipt of an itemized invoice, for both actual hours worked by CHP officers at the overtime rate, described below, and at the time services are provided. The rates indicated in this agreement are for estimate purposes only. It is understood by both parties that rate increases in salary and benefits are governed by collective bargaining agreements and/or statute and that no advance written notification is necessary prior to implementing the increased rates. In the event CHP is granted a rate increase, the Contractee agrees to pay the increased rate. The following information is the CHP officer and sergeant overtime rates effective Fiscal Year 20/21, until superseded:

Number of Staff	CHP Classifications	Total Estimated Number of Hours	Reimbursable Hourly Rates
2	Sergeant	14,025	\$128.84
4	Officer	29,275	\$105.91

# General Terms and Conditions (GTC 04/2017)

## EXHIBIT C

1. **APPROVAL:** This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. **AMENDMENT:** No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. **ASSIGNMENT:** This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. **AUDIT:** Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. **DISPUTES:** Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. **TERMINATION FOR CAUSE:** The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.



8. **INDEPENDENT CONTRACTOR:** Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
9. **RECYCLING CERTIFICATION:** The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).
10. **NON-DISCRIMINATION CLAUSE:** During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)
- Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.
11. **CERTIFICATION CLAUSES:** The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.
12. **TIMELINESS:** Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.
15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.
- a. The Government Code Chapter on Antitrust claims contains the following definitions:
    - 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
    - 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
  - b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
  - c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
  - d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.



16. **CHILD SUPPORT COMPLIANCE ACT:** For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:
- a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
  - b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
17. **UNENFORCEABLE PROVISION:** In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.
18. **PRIORITY HIRING CONSIDERATIONS:** If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.
19. **SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:**
- a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
  - b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER: If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

DRAFT

## EXHIBIT D (Standard Agreement)

### **SPECIAL TERMS AND CONDITIONS**

1. The CHP and the Contractee agree this Agreement may be canceled by either party with thirty (30) days advance written notice.
2. In the event of an emergency, this Agreement may be canceled by either party without prior notice.
3. The CHP and the Contractee, agree that this Agreement may be amended by written mutual consent of the parties hereto.
4. Unforeseen events may require CHP officer(s) to expend hours in excess of the original estimate. Any costs in excess of the original estimated amount will be processed by appropriate amendment to the Agreement, to reflect the actual costs incurred.
5. Additional charges may be assessed for CHP supplies, additional equipment utilized, damage to property repaired or replaced at state expense, which are directly related to the services provided herein, but only to the extent such supplies or additional equipment are specifically requested in writing by the Contractee or such need for repair or replacement of property arises directly from the Contractee's gross misconduct or willful negligence with respect to the property.
6. Gifts, donations, or gratuities may not be accepted by CHP employees in their own behalf or in behalf of the Department, informal squad club, or other local funds.
7. Any dispute concerning a question of fact arising under the terms of this Agreement, which is not disposed within a reasonable period of time, ten (10) days, by the parties normally responsible for the administration of this contract, shall be brought to the attention of the Administrative Services Officer (or designated representative) of each organization for joint resolution.
8. The Contractee agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. The Contractee agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. The Contractee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Contractee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et CCR Title 2, Section 1896).
9. The Contractee shall fully defend, indemnify, and hold harmless the CHP, as well as the CHP's appointees, officers, and employees, from all claims, actions, losses, liability, and expense (including reasonable attorney's fees) arising from any injury (as defined in GC Section 810.8), but only in proportion to and to the extent such claim, action, loss, liability, and expense are caused by or result from the negligent or intentional acts or omissions of the Contractee, or its appointees, officers, employees, agents, or representatives, during the performance of this Agreement.

Attachment: CHP Agreement 21R860000 - 22-1002734 For Review (8240 : New CHP COZEER Contract 22-1002734)

**EXHIBIT D  
(Standard Agreement)**

**SPECIAL TERMS AND CONDITIONS**

CHP shall fully defend, indemnify, and hold harmless Contractee, as well as Contractee's appointees, officers, and employees, from all claims, actions, losses, liability, and expense (including reasonable attorney's fees) arising from any injury (as defined in GC Section 810.8), but only in proportion to and to the extent such claim, action, loss, liability, and expense are caused by or result from the negligent or intentional acts or omissions of CHP, or its appointees, officers, employees, agents, or representatives, during the performance of this Agreement.

Neither termination nor completion of this Agreement shall release either the Contractee or the CHP from the obligations of this paragraph, so long as the claim, action, loss, expense, or liability is predicated upon an event that occurred subsequent to the effective date of this Agreement and prior to the effective date of termination or completion of this Agreement.

DRAFT

Attachment: CHP Agreement 21R860000 - 22-1002734 For Review (8240 : New CHP COZEER Contract 22-1002734)

## ***Minute Action***

### AGENDA ITEM: 13

***Date:*** January 5, 2022

***Subject:***

Request for Proposals for Final Design Services for Interstate 10 Corridor Freight and Express Lane Project - Contract 2

***Recommendation:***

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

Authorize the release of Request for Proposals No. 22-1002722 for preparation of Plans, Specifications, and Estimates for the Interstate 10 Corridor Freight and Express Lane Project - Contract 2.

***Background:***

San Bernardino County Transportation Authority (SBCTA) requests approval for the release of a Request for Proposals (RFP) for Plans, Specifications and Estimates (PS&E) services on the Interstate 10 (I-10) Corridor Freight and Express Lane Project - Contract 2 (Project). This Project would provide one or two express lane in each direction in the median of I-10 from Interstate 15 (I-15) to Pepper Avenue, in the City of Colton.

A Project Study Report/Project Development Study (PSR/PDS) was completed for the I-10 Corridor Project in 2014, and the Project Approval and Environmental Document (PA/ED) for adding one to two express lanes from the Los Angeles/San Bernardino County line to Ford Street in the City of Redlands, was approved in May 2017. The first ten miles of the Project are currently under construction as Contract 1, and are scheduled to open in 2023. In 2018, traffic and revenue studies as well as cash flow analyses for the I-10 and I-15 corridors were undertaken to determine the next steps for both corridors, with the results indicating that further phasing on both I-10 and I-15 would be required. Recently developed cost updates in 2021 confirmed the need for phasing, and on October 6, 2021, the SBCTA Board of Directors (Board) directed staff to explore a single express lane strategy for the next segment on the I-10 Corridor Project to be consistent with the State's Guideline Principles for Transportation Investment. But due to disruption of goods movement at the ports and the recent passage of the United States Infrastructure Act, express lanes as proposed in the original Project Approval/Environmental Document are now a possibility. As such, SBCTA staff will prepare to deliver either single or dual express lanes in each direction. The next project on I-10 is delineated as I-10 Corridor Freight and Express Lane Project - Contract 2, and would construct the next 11 miles of the approved I-10 Corridor Project.

Based on funding projections, and to minimize concurrent public impacts, it was determined to target the start of construction for the Project in 2026 as the I-10 Corridor Contract 1 Project will near completion in mid-2026. As a result, there is sufficient time to complete final design and right-of-way (ROW) clearance on this Project before going out to bid. As such, the Project will be delivered as a design-bid-build project.

The scope of this RFP is to provide the final design for adding generally one or two express lanes in the median in each direction, including the associated toll infrastructure. The Project will include both the design of pavement, structure widening, auxiliary lanes, and minor ramp  
*Entity: San Bernardino County Transportation Authority*

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improvements, as well as toll gantries, signage, striping, and other improvements required for implementing the tolling systems on the added express lanes. The Project will require coordination with the SBCTA Toll System Provider relative to the incorporation of the toll collection system. The scope of services will also include ROW engineering services which will consist primarily of coordination with a ROW consultant for preparing needed mapping and exhibits for acquisitions, railroad agreements, and utility relocations. It is anticipated that the design work will take about three years to complete, resulting in a final design package to advertise for construction in mid-2025.

Staff recommends the release of this RFP to maintain the Project delivery schedule with the plan to bring a design contract based on this RFP to the Board for approval in mid-2022.

***Financial Impact:***

This item is consistent with the Fiscal Year 2021/2022 Budget for Task No. 0820 Freeway Projects, Sub-Task No. 0821 I-10 Corridor Project - Contract 2.

***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 November 10, 2021. SBCTA General Counsel, Procurement Manager and Risk Manager have reviewed this item and the draft RFP. This item differs from the Metro Valley Study Session agenda in that it allows for the design of either a single or dual express lane in each direction for the I-10 Corridor Freight and Express Lane Project – Contract 2. This change was read into the staff report at the Metro Valley Study Session.

***Responsible Staff:***

Sal Chavez, Project Delivery Manager

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Approved  
Board of Directors  
Date: January 5, 2022

Witnessed By:

## ATTACHMENT A - SCOPE OF WORK

### RFP No. 22-1002722

The San Bernardino County Transportation Authority ("SBCTA") is seeking professional services for the preparation of Plans, Specifications and Estimate (PS&E) for the Interstate 10 (I-10) Corridor Freight and Express Lane Project - Contract 2 ("Project") which would extend from Interstate 15 (I-15) to Pepper Avenue in San Bernardino County. SBCTA Sales Tax Measure I funds and federal funds will be used to cover the cost of the preparation of the final design phase. Funding for the next phases are currently not finalized, but state and/or federal funds could be utilized. As such, the final plans and specifications should comply with applicable state and federal requirements.

The project proposes to add generally one or two express lane in the median in each direction through this corridor segment. At I-15, two express lane will be added in each direction, connecting to the existing express lane in each direction currently being constructed by SBCTA. The express lane will continue to Pepper Avenue, then transition back to the existing general purpose lanes at Pepper Avenue. In addition, auxiliary lanes and other operational improvements are planned through this corridor. The environmental document and project report for an extended corridor were approved in May, 2017. The geometrics approved in those documents will provide the initial basis for this final design, but the final lane configuration and location of ingress and egress locations shall be based on operational analysis conducted under this design contract. Importantly, the Contract 2 project will either construct one or two express lanes in each direction and be compatible with the PA/ED. Final design for the a single express lane in each direction should minimize impact to ROW including the I-10 drainage channel while incorporating provisions for a future second express lane where practical. Final design for a duel express lane in each direction will require ROW as outlined in the PA/ED and will investigate the feasibility of converting the I-10 drainage channel into a reinforced concrete box and accelerating as a potential separate project. Additionally, final design shall include the addition of auxiliary lanes at select locations not previously included in the PA/ED design, including eastbound between Cherry Avenue and Citrus Avenue and between Sierra Avenue and Cedar Avenue. This project will include both the roadway work as well as toll collection system layout and infrastructure. The toll collection system design requirements will be prepared by the SBCTA toll system provider (TSP); however, extensive coordination will be required with the TSP, and the toll collection system infrastructure design will need to be incorporated into the final design plans developed under this design contract.

Final design services will include preparation of a supplemental project report and environmental revalidation to document that this work is the second construction package as part of the longer corridor approved in the original project report and environmental document.

Caltrans will provide oversight for compliance with State design standards and requirements. Assistance with the preparation of the construction bid advertisement package, support during right of way, responses to Requests for Information (RFI), and



review of construction Contract Change Orders (CCO) during the construction phase is required. Coordination with the designer of the Project Approval and Environmental Document Phase (PA/ED) may be required to obtain project files and latest project design information.

## **I. APPLICABLE STANDARDS**

All documents shall be prepared in accordance with current SBCTA and Caltrans regulations, policies, procedures, manuals, and standards where applicable. CONSULTANT shall obtain, at its expense, all applicable Manuals and Standard Plans.

## **II. GENERAL DESCRIPTION OF REQUIRED SERVICES**

- A. Required services listed below do not supersede the requirements established in the Contract.
- B. CONSULTANT Services include the studies, reports, drawings, plans, specifications, estimates, and special provisions necessary to complete the plans, specifications, and estimates for the addition of express lanes on the I-10 corridor.
- C. The deliverables list for the PS&E phase will be refined during the initial planning and scoping Project Development Team (PDT) meeting. Not all deliverables listed in this attachment may be required.
- D. CONSULTANT shall develop and maintain a Project schedule. The Project schedule may be presented monthly to the PDT meeting. A deliverables matrix will accompany the schedule. The deliverables matrix will highlight the status of the documents in the review process.
- E. CONSULTANT shall employ appropriate quality control and quality assurance procedures for every deliverable.
- F. CONSULTANT shall identify potential risks and uncertainties related to the delivery and construction of the Project. Risks that may be encountered include, but are not limited to, soil conditions, constructability, factors of safety, impacts to adjacent properties, public safety, and environmental considerations. If at any time during the performance of this Scope of Services, CONSULTANT observes, encounters, or identifies any circumstance that could pose potential risk, CONSULTANT shall notify SBCTA immediately.
- G. The design will be prepared in English units.
- H. Prime contract terms and conditions will be incorporated into the subcontract agreements.
- I. The Task and WBS Structure used for pricing, cost reporting and schedule preparation shall be consistent with the Caltrans Workplan Standards Guide for Delivery of Capital Projects. Project Management activities will be performed in accordance to the Caltrans' Workplan Standards Guide for



#### Delivery of Capital Projects.

- J. CONSULTANT shall prepare and submit monthly invoices and project controls reports. Invoices shall follow SBCTA templates and shall contain all required information including project percent complete and earned value. CONSULTANT shall manage the contract budget and shall provide a monthly report including Earned Value and Estimate at Completion.
- K. Project plans and specifications must comply with the federal Americans with Disabilities Act (ADA) requirements 28 CFR, Part 35, and the *California and Local Building Codes* within the project limits. In accordance with 28 CFR Sec. 35.151, curbs and ramps must meet current ADA standards if the project includes streets that are to be newly constructed or altered (includes repaving). For ADA requirements, see Chapter 11 "Design Standards," and Section 12.7 of this chapter. Complete the Caltrans Certification of Compliance with Americans with Disabilities Act (ADA) Form.
- L. The final engineering technical reports must bear the signature, stamp or seal, registration number, and registration certificate expiration date of the registered civil engineer most directly in responsible charge or other registered or certified professional working on the report as specified in Section 9 of the Project Development Procedures Manual.
- M. CONSULTANT is responsible for the overall toll system design. Design shall be coordinated with the SBCTA Toll Service Provider (TSP) to ensure its requirements for installing, operating, and maintaining the toll collection system are fully incorporated into the design submittals. This shall require coordination meetings with TSP in the development, review and approval of the design submissions. TSP to provide infrastructure requirements documentation to assist CONSULTANT in developing the power, communications, pads, conduit, gantry structures and poles requirements for this project. The TSP will be responsible for maintaining and operating its toll collection system, so all measures shall be taken to ensure these activities can be performed safely in the design.
- N. CONSULTANT is responsible for determining the final lane configuration, location of ingress and egress points, and express lane transitions at the west and east end of the I-10 express lanes. Final design shall be coordinated with project stakeholders including SBCTA, Caltrans, and FHWA, and shall include operational analysis where appropriate and may include alternative analysis and cost estimates for these alternatives.

### III. ASSUMPTIONS

- A. There may be up to eight meetings per month (including conference calls) during the duration of this contract, including one mandatory monthly PDT meeting.
- B. CONSULTANT will coordinate with SBCTA, TSP and Caltrans prior to

distribution of all deliverables to determine the points of contact, number of hardcopies and format of electronic files.

- C. Assume one SBCTA and TSP peer review and two Caltrans reviews for each major deliverable and a workshop for comment resolution, if required.
- D. Assume there may be two or more contract bid packages, final estimates and final reports. SBCTA may choose to package this work in multiple packages, such as early bridge work, or split out the civil and toll systems work.

#### IV. SCOPE OF SERVICES

Following the selection of a consultant, the selected firm shall prepare and submit a Cost Proposal and Project Schedule. The selected firm shall use the latest SBCTA Work Breakdown Structure (WBS), which follows the Caltrans Workplan Standards Guide for Delivery of Capital Projects, and cost and schedule templates for the preparation of the cost proposal and schedule.

#### **TASK 3.100.15 - PROJECT MANAGEMENT**

##### 3.100.15 Project Management

CONSULTANT shall furnish a Project Manager to coordinate all CONSULTANT operations with SBCTA, including but not limited to, tracking progress of the work and administering subcontracts. CONSULTANT Project Manager shall provide overall project management, coordination, and supervision of project staff to facilitate the performance of the work in accordance with standards and requirements of the SBCTA and other applicable standards and requirements. CONSULTANT Project Manager shall prepare and submit monthly project progress reports to SBCTA Project Manager.

##### *Deliverables:*

- *Monthly Progress Reports*

##### 3.100.15-1 Coordination and Meetings

CONSULTANT Project Manager shall conduct regular meetings with SBCTA, and shall conduct meetings and coordination with other stakeholders, including Caltrans and other agencies in monthly PDT meetings or technical workshops and focused meetings as necessary. CONSULTANT Project Manager will be responsible for preparation of agendas and meeting minutes, communication and distribution of project records and information, and responses to all internal requests for information about the project.

##### *Deliverables:*

- *PDT meeting notices, agendas, handouts/exhibits, deliverable matrix, and minutes.*

##### 3.100.15-2 Administration

CONSULTANT Project Manager shall prepare and update the Project schedule on a monthly basis or as needed. Project schedule shall be logical, complete, and shall

consider SBCTA peer reviews. CONSULTANT Project Manager shall provide regular reporting on the project status, including, but not limited to, schedule, contract budget, general progress on project tasks, and project issues and concerns. CONSULTANT Project Manager shall maintain project files using the Caltrans Uniform System in hard copies and electronic format.

CONSULTANT Project Manager shall prepare and implement a Project Specific Quality Control/Quality Assurance (QA/QC) Plan in conformance with Section V and a Risk Management Plan following SBCTA format and content requirements; CONSULTANT Project Manager will be responsible for adherence to all applicable SBCTA administrative policies and procedures.

*Deliverables:*

- *Project Schedules*
- *Project Master Files*
- *QA/QC Plan and Risk Management Plan*

### **TASK 3.180 – PREPARE ENVIRONMENTAL REVALIDATION AND SUPPLEMENTAL PROJECT REPORT**

CONSULTANT shall develop design for generally one or two express lane compared to the two express lanes approved during PA/ED, avoiding impact to ROW to the extent practical. CONSULTANT shall develop eastern logical termini for the project in the vicinity of Pepper Avenue. CONSULTANT shall also coordinate the western connection of the SBCTA express lanes with Contract 1, which may include revisions to the number of lanes and location of ingress and egress points based on operational analysis. CONSULTANT shall develop design for auxiliary lanes at selection locations including from Cherry Avenue to Citrus Avenue and from Sierra Avenue to Cedar Avenue. Based on these geometrics, an environmental revalidation and supplemental project report shall be prepared to document the construction sequencing proposed for this project.

*Deliverables:*

- *Revised Geometric Approval Drawings including Design Standard Decision Document*
- *Environmental Revalidation*
- *Supplemental Project Report*

### **TASK 3.185 – PREPARE BASE MAPS AND PLAN SHEETS**

#### **Task 3.185.05 Updated Project Information**

CONSULTANT shall request, collect, assemble, and review all pertinent project information, including, but not limited to, prior project related reports and Engineering Technical Reports, Environmental Documents and Environmental Technical Reports, CAD files and drawings, and relevant correspondence. CONSULTANT shall incorporate

the collected materials and information into the Project Master File.

*Deliverables:*

- *Project Records Files*

**Task 3.185.10 Engineering and Photogrammetric Surveys**

Mapping and Surveys and preparation of Base Maps were performed during the PA/ED phase. CONSULTANT shall review Project Mapping and Project Survey Control prepared to ensure completeness and accuracy. CONSULTANT shall inform SBCTA's Project Manager if there are incomplete or missing data in the Design Base Maps.

**TASK 3.205 – PERMITS & AGREEMENTS**

**Task 3.205.05 Determine Required Permits & Task 3.205.10 Obtain Permits**

CONSULTANT shall perform work to identify all necessary permits to construct the project and obtain all necessary permits and agreements needed to construct the project. Work as part of this task may include discussions with permitting agencies, preparation of the permit and attachments such as maps and other exhibits identifying funds necessary for the permit application, and submitting the permit. Discussions and negotiations with permitting agencies shall only be performed in consultation with the SBCTA Project Manager or designee.

*Deliverables:*

- *Various Permits*

**TASK 3.220-PERFORM RIGHT OF WAY ENGINEERING**

**Task 3.220.05 and 220.10 Existing Land Net and Preparation of Land Net Map**

CONSULTANT shall collect all record data and field evidence required to begin development of the Right of Way Base Map. Perform research to locate all relevant survey and land ownership records to complete existing land-net survey, boundary analysis, determination and delineation. CONSULTANT shall prepare land net survey as required for easements, and monumentations for perpetuation of record of survey.

*Deliverables:*

- *Land Net Map*

**Task 3.220.15 and 220.20 Right of Way Maps and Acquisition Documents**

CONSULTANT shall prepare right of way appraisal maps and other maps and exhibits as needed to support right of way acquisition including deeds, legal descriptions, resolution of necessity legal descriptions, and other documents and exhibits as needed to support the acquisition of required property interests from property owners, utilities, railroads, and other agencies as required.

*Deliverables:*

- *Right of way requirement maps*
- *Right of way appraisal maps*
- *Deeds*
- *Legal Descriptions*
- *Resolution of Necessity Exhibits as required*
- *Exhibits for utility relocations, railroad agreements, right of way acquisition, as required.*

### **TASK 3.230 – PREPARE HIGHWAY DRAFT PLANS, SPECIFICATIONS & ESTIMATES**

#### **Task 3.230.05 Draft Highway Plans**

CONSULTANT shall prepare the Highway Roadway Plans, Specifications, and Estimates (PS&E) plans set for the project following the Caltrans Highway Design Manual and Caltrans Standard Plans as appropriate. This will also include analysis of alternatives that may be required in looking at the most feasible terminus points, operational efficiencies, and ingress/egress locations. Sufficient study including design and cost estimates would be needed to provide adequate information for decisions on which alternative(s) to move forward with. Preparation of the Highway PS&E plans set shall include, but not be limited to, the preparation of the following roadway engineering sheets:

- |  |                                     |
|--|-------------------------------------|
| - Title Sheet                            | - Typical Cross Sections            |
| - Roadway/Geometric Layouts              | - Profile and Superelevation Sheets |
| - Construction Details                   | - Contour Grading Plans             |
| - Summary of Quantities                  | - Stage Construction Plans          |
| - Traffic Handling Plans                 | - Highway Planting Plans            |
| - Utility & Utility Relocation Plans     | - Drainage Plans                    |
| - Signing and Pavement Delineation Plans | - Electrical Plans                  |
| - Toll Infrastructure                    |                                     |
| - Transportation System Management       |                                     |

- Preparation of the roadway plans shall be consistent with Caltrans design standards to the greatest extent feasible. CONSULTANT shall coordinate toll infrastructure design with SBCTA Toll Service Provider (TSP). TSP shall provide initial infrastructure design requirements for its toll collection system. Enforcement and CHP considerations will need to be incorporated into the design. This safe locations for CHP to monitor traffic in the express lanes and safe areas for CHP to pull over vehicles in the Express and GP lanes.
- Coordination with RCTC toll system integrator may be required as well if RCTC is operating portions of this project.

CONSULTANT shall perform an internal QA/QC plans check and review and shall submit copies to SBCTA for peer review prior to submittal to Caltrans. CONSULTANT shall notify SBCTA's Project Manager if the CONSULTANT is seeking any exceptions to any applicable design standards.

*Deliverables:*

- 65% Plans
- 95% Plans

Task 3.230.20 Transportation Management Plan

CONSULTANT will prepare the Draft and Final Transportation Management Plan (TMP) in accordance with current Caltrans procedures and guidelines. The TMP will identify specific measures that can be taken during construction to reduce impacts due to construction on the traveling public and to provide travel through and around the work area.

*Deliverables:*

- *Transportation Management Plan*

Task 3.230.35 Draft Highway Specifications

CONSULTANT shall prepare the Highway Specifications and Special Provisions for the project following the Caltrans Standard Specifications. CONSULTANT shall notify SBCTA's Project Manager if the CONSULTANT is seeking any exceptions to this requirement.

*Deliverables:*

- *Draft Standard Special Provisions (65% and 95% PS&E)*

Task 3.230.40 Draft Highway Quantities and Estimates

CONSULTANT shall prepare the Highway Quantities and Estimates for the project following the Caltrans Standard Specifications including periodic cost updates, as well as cost estimates to support the analysis of project alternatives developed during design. CONSULTANT shall notify SBCTA's Project Manager if the CONSULTANT is seeking any exceptions to this requirement.

*Deliverables:*

- *Draft Quantities and Estimates*

Task 3.230.60 Updated Storm Water Data Report

CONSULTANT will prepare an Updated Storm Water Data Report (SWDR) in accordance with current Caltrans procedures and guidelines. The SWDR will identify specific measures that can be taken to handle storm water flows around the work area.

*Deliverables:*

- *Storm Water Data Report-PS&E*



#### Task 3.230.70 Updated Hydraulics Report

CONSULTANT will prepare an updated Hydraulics Report in accordance with current Caltrans procedures and guidelines. The updated Hydraulics Report will evaluate existing drainage systems and will be used to support the drainage plans.

##### *Deliverables:*

- *Hydraulics Report*

#### Task 3.230.80 Geotechnical Design Report

CONSULTANT will prepare a Geotechnical Design Report in accordance with current Caltrans procedures and guidelines. The Geotechnical Design Report will be used for recommendations to complete the plans and specifications.

##### *Deliverables:*

- *Geotechnical Design Report*

#### Task 3.230.80 Updated Materials Report

CONSULTANT will prepare an updated Materials Report in accordance with current Caltrans procedures and guidelines. The updated Materials Report will be used to support the pavement structural section design.

##### *Deliverables:*

- *Materials Report*

### **TASK 3.240 – PREPARE STRUCTURAL DRAFT PLANS, SPECIFICATIONS & ESTIMATES**

#### Task 3.240.60 Hydraulics Report

CONSULTANT will prepare the Draft and Final Hydraulics Report in accordance with current Caltrans procedures and guidelines. The Hydraulics Report will identify strategies and requirements for use by the design engineer to prepare the structural plan sheets.

##### *Deliverables:*

- *Hydraulics Report*

#### Task 3.240.65 Preliminary Foundation Report

CONSULTANT will prepare the Preliminary Foundation Report to be utilized as part of the Structures Type Selection. The Preliminary Foundation Report shall document existing foundation conditions, make preliminary foundation recommendations, and identify the need for investigations, subsurface exploration, and studies.

##### *Deliverables:*

- *Preliminary Foundation Report*

### Task 3.240.70 Subsurface Exploration and other Field Studies

CONSULTANT will perform work required to perform subsurface exploration to support the Foundation Report. This task includes all activities needed such as procurement of permits and rights to enter to perform any needed subsurface explorations. Results of the study shall be summarized in a report. Subsurface exploration work shall include proposed bridge widening and retaining or soundwalls required for the project.

CONSULTANT will perform an infiltration test to determine the percolation rates for the proposed storm water treatment facilities.

#### *Deliverables:*

- *Log of Test Borings*
- *Infiltration Test Report*

### Task 3.240.75 Draft Structural Plans

CONSULTANT shall prepare the Structural Plans, Specifications and Estimates (PS&E) plans set for the project following the Caltrans Highway Design Manual and Caltrans Standard Plans as appropriate. Preparation of the Structural PS&E plans set shall include, but not be limited to the preparation of the following roadway engineering sheets:

- |                            |                                 |
|----------------------------|---------------------------------|
| - Title Sheet              | - Typical Cross Sections        |
| - Foundation Plans         | - Bridge General Plans          |
| - Soundwall Plans          | - Retaining Wall Plans          |
| - Stage Construction Plans | - Structural Special Provisions |
| - Structural Quantities    |                                 |

CONSULTANT shall perform an internal QA/QC plans check and review and shall submit copies to SBCTA for peer review prior to submittal to Caltrans. CONSULTANT shall notify SBCTA's Project Manager if the CONSULTANT is seeking any exceptions to any applicable design standards.

#### *Deliverables:*

- *Type Selection Report*
- *65% Plans*
- *95% Plans*

### Task 3.240.80 Foundation Report

CONSULTANT shall prepare the Foundation Report incorporating subsurface explorations through report and Log of Test Borings. The Foundation Report is to provide the required geologic and geotechnical recommendations needed to prepare the structural plans sheets.

#### *Deliverables:*

- *Foundation Report*



### **TASK 3.255 – PREPARE FINAL PS&E PACKAGE**

#### **Task 3.255.20 Final District PS&E Package**

This task includes the distribution of the draft final combined highway and structural PS&E package for final review by Caltrans, SBCTA, and other stakeholders. CONSULTANT shall address comments received and incorporate changes as appropriate in the final combined PS&E package. Under this task, CONSULTANT shall perform an internal QA/QC plans check and review and shall submit the final combined PS&E package to an independent reviewer, which shall be provided by the CONSULTANT. The independent reviewer shall be a registered Professional Engineer in the State of California and shall certify the quality of the package and that the plans are constructible. The independent reviewer shall submit a stamped report to the SBCTA summarizing its review and certifying the constructability of the plans and that the final combined PS&E package is biddable. CONSULTANT will be responsible for completion of the draft final combined PS&E package in a manner where there is sufficient time to address comments during the independent review and finalize the PS&E package within the project schedule. CONSULTANT will be responsible for the constructability of the project.

#### ***Deliverables:***

- *Final Combined PS&E Package*
- *Independent Constructability and Ready-to-Bid Certification*

#### **Task 3.255.40 Resident Engineer File and Supplemental Materials**

CONSULTANT shall be responsible for preparing the pending Resident Engineer File and other supplemental PS&E materials, which would include the following:

- |  |                                     |
|--|-------------------------------------|
| - Geotechnical Information Handout         | - Materials Information Handout     |
| - Construction Staking Package and Control | - Project Controls for Construction |
| - Grid Grades                              | - Construction Permits              |
| - Quantity Work Book                       | - Representative Cross Sections     |

#### ***Deliverables:***

- *Pending Resident Engineer File*
- *Supplemental PS&E Materials*

### **TASK 3.260 – CONTRACT BID DOCUMENTS READY TO LIST**

#### **Task 3.260-1 Draft Contract**

CONSULTANT shall assist SBCTA in the preparation of the Construction Contract Bid Documents. Under this task, the CONSULTANT shall develop a draft contract, which shall be consistent with Caltrans standards. Draft contract shall include the plans, specifications, special provisions, applicable Federal, state and local laws, regulations, and requirements and item codes. All contract pay items shall utilize the Basic Engineering Estimate System (BEES) coding.

*Deliverables:*

- *Draft Construction Contract Package*

### **TASK 5.270 – CONSTRUCTION ENGINEERING – TECHNICAL SUPPORT**

Provide Technical Support to the construction engineering staff including design, traffic, hydraulics, materials, structures design, geotechnical services, environmental, landscape and other specialty staff. Functional support may include attendance at pre-work conferences, on-site construction support including contractor request for information (RFI) and RE pending file review.

### **TASK 6.295 – ACCEPT CONTRACT/PREPARE FINAL CONSTRUCTION ESTIMATE AND FINAL REPORT**

Work involved in the acceptance and final documentation of a construction contract.

Work involved includes coordination with the construction manager and/or Resident Engineer to develop as-built plans in accordance with Caltrans and the City Standards. Work includes the transfer of the red-line As-Built plan mark-ups to the original full size reproducible plan sheets (and CADD file) and forwarding a reproducible set of plans with the transferred As-Built changes to SBCTA, Caltrans and the Cities. CONSULTANT shall complete this task within 30 calendar days of receipt of red-line mark-ups.

*Deliverables:*

- *Red line construction package*
- *As-Built construction package*
- *Electronic and hardcopy submittal for Caltrans and City records*

## **V. PROJECT SPECIFIC QUALITY ASSURANCE AND QUALITY CONTROL PLAN REQUIREMENTS**

Quality Assurance (QA) encompasses all of the planned and systematic activities implemented within the quality system that can be demonstrated to provide confidence that a product or service will fulfill requirements for quality. Quality Control (QC) consists of operational techniques and activities used to fulfill requirements for quality. For environmental review process, preliminary engineering and final design, QC includes technical checking, review and design verification activities, while the QA activities includes the monitoring, surveillances, auditing and other means of oversight of the QC activities and documentation, to ensure completeness and adherence to the QC procedures.

A project specific quality management plan (herein referred to as a Project QA/QC Plan) shall be developed by the Consultant and submitted to SBCTA for review and approval. The Project QA/QC Plan shall describe how QA and QC will be executed and express by the Consultant and its subconsultants. In lieu of a Project QA/QC Plan, for small projects at the discretion of the SBCTA Director of Project Delivery, a copy of the Consultant's

standard QA and QC procedures that are to be followed by the Consultant team (including subconsultants) for the project, will be submitted to SBCTA for review and approval. The standard QA and QC procedures document and any appended project-specific processes, should address the same requirements listed below for the Project QA/QC Plan.

The following is a list of the minimum content and scope of what the Project QA/QC Plan shall contain. When submitted to SBCTA for review, the Project QA/QC Plan will be reviewed and assessed to ensure that these topic areas are covered and adequately addressed by the plan.

Project Introduction and Scope:

- Project description
- Scope of work
- Quality objectives
- List of deliverable documents for each milestone submittal

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 verification, QC review and technical checking, Project Management, Project QA 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:

- Detailed QA and QC schedule that provides the timing, durations, and dependencies for all QC technical checking, interdisciplinary reviews, internal design verification against project criteria, and internal QA audits.

SBCTA, TSP and Caltrans Reviews:

- Formal external (SBCTA, TSP and Caltrans) review schedules (Peer Reviews and Constructability Reviews).
- Processes for SBCTA and TSP Peer Review and Caltrans review comments tracking, response, resolution, checking of comment incorporation, and closure process.

Internal Reviews:

- Quality procedures related to interdisciplinary design review (IDR) process.
- Technical review of environmental reports.

### Management of Requirements:

- The requirements for the development of a Basis of Design report that includes a list of governing project criteria, source documents for the governing criteria, including those from Caltrans, SBCTA and local municipalities.
- 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:

- 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:
  - QC testing and validation of computer software used for the calculations
  - Checking of calculations and data (hand calculations and computer calculations input and output)
  - Checking of drawings and exhibits
  - Checking of specifications and contract documents
  - Checking of quantities and cost estimates
  - Review of studies or report-type documents
  - QC of CADD-produced documents
- Checklists to be used to verify: design criteria / technical compliance; submittal contents; CADD compliance; specifications compliance; calculations compliance; and milestone specific level of completion.

### Quality Assurance (QA) Procedures:

- The processes for QA monitoring, surveillances, and audits of the QC activities, including when QA audits are to be conducted prior to submittals, 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 and/or a separate project or firm document control plan.

## ***Minute Action***

AGENDA ITEM: 14

***Date:*** January 5, 2022

***Subject:***

State Route 210/Waterman Avenue Interchange Project City of San Bernardino Cooperative Agreement

***Recommendation:***

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

Approve Cooperative Agreement No. 22-1002720 with the City of San Bernardino (City), for the delivery of the Project Approval/Environmental Document, Plans, Specifications and Estimate, Right-of-Way and Construction phases of the State Route 210/Waterman Avenue Interchange Project, for a total funding of \$5,885,000 consisting of \$1,398,270, in City funds and \$4,486,730 of Measure I Valley Freeway Interchange Program funds.

***Background:***

The State Route (SR) 210/Waterman Avenue Interchange Project (Project) holds position No. 17 on the Measure I Valley Freeway Interchange Program priority list. The purpose of this agenda item is to move the Project into the next phases of work by instituting the necessary agreements and procurement documents to identify roles, responsibilities, and funding for the Project Approval/Environmental Document (PA/ED), Plans, Specifications and Estimate (PS&E), Right-of-Way (ROW), and Construction phases of the Project.

This Project will improve traffic operations and local circulation at the SR 210/Waterman Avenue intersection with East 30<sup>th</sup> Street and the eastbound SR 210 entrance ramp. The eastbound on-ramp will be widened to two lanes and the one southbound and northbound through lane will be converted into left-turn lanes. The proposed Project is consistent with the Circulation Element of the City of San Bernardino General Plan and would accommodate projected traffic volume through 2050. This will be a phased Project where the California Department of Transportation (Caltrans) will be providing improvements to the westbound off-ramp in a separate project.

The City of San Bernardino (City) submitted a letter on August 4, 2021, requesting San Bernardino County Transportation Authority (SBCTA) to administer the Project on behalf of the City. Cooperative Agreement No. 22-1002720 with the City and SBCTA, has been developed to identify SBCTA as the lead for the PA/ED, PS&E, ROW and Construction efforts, and the City as a Project partner. Project costs will be shared at 81.8%/18.2% split between SBCTA and the City, respectively, in accordance with the Development Mitigation Nexus Study.

The estimated cost for these phases and SBCTA Project Management is \$5,885,000, consisting of \$4,486,730 of Measure I Valley Freeway Interchange Program funds and \$1,398,270, of City funds. The City share includes \$400,000, for SBCTA Project Management. The estimated cost is based on an independent cost estimate by SBCTA. The cooperative agreement was presented and approved by the City of San Bernardino at their December 15, 2021 City Council Meeting. It should be noted that because this is a phased improvement, the maximum contribution from

*Entity: San Bernardino County Transportation Authority*

## Board of Directors Agenda Item

January 5, 2022

Page 2

SBCTA is \$8,180,000, which is the Public Share of a \$10 million Project cost, although the cost is expected to be well below \$10 million for this phase.

Staff recommends approval of this recommendation.

***Financial Impact:***

This item is consistent with the Fiscal Year 2021/2022 Budget under Task No. 0830 Interchange Projects, Sub-Task No. 0809 SR-210 Waterman Avenue Interchange.

***Reviewed By:***

This item was reviewed and recommended for approval (14-0-0) without a quorum of the Board present at the Board of Directors Metro Valley Study Session on December 9, 2021. SBCTA General Counsel and Risk Manager have reviewed this item and the draft cooperative agreement.

***Responsible Staff:***

Sal Chavez, Project Delivery Manager

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Approved  
Board of Directors  
Date: January 5, 2022

Witnessed By:

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San Bernardino County Transportation Authority

## General Contract Information

Contract No: 22-1002720 Amendment No.: \_\_\_\_\_

Contract Class: Receivable Department: Project Delivery

Customer ID: SB CI Customer Name: City of San Bernardino

Description: SR 210 Waterman Avenue Interchange Project

List Any Accounts Payable Related Contract Nos.: 22-1002727

Dollar Amount							
Original Contract		\$	1,398,270.00	Original Contingency		\$	-
Prior Amendments		\$	-	Prior Amendments		\$	-
Current Amendment		\$	-	Current Amendment		\$	-
Total/Revised Contract Value		\$	1,398,270.00	Total Contingency Value		\$	-
	Total Dollar Authority (Contract Value and Contingency)					\$	1,398,270.00

## Contract Authorization

Board of Directors Date: 01/05/2022 Board Item # 8215

## Contract Management (Internal Purposes Only)

Local Funding Agreement N/A

Accounts Receivable															
Total Contract Funding:		\$ 1,398,270.00				Funding Agreement No:		22-1002720							
Beginning POP Date:		01/05/2022				Ending POP Date:		12/31/2039		Final Billing Date:		12/31/2039			
Expiration Date:		12/31/2039													
Sub-							Sub-								
Fund	Prog	Task	Task	Revenue	Total Contract Funding:		Fund	Prog	Task	Task	Revenue	Total Contract Funding:			
GL:	6010	40	0830	0809	42421013	1,398,270.00	GL:						-		
GL:						-	GL:						-		
GL:						-	GL:						-		
GL:						-	GL:						-		
GL:						-	GL:						-		

Juan Lizarde

Project Manager (Print Name)

Henry Stultz

Task Manager (Print Name)

Additional Notes: Pending Revenue Code 42421004 will be updated once we receive Board approval on this item.

Attachment: 22-1002720\_CSS (8215 : SR 210/Waterman Ave IC Project - City Coop)

**COOPERATIVE AGREEMENT NO. 22-1002720**

**BETWEEN**

**SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY**

**AND**

**CITY OF SAN BERNARDINO**

**FOR**

**PROJECT APPROVAL AND ENVIRONMENTAL DOCUMENT (PA/ED),  
PLANS, SPECIFICATIONS AND ESTIMATE (PS&E), RIGHT OF WAY (ROW), AND  
CONSTRUCTION PHASES  
FOR THE WATERMAN AVENUE AT STATE ROUTE 210 (SR-210) INTERCHANGE  
IN THE CITY OF SAN BERNARDINO**

**I. PARTIES AND TERM**

- A. THIS COOPERATIVE AGREEMENT (“AGREEMENT”) is made and entered into by and between the San Bernardino County Transportation Authority (hereinafter referred to as “SBCTA”) and the City of San Bernardino (“CITY”), (SBCTA and CITY may be referred to herein individually as a “PARTY” and collectively as “PARTIES”).
- B. Unless this AGREEMENT is terminated early as provided in Section V, Paragraph E, this AGREEMENT shall terminate upon completion of the PARTIES obligations associated with the project approval and environmental document (“PA/ED”), plans, specifications and estimate (“PS&E”), right of way (“ROW”), and construction (“CONSTRUCTION”) phases described herein or December 31, 2026, whichever is earlier in time. The indemnification provisions identified in Section V, Paragraphs C through D shall survive the termination of this AGREEMENT. Should any claims arising out of this AGREEMENT be asserted against one of the PARTIES prior to the termination of this AGREEMENT, the AGREEMENT shall be extended until such time as the claims are settled, dismissed or paid.

**II. RECITALS**

- A. WHEREAS, CITY intends to initiate phased improvements of the Waterman Avenue at State Route 210 Interchange within the limits of the City of San Bernardino (“PROJECT”); and
- B. WHEREAS, planned improvements include converting one southbound and one northbound through lane into a left-turn lane and widening the eastbound on-ramp to two lanes, as further described in Attachments B-1 and B-2, attached hereto and made part of this AGREEMENT, and is defined as the “PROJECT”; and
- C. WHEREAS, the PROJECT, which is the first phase of improvements at Waterman Avenue at State Route 210, is identified as eligible in the Valley Interchange Phasing Program and is



included in the most recent 10-Year Delivery Plan and Nexus Study approved by the SBCTA Board of Directors; and

- D. WHEREAS, the PARTIES consider the PROJECT to be high priority and are willing to participate in funding the PROJECT pursuant to the provisions of the Nexus Study; and
- E. WHEREAS, the PARTIES wish to enter into this AGREEMENT to delineate roles, responsibilities, and funding commitments relative to Project Management, PA/ED, PS&E, ROW and CONSTRUCTION activities of the PROJECT; and
- F. WHEREAS, the CITY desires SBCTA to provide Project Management services, estimated at \$400,000, for the PROJECT, and understand it is the CITY's sole responsibility to pay 100% of the actual SBCTA Project Management costs in accordance with SBCTA Measure I Strategic Plan Policy 40006/VMS-29 and -30; and
- G. WHEREAS, the remaining PROJECT cost for the PA/ED, PS&E, ROW, and CONSTRUCTION phases, shall be funded with 18.2% Development Share funds and 81.8% Public Share funds, as defined by the Nexus Study and the SBCTA Measure I 2010-2040 Strategic Plan and Policy 40005/VFI-33; and
- H. WHEREAS, the SBCTA Valley Interchange Phasing Program Policy limits the total PROJECT cost to \$10 Million.

NOW, THEREFORE, for good and valuable consideration and the mutual promises contained herein, the PARTIES agree to the following:

### **III. SBCTA RESPONSIBILITIES**

SBCTA agrees:

- A. To be lead agency on Project Management, PA/ED, PS&E, ROW and CONSTRUCTION, and to diligently undertake and complete, the PA/ED, PS&E, ROW, and CONSTRUCTION work for the PROJECT, including the selection and retention of consultants. Performance of services under these consultant contracts shall be subject to the technical direction of the SBCTA's Director of Project Delivery, or his designee, with input and consultation from CITY. SBCTA shall ensure that consultants and contractors participating in PROJECT work are appropriately qualified or licensed to perform the tasks assigned to them, and shall be responsible for managing the quality of the PROJECT work.
- B. To contribute towards PA/ED, PS&E, ROW, and CONSTRUCTION phases of the PROJECT cost as shown in Attachment A. The actual cost of a specific phase may ultimately vary from the estimates provided in Attachment A, and should SBCTA's total share of the PA/ED, PS&E, ROW, and CONSTRUCTION phases exceed the estimates as shown in Attachment A, SBCTA agrees to entertain amendment of the AGREEMENT in good faith in accordance with Section

V, Paragraph A, below. However, in no case shall the SBCTA contribution exceed \$8,180,000 in accordance with Policy 40005/VFI-36.

- C. To prepare and submit to CITY signed invoices for reimbursement of allowable PROJECT expenditures. Invoices may be submitted to CITY as frequently as monthly.
- D. To establish and maintain an accounting system conforming to Generally Accepted Accounting Principles (“GAAP”) to support SBCTA’s request for reimbursement, payment vouchers, or invoices which segregate and accumulate costs of Project Management, PA/ED, PS&E, ROW, and CONSTRUCTION work elements and produce monthly reports which clearly identify reimbursable costs, matching fund costs, indirect cost allocation, and other allowable expenditures by SBCTA.
- E. To prepare a final accounting of expenditures, including a final invoice for the actual Project Management, PA/ED, PS&E, ROW, and CONSTRUCTION costs. The final accounting and invoice shall be submitted no later than one hundred and twenty (120) calendar days following the completion of this AGREEMENT and shall be submitted to CITY. The invoice shall include a statement that these PROJECT funds were used in conformance with this AGREEMENT and for those PROJECT-specific Project Management, PA/ED, PS&E, ROW, and CONSTRUCTION work activities.
- F. To cooperate in having a PROJECT-specific audit completed by CITY, at its option, upon completion of Project Management, PA/ED, PS&E, ROW, and CONSTRUCTION work. The audit should justify and validate that all funds expended on the PROJECT were used in conformance with this AGREEMENT.
- G. To reimburse CITY for costs that are determined by subsequent audit to be unallowable within ninety (90) calendar days of SBCTA receiving notice of audit findings, which time shall include an opportunity for SBCTA to respond to and/or resolve the finding. Should the finding not be otherwise resolved and SBCTA fails to reimburse monies due CITY within ninety (90) calendar days of audit finding, or within such other period as may be agreed between both PARTIES hereto, the CITY’s Council reserves the right to withhold future payments due SBCTA from any source under CITY’s control.
- H. SBCTA’s Director of Project Delivery is authorized to act on behalf of SBCTA under this Section of the AGREEMENT.
- I. To designate a responsible staff member that will be SBCTA’s representative in attending the Project Development Team (“PDT”) meetings, receiving day-to-day communication, and providing Project Management services.
- J. To complete review and provide comments on PROJECT documents in a timely manner that is consistent with the schedule.
- K. To provide CITY with a proposed project schedule to complete the PROJECT.

- L. To include CITY in PDT meetings and related communications on PROJECT progress as well as to provide CITY with copies of PDT meeting minutes and action items.
- M. To perform the design and construction in accordance with State and Federal standards and practices.
- N. To provide CITY, with a reasonable amount of review and approval time and an opportunity to review, comment on, and approve PA/ED, PS&E, ROW, and CONSTRUCTION documents.
- O. To apply for encroachment permits authorizing entry of SBCTA and its consultants and contractors onto CITY right of way to perform investigative activities, including surveying and geotechnical borings, and construction activities required by the PROJECT; and to receive encroachment permits from the CITY at no cost to SBCTA, its consultants, and contractors.
- P. To obtain, all necessary PROJECT permits, agreements and/or approvals from appropriate agencies; all necessary PROJECT permits, agreements, and/or approvals from the CITY shall be provided at no cost to SBCTA, its consultants, and contractors. All mitigation, monitoring, and/or remedial action required by said permits and/or agreements obtained from agencies other than the CITY shall constitute part of the PROJECT cost.
- Q. To provide all necessary ROW services to acquire rights-of-way for PROJECT through negotiated purchases of property, or if necessary, through Eminent Domain. All voluntary acquisitions will be acquired in the name of CITY for property in CITY's jurisdiction. If necessary, SBCTA will conduct Resolutions of Necessity hearings and acquire property in the name of SBCTA for the purposes of construction of the PROJECT and convey such property, or portions thereof, to CITY prior to the start of construction.
- R. To identify the utilities within the PROJECT area and coordinate with utility companies to determine their location, and if necessary, their relocation.
- S. To provide written notice to CITY upon SBCTA's determination that the PROJECT is substantially completed in accordance the plans and specifications. For the purpose of this AGREEMENT, "substantially completed" shall mean that the PROJECT can be reasonably be used for its intended purposes, notwithstanding that certain nonmaterial work remains to be completed, it being understood that SBCTA shall promptly pursue the completion of such nonmaterial work.
- T. Upon completion of construction of the PROJECT, SBCTA shall delivery to CITY a complete set of redline "as-built" plans of the PROJECT.
- U. To require all contractors and/or consultants under contract to perform services related to the PROJECT to include the CITY, its officers, directors, employees and agents as additional insureds and indemnify, defend, and hold harmless the CITY, its officers, directors, employees and agents from any liability, claims, demands, suits or actions which made be made by any person resulting from the PROJECT.

#### IV. CITY RESPONSIBILITIES

CITY agrees:

- A. To reimburse SBCTA for CITY's share of actual costs incurred towards the PA/ED, PS&E, ROW, and CONSTRUCTION phases of the PROJECT and for SBCTA's Project Management as shown in Attachment A. The actual cost of a specific phase may ultimately vary from the estimates provided in Attachment A, and should CITY's total share for the PA/ED, PS&E, ROW, and CONSTRUCTION phase with SBCTA's Project Management exceed the estimates as shown in Attachment A, CITY agrees to entertain amendment of the AGREEMENT in good faith and contribute these additional costs in accordance with Section V, Paragraph A, below.
- B. When conducting an audit of the costs claimed under the provisions of this AGREEMENT, to rely to the maximum extent possible on any prior audit of SBCTA performed pursuant to the provisions of State and Federal laws. In the absence of such an audit, work of other auditors will be relied upon to the extent that work is acceptable to CITY when planning on conducting additional audits.
- C. To designate a responsible staff member that will be CITY's representative in attending the PDT meetings, receiving day-to-day communication and reviewing the PROJECT documents.
- D. To review, provide comments on, and approve PROJECT documents within two (2) weeks of receiving the review request from SBCTA.
- E. CITY's Public Works Director is authorized to act on behalf of CITY under this Section of the AGREEMENT.
- F. To provide permits, inspections, reviews, acceptance of the transfer of title of properties and oversight at no cost to SBCTA or to consultants and contractors contracted by SBCTA to work on the PROJECT.
- G. To provide SBCTA copies of the franchise/utility agreements for the utilities in the PROJECT area for the purpose of determining prior rights and estimating utility relocation costs.
- H. To assist SBCTA as requested and when necessary exercise its rights under utility relocation law or under any franchise agreement, to cause each utility to relocate or rearrange its utility facility.
- I. To accept in writing the PROJECT within thirty (30) days of receipt of written notice from SBCTA that the PROJECT is substantially completed as described by Paragraph "O" in Section III, which acceptance shall not be unreasonably withheld or delayed. Withholding or delaying because of nonmaterial work remaining to be completed shall be deemed unreasonable.

- J. To accept conveyance of property acquired in the name of SBCTA for the purposes of construction of the PROJECT prior to the start of construction.
- K. CITY is responsible for all commitments which are part of their direct agreement with Caltrans, including but not limited to Freeway Maintenance Agreement, and Landscape and Aesthetic Maintenance Agreements

## V. **MUTUAL RESPONSIBILITIES**

The PARTIES agree:

- A. To abide by all applicable Federal, State and Local laws and regulations pertaining to the PROJECT, including policies in the applicable program in the Measure I 2010-2040 Strategic Plan, as amended, as of the Effective Date of this AGREEMENT. In the event SBCTA determines Project Management, PA/ED, PS&E, ROW, and CONSTRUCTION work may exceed the amounts identified in Attachment A of this AGREEMENT, SBCTA shall inform CITY of this determination and thereafter the PARTIES shall work together in an attempt to agree upon an amendment to the amounts identified in this AGREEMENT. In no event, however, shall the PARTIES be responsible for PROJECT costs in excess of the amounts identified in this AGREEMENT without a written amendment that is approved by the PARTIES.
- B. Eligible PROJECT reimbursements shall include only those costs incurred by SBCTA for PROJECT-specific work activities that are described in this AGREEMENT and shall not include escalation or interest.
- C. Neither SBCTA nor any officer, director, employee or agent thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this AGREEMENT. It is understood and agreed that, pursuant to Government Code Section 895.4, CITY shall fully defend, indemnify and save harmless SBCTA, its officers, directors, employees or agents from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this AGREEMENT.
- D. Neither CITY nor any officer, director, employee or agent thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by SBCTA and under or in connection with any work, authority or jurisdiction delegated to SBCTA under this AGREEMENT. It is understood and agreed that, pursuant to Government Code Section 895.4, SBCTA shall fully defend, indemnify and save harmless CITY, its officers, directors, employees or agents from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by SBCTA under or in



connection with any work, authority or jurisdiction delegated to SBCTA under this AGREEMENT.

- E. This AGREEMENT will be considered terminated upon completion of PROJECT closeout and reimbursement of eligible costs by CITY. Notwithstanding any other provision herein, to the extent consistent with the terms and obligations hereof, any PARTY may terminate this AGREEMENT at any time, with or without cause, by giving thirty (30) calendar days written notice to the other PARTY. In the event of a termination, the PARTY terminating this AGREEMENT shall be liable for any costs or other obligations it may have incurred under the terms of the AGREEMENT prior to termination.
- F. The Recitals to this AGREEMENT are true and correct and are incorporated into this AGREEMENT.
- G. All signatories hereto warrant that they are duly authorized to execute this AGREEMENT on behalf of said PARTY and that by executing this AGREEMENT, the PARTIES hereto are formally bound to this AGREEMENT.
- H. This AGREEMENT shall be governed by and construed in accordance with the laws of the State of California. All PARTIES agree to follow all applicable local, state, county and federal laws and ordinances with respect to performance under this AGREEMENT.
- I. The PARTIES agree that each PARTY and any authorized representative, designated in writing to the PARTIES, and upon reasonable notice, shall have the right during normal business hours to examine all PARTIES' financial books and records with respect to this AGREEMENT. The PARTIES agree to retain their books and records for a period of five (5) years from the later of: a) the date on which this AGREEMENT terminates; or b) the date on which such book or record was created.
- J. If any clause or provisions of this AGREEMENT is illegal, invalid or unenforceable under applicable present or future laws, then it is the intention of the PARTIES that the remainder of this AGREEMENT shall not be affected but shall remain in full force and effect.
- K. This AGREEMENT cannot be amended or modified in any way except in writing, signed by all PARTIES hereto.
- L. Neither this AGREEMENT, nor any of the PARTIES rights, obligations, duties, or authority hereunder may be assigned in whole or in part by either PARTY without the prior written consent of the other PARTY in its sole, and absolute, discretion. Any such attempt of assignment shall be deemed void and of no force and effect.
- M. No waiver of any default shall constitute a waiver of any other default whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a PARTY shall give the other PARTY any contractual rights by custom, estoppel, or otherwise.

- N. In the event of litigation arising from this AGREEMENT, each PARTY to this AGREEMENT shall bear its own costs, including attorney(s) fees. This paragraph shall not apply to the costs or attorney(s) fees relative to paragraphs C and D of this Section.
- O. This AGREEMENT may be signed in counterparts, each of which shall constitute an original. This AGREEMENT is effective and shall be dated on the date executed by SBCTA ("Effective Date"), following execution by both PARTIES.
- P. Any notice required, authorized or permitted to be given hereunder or any other communications between the PARTIES provided for under the terms of this AGREEMENT shall be in writing, unless otherwise provided for herein, and shall be served personally or by reputable courier addressed to the relevant party at the address/fax number stated below:

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

If to CITY: Alex Qishta, City Engineer and  
 Interim Public Works Director  
 201 North E Street, Suite 200  
 San Bernardino, CA 92401  
 Telephone: (909) 384-5019

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

-----SIGNATURE PAGE TO FOLLOW-----

**SIGNATURE PAGE TO  
COOPERATIVE AGREEMENT NO. 22-1002720  
BETWEEN  
SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY  
and CITY OF SAN BERNARDINO**

**SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY**

**CITY OF SAN BERNARDINO**

By: \_\_\_\_\_  
Curt Hagman  
President, Board of Directors

By: \_\_\_\_\_  
Robert D. Field  
City Manager

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

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

APPROVED AS TO FORM:

APPROVED AS TO FORM:

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

By: \_\_\_\_\_  
\_\_\_\_\_  
City Attorney

CONCURRENCE:

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



## Attachment A

### Project Scope:

At the Waterman Avenue State Route 210 (SR 210) interchange, convert southbound and northbound through lane into a left-turn lane and widen eastbound on-ramp to two lanes..

### Project Cost Estimate and Funding Shares:

SBCTA's Share: Public Share: 81.8%

City's Share: Development Share or Local Share: 18.2% (City of San Bernardino)

Phase	Estimated Cost <sup>1</sup>	Public Share	Development Share
PA/ED	\$190,000	\$155,420	\$34,580
PS&E	\$460,000	\$376,280	\$83,720
ROW	\$0	\$0	\$0
CONSTRUCTION	\$4,835,000	\$3,955,030	\$879,970
SBCTA Project Management	\$400,000	\$0	\$400,000
Total	\$5,885,000	\$4,486,730	\$1,398,270

<sup>1</sup>Estimated cost assumes analysis of one build alternative.

### Project Milestones:

Milestone <sup>1</sup>	Actual (Forecast)
Start of Project Approval and Environmental Document Phase (PA/ED)	(08/2022)
Environmental Approval	(08/2023)
Design Approved and ROW Certified	(08/2024)
Begin Construction	(02/2025)
End Construction	(01/2026)

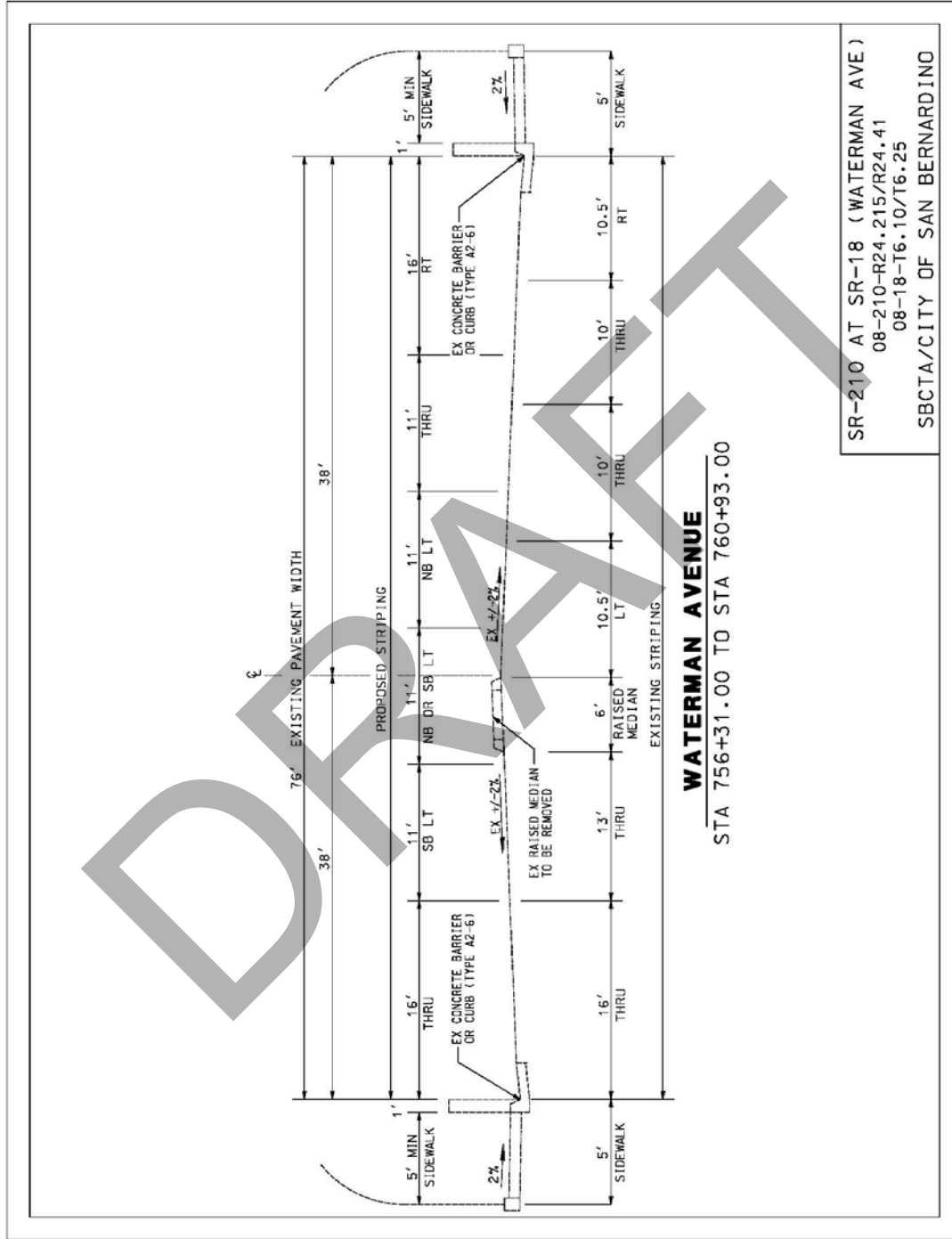
<sup>1</sup>Milestone assumes analysis of one build alternative. Anticipated environmental determination under CEQA is a Categorical Exemption and under NEPA a Categorical Exclusion.

## 22-1002720



## Attachment B-2

### CONCEPTUAL CROSS SECTION



## *Minute Action*

### AGENDA ITEM: 15

***Date:*** January 5, 2022

***Subject:***

Toll Revenue Policy and Clean Truck Program for the Interstate 10 and US 395 Corridors in San Bernardino County

***Recommendation:***

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

A. Adopt the following toll revenue policy for Interstate 10 (I-10) Express Lanes Contract 2:

1. Operate the Express Lanes System
2. Maintain the Express Lanes System
3. Maintain Measure I Debt Service Payments
4. Contribute to Clean Truck Program in the I-10 Corridor
5. Complete the Express Lane System
6. Implement Transit and Corridor Improvements in the I-10 Corridor

B. Direct staff to develop a Clean Truck Program and Implementation Plan incorporating the I-10 Express Lanes Contract 2 Toll Revenue Policy for I-10 and the California Transportation Commission's proposed clean truck fueling infrastructure funding opportunity through the Trade Corridor Enhancement Program (TCEP) for both I-10 and the US 395.

***Background:***

The San Bernardino County Transportation Authority (SBCTA) is preparing to submit grant applications and/or project nominations over the next several months for two of the State of California's primary competitive infrastructure grant programs: the Senate Bill 1 (SB 1) Road Repair and Accountability Act and the Transit and Intercity Rail Capital Program (TIRCP). The grant application strategy was presented in the November 3, 2021 SBCTA Board of Directors (Board) meeting agenda.

The grant application strategy underlines the importance of being responsive to the guiding principles of the Climate Action Plan for Transportation Infrastructure (CAPTI) adopted by the California State Transportation Agency (CalSTA) in July 2021. There are ten guiding principles within CAPTI, two of which relate to the objective of accelerating the transition to cleaner truck fleets:

- **Including investments in light, medium, and heavy-duty zero-emission vehicle (ZEV) infrastructure** as part of larger transportation projects. Support the innovation in and development of the ZEV market and help ensure ZEVs are accessible to all, particularly to those in more rural or remote communities.
- **Developing a zero-emission freight transportation system** that avoids and mitigates environmental justice impacts, reduces criteria and toxic air pollutants, improves freight's economic competitiveness and efficiency, and integrates multimodal design and planning into infrastructure development on freight corridors.

These principles are now being reflected in draft guidelines being prepared for the SB 1 Trade Corridor Enhancement Program, Cycle 3, by the California Transportation Commission (CTC).

*Entity: San Bernardino County Transportation Authority*

Based on the need to prepare competitive grant applications that address CAPTI, SBCTA has made initial presentations regarding Interstate 10 (I-10) Corridor Contract 2 on the potential for a clean truck program to the I-10 and I-15 Joint Sub-Committee, a standing sub-committee established by the SBCTA Board to help guide the development of express lane projects on those facilities. The initial concept has been to adopt a tolling policy for the proposed I-10 Corridor Contract 2 (between I-15 and Pepper Avenue) that would allow for excess toll revenue to be used as a source of funding to incentivize the purchase of clean trucks for local businesses and trucking firms within the corridor. This concept was first introduced to the Joint Sub-Committee at its September 9, 2021 meeting, which directed staff to further explore the concept. This resulted in SBCTA staff reaching out to the South Coast Air Quality Management District (SCAQMD) as well as to CALSTART, the entity managing clean truck programs for the California Air Resources Board. Both SCAQMD and CALSTART staff were supportive of further dialogue on a clean truck program that could be focused on incentives within the I-10 corridor in San Bernardino County.

In further development in late October, a draft of the Trade Corridor Enhancement Program (TCEP) guidelines being prepared by the CTC contains additional language that allows zero emission (ZE) and near-zero emission (NZE) alternative fueling infrastructure to be eligible for TCEP funding, in conjunction with a larger freight infrastructure project. The specific language is:

*“Eligible projects also include freight infrastructure (excluding vehicles) that enables zero-emission and near zero-emission goods movement, or environmental/community mitigation that occurs as part of a freight infrastructure project.”*

This funding opportunity not only fits well within the I-10 corridor, but it also fits well within the US 395 corridor, which represents the second freight project anticipated as a TCEP Cycle 3 application, to be titled “US 395 Corridor Freight and Safety Project” between I-15 and State Route (SR) 18. The use of excess toll revenue for clean trucks as well as the CTC’s TCEP proposal for clean fueling infrastructure address objectives of both the SCAQMD and the Mojave Desert Air Quality Management District (MDAQMD) to reduce the particulates and oxides of nitrogen (NOx) being emitted from the freight sector, with diesel trucks being a primary contributor. Both SCAQMD and the MDAQMD have incentive funding programs for clean trucks and fueling infrastructure, and it is expected that these programs would be the most appropriate avenues for managing the distribution of revenue generated via tolls from the I-10 Contract 2 project and via TCEP funding contributions for clean fueling infrastructure for both the I-10 Contract 2 and US 395 corridors.

### **Part 1 of the Recommendation – Toll Revenue Policy**

As a result of the above opportunities, two recommendations were drafted and presented to the I-10 and I-15 Joint Sub-committee at its November 10, 2021 meeting. They were presented in two parts, the first of which was focused on the use of excess toll revenue from I-10 Corridor Contract 2 to incentivize the purchase of clean trucks by local businesses. It should be noted that the Board adopted a toll revenue policy in April 2015 to generally apply to all the toll lane projects in the Valley. This policy consists of the following priorities for the use of toll revenue:

1. Operate the Express Lanes System
2. Maintain the Express Lanes System
3. Pay Express Lanes Debt Service
4. Complete the Express Lanes System
5. Pay back the Measure I contribution
6. Implement Transit and Corridor Improvements within I-10 and I-15 Corridors

As indicated in Recommendation A, the proposal for the next I-10 segment from I-15 to Pepper Avenue is to adopt a toll revenue policy specific to I-10 Contract 2 that includes a clean truck incentive program. The recommended policy includes the following expenditure priorities:

1. Operate the Express Lanes System
2. Maintain the Express Lanes System
3. Maintain Measure I Debt Service Payments
4. Contribute to Clean Truck Program in the I-10 Corridor
5. Complete the Express Lane System
6. Implement Transit and Corridor Improvements in the I-10 Corridor

It should be noted that “Contribute to clean truck incentive program” is placed in priority 4. It is anticipated that SBCTA will need to borrow against the future Measure I revenue stream to be able to build the I-10 project from I-15 to Pepper Avenue on schedule. The need for toll revenue bonds is not anticipated. As long as the SBCTA is keeping up with Measure I debt service payments, a portion of excess revenue could be used for clean truck incentives. This does not commit the Board to approving a specific contribution to the incentive program. Rather, the Board would have approval authority over each contribution. The amount could be set periodically, such as annually as part of the Board-approved budgeting process.

It should also be noted that Assembly Bill (AB) 914, the enabling legislation for SBCTA’s tolling authority, would allow for the use of excess toll revenue to incentivize clean trucks within the I-10 corridor. The language in AB 914 governing use of excess revenue states that the excess revenue “... shall be used exclusively for the benefit of the transportation corridors included in the value-pricing program ....” The language also includes examples of potential uses of excess revenue, such as transit service and operational/capacity improvements within the same corridor, but states that the uses “need not be limited to” the examples cited in AB 914. A full excerpt of Section 4, relating to the use of excess revenue, is provided in Attachment 1 to this agenda item.

## **Part 2 of the Recommendation – Use of TCEP Funding for Fueling Infrastructure**

In Part 2 of the recommendation, the focus is on incentives for clean fueling infrastructure for both ZE and NZE freight for both the I-10 and US 395 corridors. For this portion of the Clean Truck Program, SBCTA would work with SCAQMD, MDAQMD and California Energy Commission on an implementation plan to:

- Incorporate zero-emission and near zero-emission fueling infrastructure into SBCTA’s I-10 and US 395 TCEP applications.
- Begin outreach to the private sector on clean fueling infrastructure opportunities in the I-10 and US 395 corridors.

- Develop a fueling infrastructure implementation plan that could be used to assist local freight and logistics businesses with zero and/or near-zero emission fueling installations.

The responsibility of SBCTA would be to include requests for TCEP funding in upcoming SB 1 funding applications for both the I-10 Corridor Freight and Managed Lane Project (I-15 to Pepper Avenue) and the US 395 Corridor Freight and Safety Project (I-15 to SR-18). A specific amount for the funding requests is yet to be determined.

If TCEP funding were to be awarded, SBCTA would be the recipient of those funds and either contribute those funds to SCAQMD and MDAQMD to use within the corridors as specified in the grant or work directly with an entity responsible for implementing clean truck fueling infrastructure in those corridors. It is not expected that SBCTA would directly manage an incentive program or install fueling infrastructure. Rather, contributions of the funds would be made to entities that had that responsibility as their core business. The TCEP awards will not be adopted by the CTC until June 2023. Excess toll revenues would not be available until the I-10 project becomes operational, would be dependent on the level of revenue generation, and be subject to Board approval. In other words, there are at least two years before any revenue would be received for application to these programs.

### **Rationale for Proposal**

Both the I-10 Contract 1 and I-15 Contract 1 were put forward for SB 1 funding in Cycles 1 and 2, focusing primarily on the TCEP funding. Even though applications for Solutions for Congested Corridors Program (SCCP) funding were also submitted for both segments, the major SB 1 funding commitments for these projects were ultimately from the TCEP program. In large part, this is because a substantially larger pool of funding was available through TCEP than for the SCCP, due to the large amount of Federal Fixing America's Surface Transportation (FAST) Act freight funding rolled into the TCEP program. The earlier phase of US 395 improvement (between SR-18 and Chamberlaine Way) also received TCEP funding in Cycle 1. In other words, TCEP funding has been critically important to the funding of major SBCTA projects.

There are multiple reasons why a Clean Truck Program tied to the I-10 and US 395 projects makes sense, as SBCTA competes for future SB 1 funding:

- It is imperative that the I-10 and US 395 projects be eligible for TCEP freight funding. While construction of the I-10 express toll lanes themselves may have benefit to freight by opening up more room for freight on the general purpose lanes, the express lanes are not perceived by the state to be freight-focused. In the first I-10 and I-15 segments, the projects also included strategic auxiliary lane additions or improvements, and these were clearly freight-related, with direct benefits to freight bottlenecks. The next segment of I-10 (Contract 2) is also proposed to include auxiliary lanes, but the incorporation of a clean truck program into the mix will significantly strengthen the competitive position of the I-10 and US 395 projects for SB 1 TCEP funding.
- The proposed Clean Truck Program is directly related to CAPTI and to incentive funding initiatives from the California Air Resources Board, SCAQMD, and MDAQMD.

- The Clean Truck Program will be of direct benefit to disadvantaged communities in the two corridors, and will also bolster San Bernardino County's effort to address its equity goals.
- SBCTA's ability to devote other funding to a targeted Clean Truck Program is very limited.
- The funding can be administered through existing clean truck incentive programs, as described earlier, with the additional caveat that the funding be focused on specific corridors in San Bernardino County. Piggybacking on existing operational clean truck programs will simplify administration and minimize administrative expenses. Delineation of a "geographically eligible area" for expenditure of these funds will be required, as well as other eligibility criteria. This will ensure that funds remain primarily in San Bernardino County and benefit San Bernardino County residents, businesses, and individuals involved in the trucking industry.

***Financial Impact:***

This item has no impact on the Fiscal Year 2021/2022 Budget.

***Reviewed By:***

This item was reviewed by the I-10 and I-15 Joint Sub-Committee on November 10, 2021 and was reviewed and recommended for approval (13-0-0) without a quorum of the Board present at the Board of Directors Metro Valley Study Session on December 9, 2021.

***Responsible Staff:***

Steve Smith, Director of Planning

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Approved  
Board of Directors  
Date: January 5, 2022

Witnessed By:



**Attachment 1****Excerpt from Section 4 of Assembly Bill 914 (the enabling legislation for SBCTA tolling projects) regarding the use of excess toll revenue**

*(4) All revenue generated pursuant to paragraph (3) in excess of the expenditure needs of that paragraph shall be used exclusively for the benefit of the transportation corridors included in the value-pricing program created pursuant to this section. These excess revenue expenditures shall be described in an excess revenue expenditure plan developed in consultation with the department and adopted and periodically updated by the board of directors of the San Bernardino County Transportation Commission and may include, but need not be limited to, the following eligible expenditures:*

*(A) Expenditures to enhance transit service designed to reduce traffic congestion within the transportation corridors included in the value-pricing program created pursuant to this section. Eligible expenditures include, but are not limited to, transit operating assistance, the acquisition of transit vehicles, and transit capital improvements otherwise eligible to be funded under the state transportation improvement program pursuant to Section 164.*

*(B) Expenditures to make operational or capacity improvements designed to reduce traffic congestion or improve the flow of traffic in the transportation corridors included in the value-pricing program created pursuant to this section.*

*Eligible expenditures include, but are not limited to, any phase of project delivery to make capital improvements to on ramps, off ramps, connector roads, roadways, bridges, or other structures that are necessary for or related to the tolled or nontolled transportation facilities in the transportation corridors included in the value-pricing program created pursuant to this section.*

## ***Minute Action***

### AGENDA ITEM: 16

***Date:*** January 5, 2022

***Subject:***

Request for Proposals No. 22-1002744 for On-call Transit and Rail Services

***Recommendation:***

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

Authorize the Executive Director, or his designee, to release the Request for Proposals No. 22-1002744, for qualified firms to provide On-Call Transit and Rail Services.

***Background:***

San Bernardino County Transportation Authority (SBCTA) staff is recommending release of an On-Call Transit and Rail Services Request for Proposals (RFP) to support the activities necessary to develop, study, plan, design, and implement a variety of projects, studies, and goals as they relate to transit, rail, and mobility for SBCTA. The On-Call Services bench of qualified professionals is intended to provide efficiency and streamline the procurement of services in order to meet project schedules and address the priorities of the SBCTA Board of Directors (Board) as it relates to these programs. As done with the current On-Call Services bench, it can also be used to support the efforts of the transit operators in San Bernardino County.

Once the bench has been established, Contract Task Orders (CTO) will be procured primarily on a competitive basis, and issued as appropriate to the firms based on SBCTA's needs, nature of work, staff availability, quality of team, and ability to deliver the project/task on schedule and within project budget. On a limited basis, based on area of expertise, a CTO may be issued directly to a specific firm. SBCTA's Procurement and Special Risk Assessment Policy No. 11000 allows the Executive Director, or his designee, to approve CTOs up to \$500,000. The proposed duration of each contract is five (5) years with two one-year options. The combined contract authorization amount for the initial five (5) year term is proposed to be \$20,000,000. Approval of the final contract amount, contract term, and any exception to policy will be presented to the Board as part of the recommendation of the associated contracts following the RFP process.

In order to reach out to a wider network of firms, this RFP may be advertised on organization websites such as:

- Southern California Black Chamber (Black Chamber of Commerce - Inland Empire)
- Asian Business Association - Inland Empire
- Asian Indian Chamber of Commerce of the Inland Empire
- Intelligent Transportation Society of California (ITS CA)
- Asian American Architects and Engineers Association (AAa/e) of Southern California
- Women's Transportation Seminar (WTS) Inland Empire
- American Council of Engineering Companies (ACEC) Riverside/San Bernardino Chapter
- American Society of Civil Engineers
- National Latina Business Women Association - Inland Empire (NLBWA-IE)
- National Society of Black Engineers Inland Empire
- Inland Empire Hispanic Leadership Council

*Entity: San Bernardino County Transportation Authority*

## Board of Directors Agenda Item

January 5, 2022

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- National Association of Women Business Owners
- Women's Business Enterprise Council
- Engineering News - Record
- Construction Executive
- Construction Business Owner
- City newsletters (throughout region both online and in print)
- Los Angeles County Metropolitan Transportation Authority Metro certified Small Business Enterprise firms list

Since the Architect/Engineer community prefers Twitter and LinkedIn for social media, staff will also consider advertising on these platforms.

Similar to the current and successful On-Call Services contract benches in place at SBCTA, the proposed RFP for On-Call Services will allow staff the flexibility of selecting a most qualified team based on a CTO process that provides best value. This procurement process is also consistent with industry standards across other transportation agencies in Southern California.

In summary, the above solicitation will increase efficiencies, provide flexibility, potentially reduce staff costs, and streamline project delivery and program tasks.

***Financial Impact:***

This item has no financial impact on the Fiscal Year 2021/2022 Budget.

***Reviewed By:***

This item was reviewed and unanimously recommend for approval by the Transit Committee on December 9, 2021. SBCTA General Counsel and Procurement Manager have reviewed this item and the draft Scope of Work.

***Responsible Staff:***

Carrie Schindler, Director of Transit and Rail Programs

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Approved  
Board of Directors  
Date: January 5, 2022

Witnessed By:

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San Bernardino County Transportation Authority

**Exhibit “A”**  
**Scope of Work**  
**RFP No. 22-1002744**  
**On-call Transit and Rail Services**

**GENERAL**

The services to be provided by the Consultant for this Request for Proposal (RFP) may include all work necessary to support the activities necessary to develop, study, plan, design, and implement a variety of projects, studies, and goals as they relate to transit, rail, and mobility for San Bernardino County Transportation Authority (SBCTA). The On-Call services bench of qualified professionals is intended to provide efficiency and streamline the procurement of services that in general include services designed to assist San Bernardino County Transportation Authority (SBCTA) to meet project schedules.

Consultant will provide a variety of services with respect to the development and expansion of transit and rail systems from inception through implementation of revenue service, including emerging technologies and alternative fuels. This includes, but is not limited to, strategic planning, environmental, design, construction services support, and revenue service implementation activities. Projects include rail and transit infrastructure, multi-modal transit centers, maintenance facilities, and ancillary support facilities. Further, services may include review of development/entitlement projects, minimum parking requirements, evaluations of community requests related to transit and rail services, development of strategic initiatives, studies, analyses, and other general services.

SBCTA will require Contract Task Orders (CTO) for individual activities with finite scopes of work which will be procured primarily, but not exclusively, on a competitive basis. CTOs will be issued as appropriate to the firms based on SBCTA's needs, nature of work, staff availability, qualifications of the proposed staff, quality of team as a whole, and ability to deliver the respective scope of work on schedule and within budget. Based on area of expertise, CTOs may be issued directly to a specific firm to support necessary project task requirements.

SBCTA shall require Consultant(s): to submit all necessary documentation required in the RFP to support their respective qualifications that meet the needs of the On-Call Transit and Rail Services to be procured. The proposer shall demonstrate their ability to add the necessary firms and personnel who have the ability to perform the work pertaining to the required services. The qualifications at a minimum should include staff resumes and related project experience. Other supporting tasks may be required by SBCTA for each Contract Task Order as necessary to perform the required work.

## ***Minute Action***

AGENDA ITEM: 17

***Date:*** January 5, 2022

***Subject:***

San Bernardino County Multimodal Transportation Quarterly Update

***Recommendation:***

Receive and file the San Bernardino County Multimodal Transportation Quarterly Update.

***Background:***

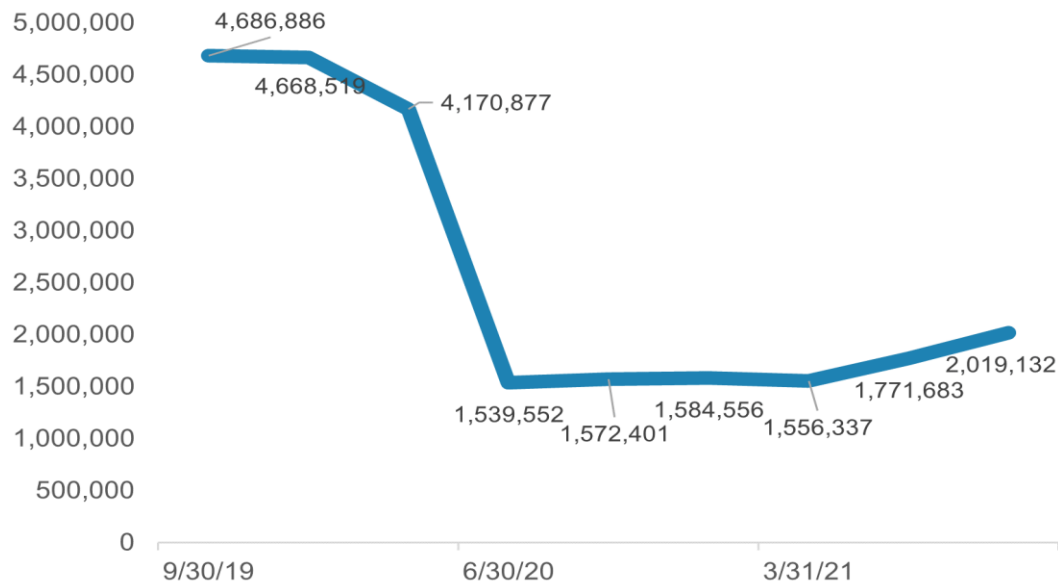
Multimodal services are an important part of how people travel throughout San Bernardino County. This is reflected in projects and programs the San Bernardino County Transportation Authority (SBCTA) is currently constructing and managing, as well as its involvement with the transit operators and the Southern California Regional Rail Authority (SCRRA). Although SBCTA's primary responsibility to the operators is to allocate funding, SBCTA is still required to be tuned in to the trends and statistics of its operators. To help facilitate this, as well as keeping the SBCTA Transit Committee and Board of Directors apprised of this information, SBCTA staff, in consultation with the transit operators, SCRRA and AMMA Transit Planning, created the San Bernardino County Multimodal Transportation Quarterly Report (Report).

The primary source of data used in the Report is from TransTrack. TransTrack is a county-wide transit performance software that the San Bernardino County transit operators, except SCRRA, use to provide operations and financial data on a monthly basis. This allows SBCTA to pull data reports independently from the transit operators. The other source of data for this report came from transit operators' staff as well as their respective Board of Directors agenda reports. This allows for collaboration between SBCTA staff and the operators' staff to ensure that an accurate picture is being presented. The data is collected directly from SCRRA and reviewed as part of the SCRRA Member Agency Advisory Committee (MAAC) activities.

The purpose of the Report is to identify the range of public transportation options available, provide high level information about services, and report on current initiatives being worked on by the operators and SBCTA. It also tracks key performance indicator trends. Attached is the report for the Fourth Quarter Fiscal Year (FY) 2020/2021 as well as for the First Quarter for FY 2021/2022 which encompasses data beginning April 2021 through September 2021.

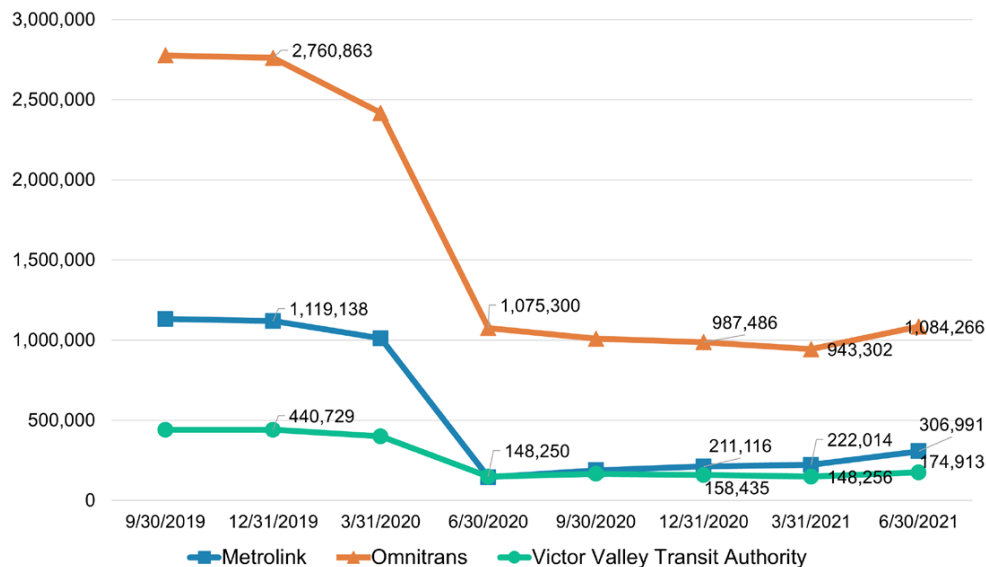
After the steep decline in ridership at the beginning of the pandemic, transit ridership held steady for months, and is now slowly growing. The county saw almost 250,000 additional riders in the first quarter FY 21/22 over the prior fourth quarter FY 20/21 period. This marks the second quarter of modest growth after five declining quarters.

**Exhibit 2 (From Report), Quarterly System-wide Ridership**



The largest operators saw steady gains in ridership, providing 1.8 million trips during this reporting period. Omnitrans trips grew 11% over the prior quarter to 1.2 million. Metrolink climbed to over 300,000 trips provided on its lines to San Bernardino, 22% over the prior quarter. Victor Valley Transit Authority (VVTA) grew 5% compared to the prior quarter, providing 175,000 trips in the first quarter.

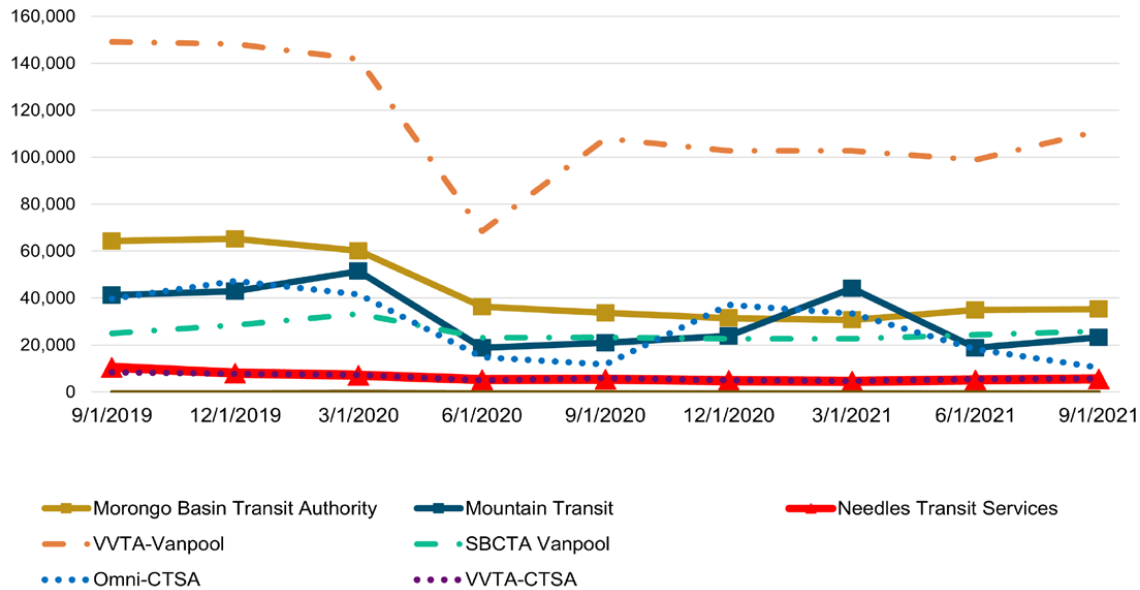
**Exhibit 3 (From Report), Larger Operators Quarterly Ridership**



Among the smaller programs, each of the public transit providers saw increased trip-making, most with single-digit increases over prior quarters. The exception is VVTA's vanpool program which saw the greatest growth, a 12% increase over the prior quarter, as workers began again to return to workplaces down-the-hill. SBCTA's vanpool and the VVTA Consolidated

Transportation Services Agency (CTSA) programs each saw modest increases while the Omnitrans CTSA saw a decline, with some of its partner programs not returning to operation.

**Exhibit 4 (From Report), Smaller Operators/Programs Quarterly Ridership**



The operators have continued to work diligently to provide quality service to their riders.

Omnitrans introduced service changes in early August 2021 to align with the beginning of the school year. Some changes included restoring frequency on several routes and the return of Route 67. Route 67 serves Fontana and Chaffey College via Baseline. Another highlight was the launch of OmniRide on-demand service in Upland.

VVTA continued focusing on community service throughout the pandemic, including participating in the Hesperia Days Parade with the Rock'n Our Disabilities Foundation and offering free rides on Car Free Day. VVTA also promoted vaccinations through a partnership with St. Mary Medical Center and SBCTA. In mid-August 2021, VVTA introduced an enhancement to Route 15 to improve access to Cal State University San Bernardino: the Howling Express runs directly from Cal State San Bernardino at 5:35pm to the Victor Valley Transportation Center every weekday with no stops in between.

Morongo Basin Transit Authority (MBTA) supported the Morongo Basin community during the pandemic by promoting vaccination events and promoting free rides on Car Free Day with the "Welcome Back" campaign. MBTA also utilized the campaign to target riders that had not returned during the pandemic. MBTA Transportation Assistant Grant (TAG) grantees are enhancing services to respond to COVID-19 related needs. Reach Out Morongo Basin attributes MBTA's TAG funding to serving 120 home-bound seniors over 28,000 meals during the FY 2020/2021 funding cycle.

One recent effort by Mountain Transit (MT), is the Free Trolley service for the Big Bear Valley. Approved in August 2021, this two-year transit demonstration project commenced in

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October 2021 and will run through October 2023. The project will include an extensive marketing effort and is anticipated to address the increasing concerns of traffic congestion, air quality preservation and reliable transportation for our workforce, residents and visitors in the Big Bear Valley.

Needles Transit Service, new Shopper Shuttle, is connecting Needles residents to desperately needed fresh groceries and other shopping. In July 2021 the Shopper Shuttle served 13 passengers, in August 2021 it served 8 passengers (16 one-way trips), and in September 2021 it provided 26 one-way trips to grocery stores in Fort Mohave.

In October 2021, Metrolink made time adjustments to many trains to increase connectivity and improve on-time performance as they continue to address and improve service recovery. On September 22, 2021, Metrolink participated in Car Free Day which offered a free round-trip to anyone who downloaded and registered to take a trip using the Metrolink mobile app.

Lastly, all six transit agencies have continued to work with SBCTA's Multimodal Working Group during the past calendar year. SBCTA staff appreciates their involvement and their willingness to help promote transit, not just their efforts as an agency, but efforts to help promote all transit within the county.

***Financial Impact:***

This item has no financial impact on the Fiscal Year 2021/2022 Budget.

***Reviewed By:***

This item was received by the Transit Committee on December 9, 2021.

***Responsible Staff:***

Nancy Strickert, Transit Program Manager

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Approved  
Board of Directors  
Date: January 5, 2022

Witnessed By:



# **FY 2020/2021 Fourth Quarter Transit & FY 2021/2022 First Quarter Multimodal Transportation Quarterly Update**

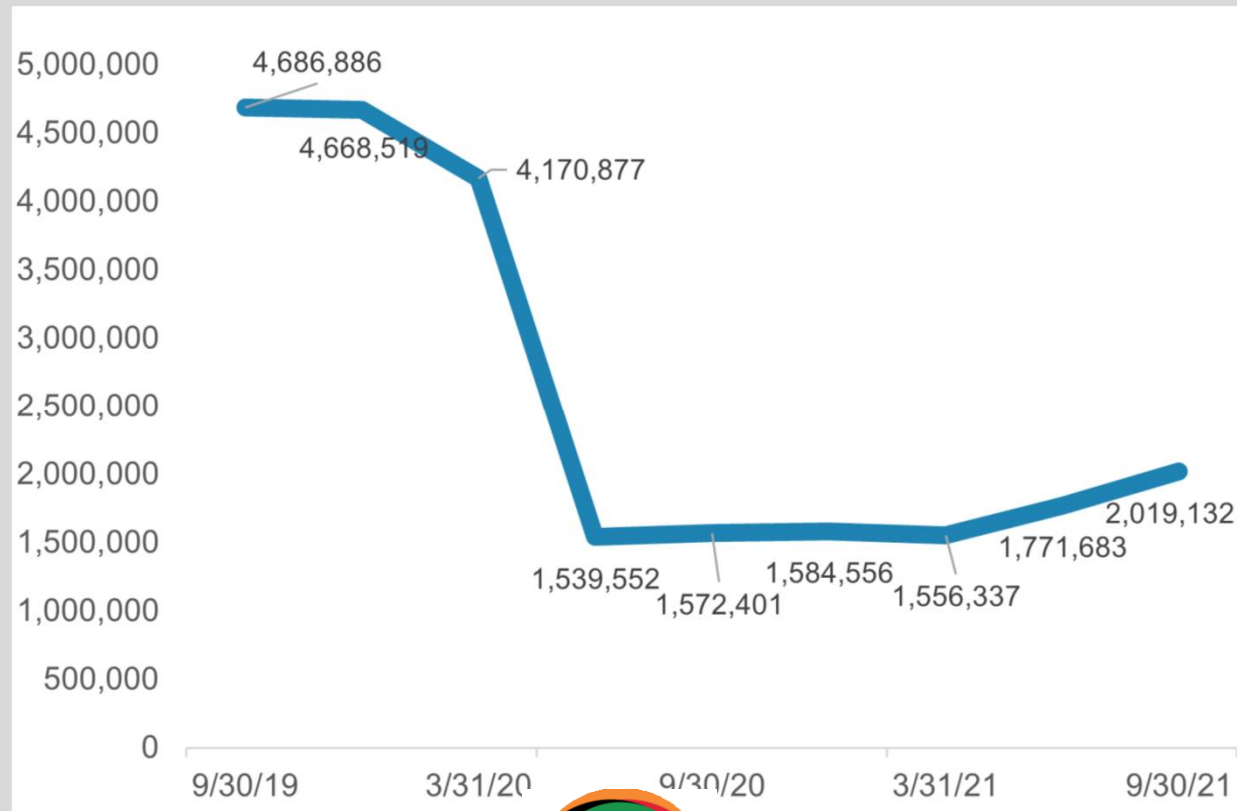
**Nicole Soto**  
**Multimodal Mobility Programs Administrator**



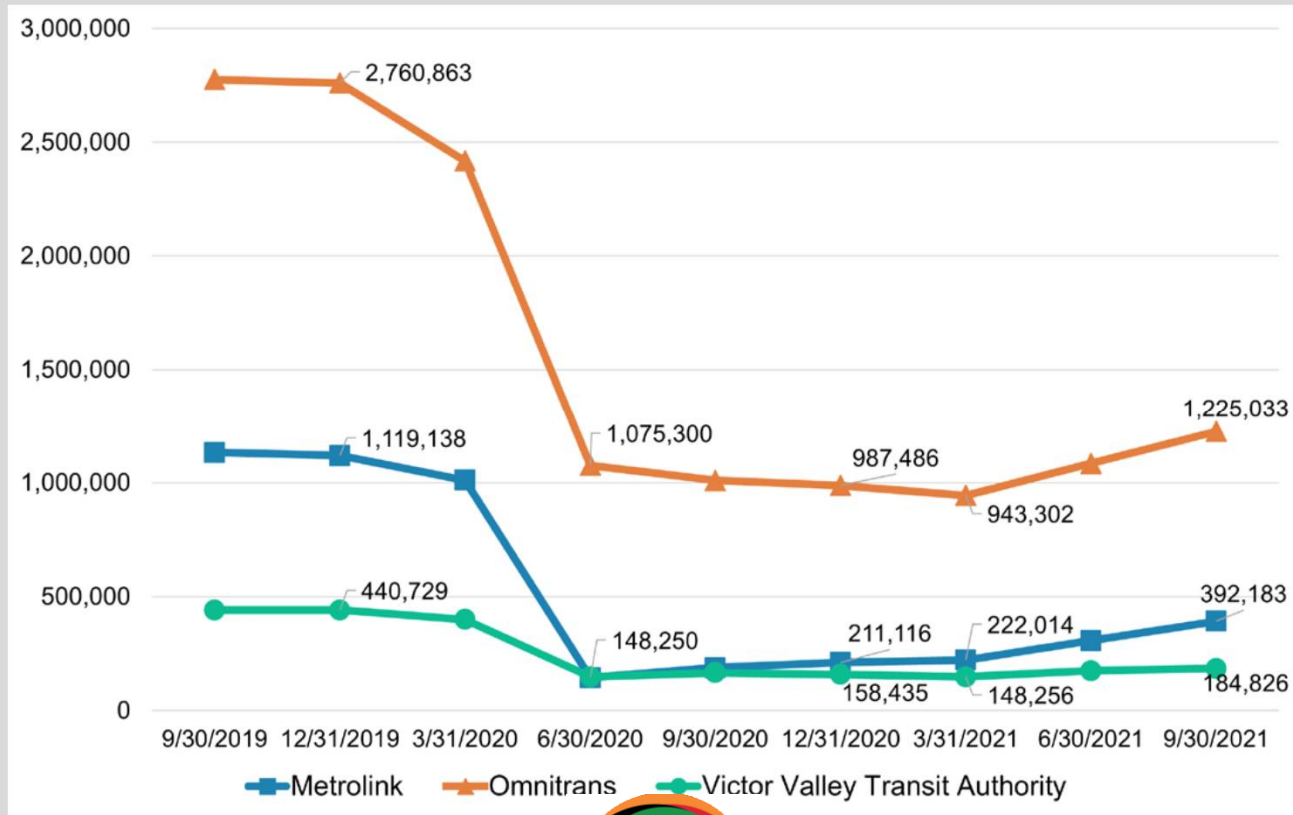
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**San Bernardino County  
Transportation Authority**

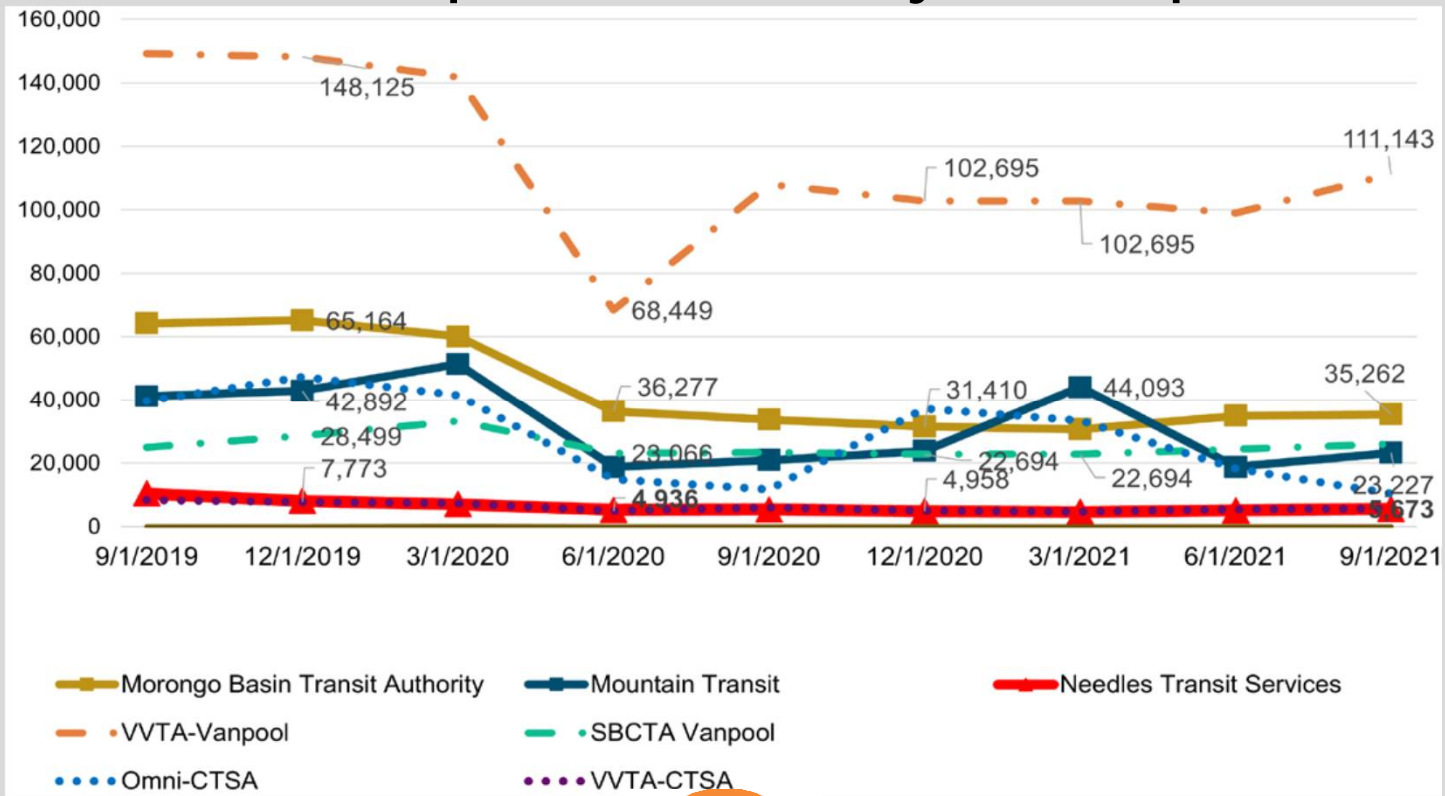
## Quarterly System-Wide Ridership



## Large Operators Quarterly Ridership



# Small Operators Quarterly Ridership

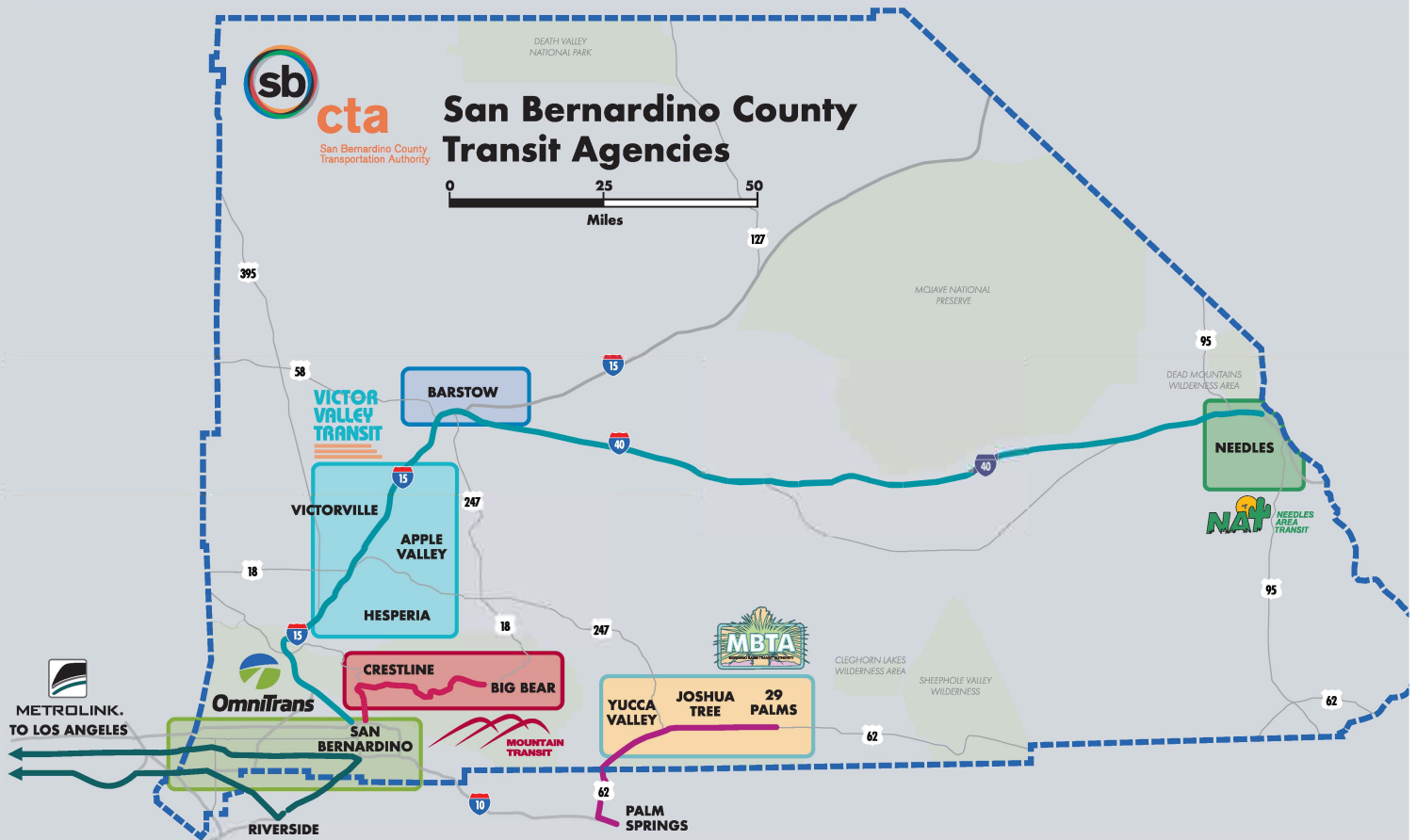




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San Bernardino County  
Transportation Authority

# San Bernardino County Multimodal Transportation Quarterly Update



**Fourth Quarter FY 2020/2021 and First Quarter FY 2021/2022**  
**Volume 3 No. 1**



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# SAN BERNARDINO COUNTY MULTIMODAL TRANSPORTATION QUARTERLY REPORT

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## Introduction

### A Two Quarter Review

San Bernardino County Transportation Authority (SBCTA), presents a two-quarter picture in this iteration of the SAN BERNARDINO COUNTY MULTIMODAL TRANSPORTATION QUARTERLY REPORT (Volume 3 No. 1) This covers the fourth quarter of FY 2020/2021 (April, May and June) and the first quarter of FY 2021/2022 (July, August and September). The extended two-quarter period depicts immediate trends and “almost” current conditions, as well as comparison to where we were about a year ago.

This report has two primary purposes in informing San Bernardino County policy makers, members of the general public and interested stakeholders:

1. To provide high-level information about specific transportation services and programs available.
2. To report on current initiatives and to track trends in key performance indicators.

### Exhibit 1, San Bernardino County Public Transit Bus Operators



### The County's Public Transportation Modes and Programs

San Bernardino County is served by six (6) public transit operators, providing rail, fixed route bus services and ADA complementary paratransit services. The five bus operators are depicted in Exhibit 1.

- **Metrolink** – Providing passenger rail service across a 538-mile network throughout the counties of Los Angeles, Orange, Riverside, San Bernardino and Ventura.
- **Omnitrans** – Providing services in the San Bernardino Valley, connecting to Riverside and Los Angeles Counties.
- **Victor Valley Transit Authority (VVTa)** – Providing services in the greater Victor Valley and the Barstow area, connecting to the San Bernardino Valley.
- **Morongo Basin Transit Authority (MBTA)** – Providing services in Twentynine Palms, Yucca Valley, Joshua Tree and the Morongo Valley communities, connecting to the Coachella Valley.
- **Mountain Transit** – Providing services in the Lake Arrowhead and Big Bear communities, connecting to the San Bernardino Valley.
- **Needles Area Transit Services** – Providing service within the City of Needles and limited connections into Arizona.

Three (3) additional modes of transportation support San Bernardino County residents:

- **Consolidated Transportation Service Agencies (CTSAs) programs** – Specialized transportation operated and administered by Omnitrans and VVTa.
- **Vanpool programs** operated by SBCTA and VVTa.
- **SBCTA's ONT Lyft** – This Lyft subsidy program connects Metrolink stations with Ontario international Airport.

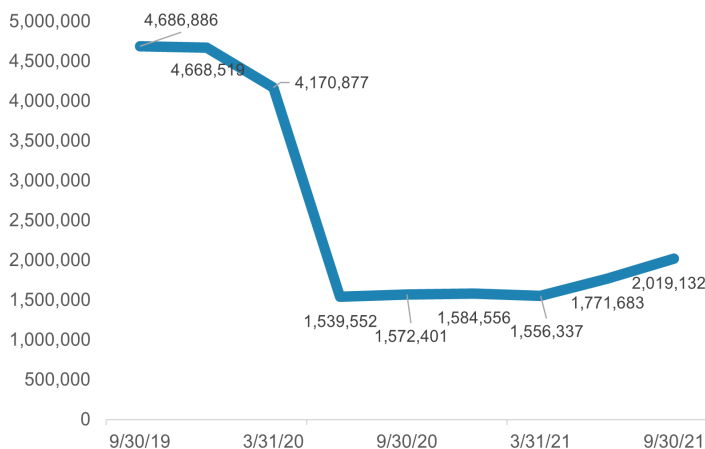
## Commentary

### Two Quarters of Good News

Recent transit trends bring good news. Transit ridership is growing! This comes after months of declining ridership — as happened across the country — then holding steady, and now, slowly growing over the fifteen months since the March 2020 stay-at-home orders commenced.

Experiences of the individual transit providers and programs are described in the following pages. But overall, the county saw almost 250,000 additional riders in the first quarter FY 21/22 over the prior 4th Quarter FY 20/21 period. This marks the second quarter of modest growth after five declining quarters.

**Exhibit 2, Quarterly Systemwide Ridership**



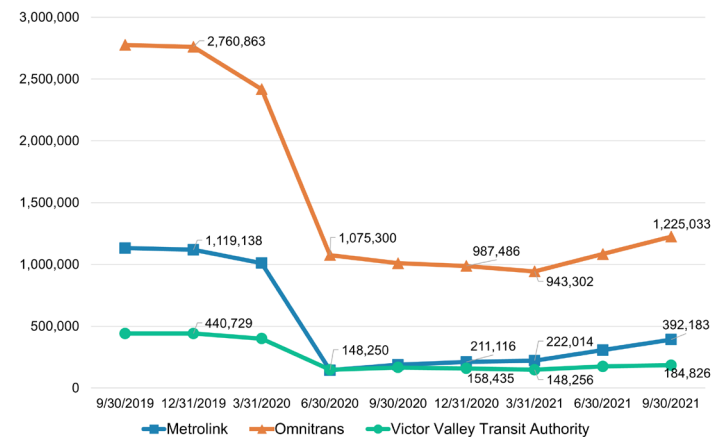
The County's public transportation programs hit their lowest ridership point in the third Quarter FY 20/21 with 1.5 million trips provided across 11 programs, including Metrolink, the fixed route and paratransit operators, the two vanpool programs, SBCTA's ONT Lyft program and the CTSA's. That was 67% below the almost 4.7 million riders more than a year prior, during the 2nd quarter of FY 19/20.

But transit riders are now returning with almost a half million additional trips, ridership reported at 2.02 million in the 1st Quarter FY 20/21, 1.5% above that lowest point of more than a year ago. It may be slow, but ridership is growing!

The largest operators saw steady gains in ridership, providing 1.8 million trips during this reporting period.

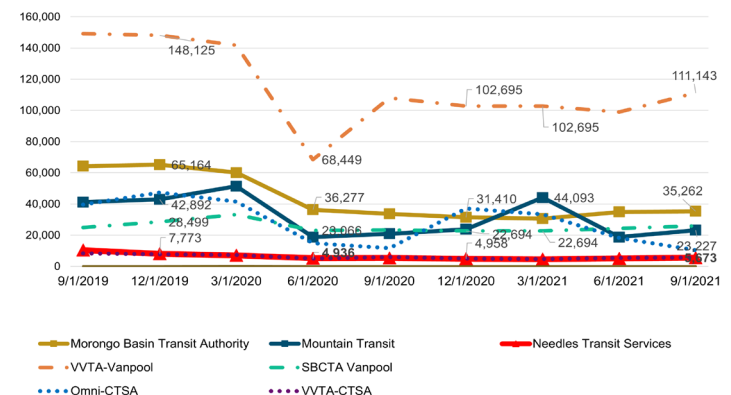
Omnitrans trips grew 11% over the prior quarter, to 1.2 million. Metrolink climbed to over 300,000 trips provided on its two lines to San Bernardino (SB and IEOC), 22% over the prior quarter. And Victor Valley Transit Authority grew 5% compared to the prior quarter, providing 184,000 trips in the first quarter.

**Exhibit 3, Larger Operators Quarterly Ridership**

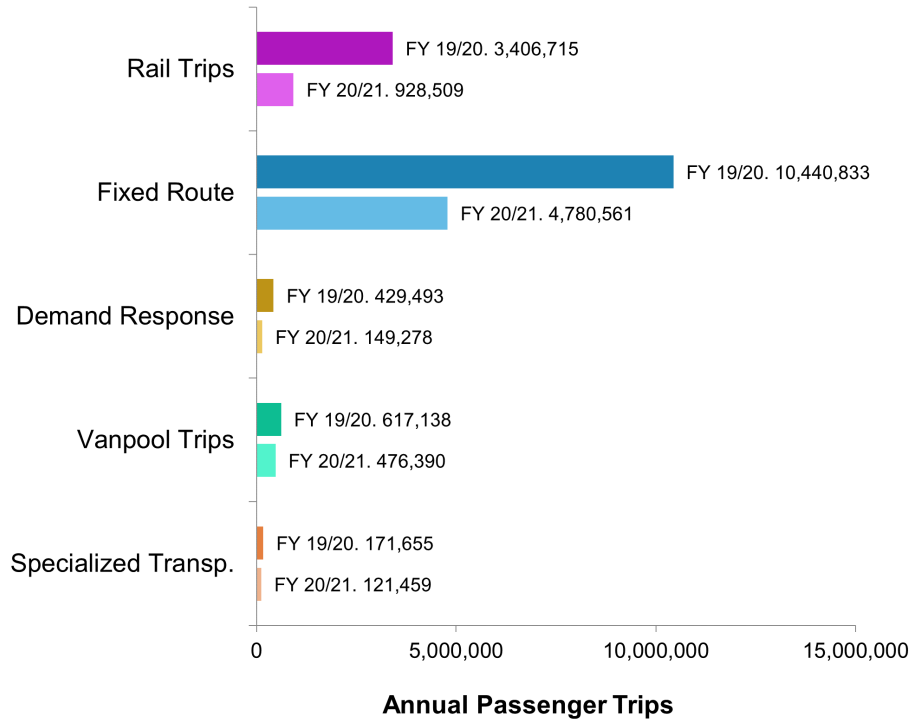


Among the smaller programs, each of the public transit providers saw increased trip-making, most with single-digit increases over prior quarters. The exception is VVTA's vanpool program which saw the greatest growth, a 12% increase over the prior quarter, as workers began again to return to workplaces. SBCTA's vanpool and the VVTA CTSA programs each saw modest increases while the Omnitrans CTSA saw a decline, with some of its partner programs not returning to operation or not yet reporting as of this writing.

**Exhibit 4, Smaller Operators/Programs Quarterly Ridership**



**Exhibit 5, Annual Ridership by Mode, FY 19/20 and FY 20/21**



### Modal Transit Services through the 2020 Pandemic Year

The 6.5 million transit trips provided during FY 20/21 were 47% of the 15 million trips provided in the prior year. For those traveling during the FY 20/21 Pandemic Year, these were important and critical trips made on San Bernardino County's public transportation network.

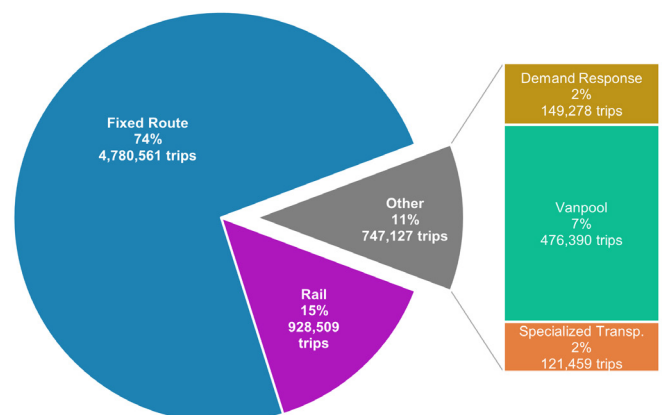
Metrolink rail provided almost 930,000 trips, just 28% of its FY 19/20 level and 15% of all trips. Three out of four trips provided were fixed route trips, totaling 4.8 million trips and 46% of trips in FY 19/20. Demand response trips, including Americans with Disabilities transport, are just 2% of the total; at 480,000 trips, these were 35% below their prior year level, providing essential trips to their riders.

Vanpool trips, now 7% of all trips provided, represented the highest proportion of trip retention, at 77% of their prior FY 19/20 level. This in part reflected SBCTA's start-up of a new vanpool program but also the willingness of essential workers to continue riding with vanpool partners.

Specialized transportation at 2% of all trips provided, when

compared to the prior year, its 120,000 trips represented 70% of prior year trip-making. This high level of retained ridership suggests both the critical nature of these trips and the likelihood that these riders had few alternative transportation options.

**Exhibit 6, Trips by Mode, FY 20/21 Total – 6.5 Million Trips**



# SAN BERNARDINO COUNTY MULTIMODAL TRANSPORTATION QUARTERLY REPORT

## COVID Responses and Current Initiatives

### OMNITRANS

Omnitrans introduced service changes in early August 2021 to align with the beginning of the school year. Changes included restoring frequency on several routes and the return of Route 67 serving Fontana and Chaffey College. Another highlight was the launch of Omniride on-demand service in Upland. Omnitrans offered half-off all trips when booking with the app the first month of service.

Additional Omnitrans community initiatives included promoting free rides on Car Free Day on September 22, a county-wide initiative. Omnitrans also promoted their free rides for students program. Students at CSUSB, Chaffey College, Valley College, and Crafton Hills College can get unlimited free rides on Omnitrans with their student ID.

### VVTA

VVTA continued focusing on community service throughout the Pandemic, including participating in the Hesperia Days Parade with the Rock'n Our Disabilities Foundation and offering free rides on Car Free Day. VVTA also promoted vaccinations through a partnership with St. Mary Medical Center and SBCTA.

In mid-August 2021, VVTA introduced an enhancement to Route 15 to improve access to Cal State University San Bernardino: the Howling Express runs directly from Cal State San Bernardino at 5:35pm to the Victor Valley Transportation Center every weekday with No Stops in between. CSUSB students ride free on this and all VVTA routes with their Coyote OneCard.

During the first quarter VVTA significantly increased service to respond to reopened schools, although they do remain on a somewhat reduced schedule.

### MBTA

MBTA supported the Morongo Basin community during the Pandemic through promoting vaccination events and promoting free rides on Car Free Day with the "Welcome Back" campaign. MBTA also utilized the campaign to target riders that hadn't returned during the Pandemic.

MBTA Transportation Assistant Grant (TAG) grantees are enhancing services to respond to COVID-related need. Reach Out Morongo Basin attributes MBTA's TAG funding to serving 120 home-bound seniors over 28,000 meals during the FY 2020/2021 funding cycle.

### MOUNTAIN TRANSIT

The Mountain Transit Board of Directors has recognized the operator's leadership for pursuing projects that support community collaboration. One recent effort is the Free Trolley service for the Big Bear Valley. Approved in August 2021, this two-year transit demonstration project will commence October 2021 and run through October 2023. The project will include an extensive marketing effort and is anticipated to address the increasing concerns of traffic congestion, air quality preservation and reliable transportation for our workforce, residents and visitors in the Big Bear Valley.

### NEEDLES TRANSIT SERVICE

The new Shopper Shuttle is connecting Needles residents to desperately needed fresh groceries and other shopping. In July the Shopper Shuttle served 13 passengers averaging 3.25 rides per run, in August it provided 16 one-way trips and in September it provided 26 one-way trips to grocery stores in Fort Mohave.

### METROLINK

In October 2021, Metrolink made time adjustments to many trains to increase connectivity and improve on-time performance as they continue to address and improve service recovery. On September 22, 2021, Metrolink participated in Car Free Day which offered a free round-trip to anyone who downloaded and registered to take a trip using the Metrolink mobile app.

## Service Levels are Returning

Most of the county's bus operators are ramping service levels back up, evidenced by increasing revenue hours in service, the primary indicator of the volume of transit service available. First quarter of FY 21/22, these 212,000 revenue hours were 24% above the last quarter of FY 19/20, but still 15,000 revenue hours below their pre-Pandemic peak.

# SAN BERNARDINO COUNTY MULTIMODAL TRANSPORTATION QUARTERLY REPORT

Omnitrans slowly added in service each quarter, up 14% from the first quarter of FY 19/20. Omnitrans made substantive service cuts coming into the spring of 2020, part of its Connect Forward service plan and budget re-alignment. As a result, its first quarter FY 21/22 revenue hours or 134,000 are 35% below where they were two years ago, first quarter FY 18/19.

VVTA added almost 60% additional revenue hours in the 4th quarter FY 20/21 compared to a year prior, as it expanded service to serve the return of its student-oriented ridership base. It is still almost 5,000 revenue hours below where it was prior to the Pandemic's onset.

Mountain Transit increased revenue hours 13% over last summer, now about 2,000 revenue hours below its pre-Pandemic peak.

Morongo Basin Transit is 8% above its 4th quarter FY 19/20 operating levels and has returned to its pre-Pandemic base line. Needles Area Transit reduced service 10% over last summer, largely reflecting changes in its demand response program.

## Solid Public Transportation Funding

Despite the losses in farebox revenues attending historic transit ridership declines, San Bernardino County's public

transit operators entered this fiscal year anticipating a countywide allocation level of \$100 million among traditional local, state and federal funding sources. This is solid financial footing and due, in part, to decisions taken by individual operators to reduce services to achieve an overall system savings of 1.5% between FY18/19 and FY 19/20.

It is also due to CARES Act fund balances remaining for each provider and additional smaller amounts of funding from the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA) and the American Rescue Plan Act (ARPA), reflected on the individual operator pages following. Together these appropriations exceed \$185 million, with \$55 million allocated for FY 21/22. Over \$30 million in CARES Act funding was spent during this past fiscal year, FY 20/21, to offset the continuing economic impacts of the COVID-19 Pandemic on San Bernardino County's transit operators. SBCTA's Fund Administration has encouraged operators to conserve these funds, where possible, to help weather the still uncertain times ahead.

Of the FY 21/22 total transit allocations of \$155 million, 65% reflects existing local, state and federal funding while 35% represent CARES Act and other Federal Pandemic relief fund balances.

## Exhibit 7, FY 21/22 Funding Allocations by Operator

	MBTA	Mountain	Needles	Omnitrans	VVTA	TOTALS	% of Totals
<b>SBCTA Allocations</b>							
Local Funding: Measure I	\$140,500	\$127,050	\$22,400	\$19,632,000	\$1,456,700	\$21,378,650	21%
State Funding: TDA, STA, SGR, LCTOP	\$4,304,651	\$6,090,799	\$278,847	\$21,102,780	\$24,695,869	\$56,472,946	56%
Federal Funding:	\$612,906	\$990,998	\$43,526	\$7,179,862	\$13,755,159	\$22,582,451	22%
Includes CMAQ, 5307, 5337, 5339, 5311, 5310							
Subtotal						\$100,434,047	65%
<b>CARES/ CRRSAA/ ARPA Act Allocations</b>	\$2,970,766	\$2,897,513	\$326,767	\$41,422,769	\$6,912,903	\$54,530,718	35%
<b>Total FY 2021/2022 Allocations</b>	<b>\$8,028,823</b>	<b>\$10,106,360</b>	<b>\$671,540</b>	<b>\$89,337,411</b>	<b>\$46,820,631</b>	<b>\$154,964,765</b>	<b>100%</b>



## “Welcome Back” Marketing Campaign

 Clean. Easy. Ready for you.

During early 2021 San Bernardino's transit operators launched a joint messaging campaign developed by SBCTA's Multimodal Interconnectivity Working Group to welcome riders back after the pandemic.

**So glad you're back!**  
Clean. Easy. Ready for you.



HEALTH & SAFETY  
COMMITMENTS PROGRAM

OmniTrans METROLINK  
MBTA MOUNTAIN TRANSIT VICTOR VALLEY TRANSIT  
powered by sb cta

### Phase 1 – So glad you're back!

Focused on **Clean**. Assuring riders that it was safe to use transit as all agencies were adhering to APTA's health and safety commitments.

**Bienvenidos de vuelta.**  
Limpio. Fácil. Listo para ti.



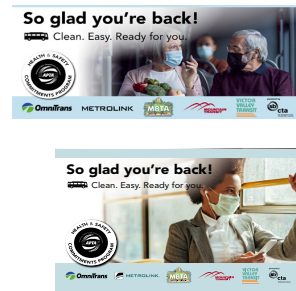
OmniTrans METROLINK  
MBTA MOUNTAIN TRANSIT VICTOR VALLEY TRANSIT  
powered by sb cta

**So glad you're back!**  
Clean. Easy. Ready for you.



METROLINK

**So glad you're back!**  
Clean. Easy. Ready for you.



OmniTrans METROLINK  
MBTA MOUNTAIN TRANSIT VICTOR VALLEY TRANSIT  
powered by sb cta

**Mask on? Phone on?  
Get on and GO!**  
Clean. Easy. Ready for you.



Download the Transit App  
to simplify your ride.

OmniTrans METROLINK  
MBTA MOUNTAIN TRANSIT VICTOR VALLEY TRANSIT  
powered by sb cta

### Phase 2 – Mask on? Phone on? Get on and GO!

Focused on **Easy**. Encouraging riders to use the technology tools that make transit easy, while gently reminding them that masks are required.


**¿Cubrebocas? ¿Celular?  
¡Sube y ve!**  
Limpio. Fácil. Listo para ti.



Descarga la aplicación Transit  
para simplificar tu viaje.

OmniTrans METROLINK  
MBTA MOUNTAIN TRANSIT VICTOR VALLEY TRANSIT  
powered by sb cta

**Mask on? Phone on?  
Get on and GO!**  
Clean. Easy. Ready for you.



Download the Umo  
App to simplify your ride.

VICTOR VALLEY TRANSIT

**Mask on? Phone on?  
Get on and GO!**  
Clean. Easy. Ready for you.



Download the Transit App to simplify your ride.

OmniTrans METROLINK  
MBTA MOUNTAIN TRANSIT VICTOR VALLEY TRANSIT  
powered by sb cta

**You're Free to Go.**  
Clean. Easy. Ready for you.



**CAR FREE DAY**  
September 22, 2021

September 22 is Car Free Day.  
Give Transit a Try.

OmniTrans METROLINK  
MBTA MOUNTAIN TRANSIT NAT VICTOR VALLEY TRANSIT  
powered by sb cta

### Phase 3 – You're Free to Go.

Focused on **Ready for You**. Offering free rides in conjunction with Car Free Day and promoting mobile fare payment options.

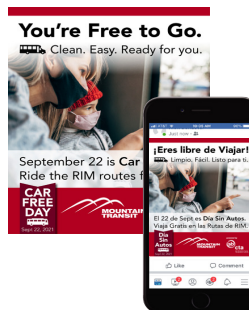
**¡Eres libre de Viajar!**  
Limpio. Fácil. Listo para ti.



Descargue y registre la  
aplicación Metrolink el día 22 de  
Sept. Día Sin Autos y obtenga  
un boleto de ida y vuelta gratis.

METROLINK  
powered by sb cta

**You're Free to Go.**  
Clean. Easy. Ready for you.



September 22 is Car Free Day.  
Ride the RIM routes for FREE.

VICTOR VALLEY TRANSIT

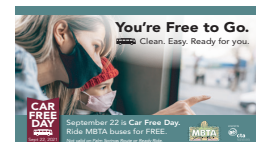
**You're Free to Go.**  
Clean. Easy. Ready for you.



September 22 is Car Free Day. Give Transit a Try.

OmniTrans METROLINK  
MBTA MOUNTAIN TRANSIT VICTOR VALLEY TRANSIT  
powered by sb cta

**You're Free to Go.**  
Clean. Easy. Ready for you.



September 22 is Car Free Day.  
Ride MBTA Buses for FREE.

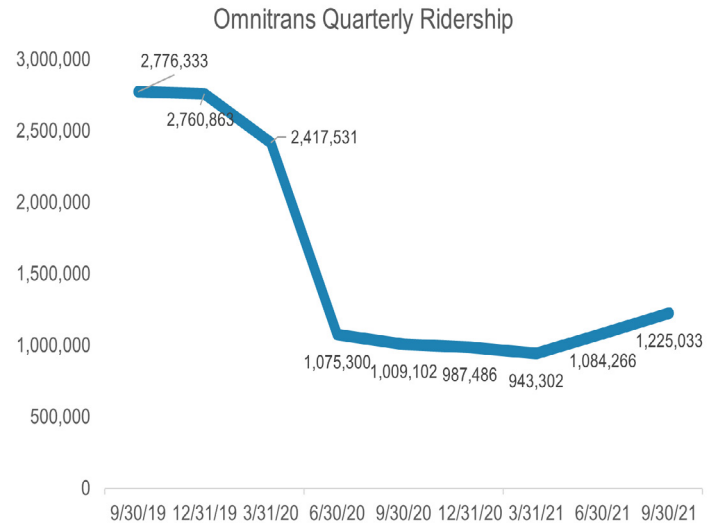
MBTA

# SAN BERNARDINO COUNTY MULTIMODAL TRANSPORTATION QUARTERLY REPORT Public Transit Bus Operators



## Commentary and Trends

After several quarters of decreasing ridership, Omnitrans has experienced some growth over the fourth quarter of FY 20/21 and the first quarter of FY 21/22. The more than 1.2 million trips provided during the first quarter are the highest of the COVID-19 pandemic recovery period and a 13% increase over the previous fourth quarter. The return to in-person classes for grade schools and colleges in September and August 2021 have contributed to the uptick in ridership, leading to increases in revenue hours and miles and positive trends in passenger revenue and per-trip costs.



## Performance<sup>1</sup>

	4th Quarter (Apr-May-Jun)			1st Quarter (Jul-Aug-Sep)	
	Prior Year FY 19/20	Current Year FY 20/21	% change	Current Year FY 21/22	% change from 4th Quarter
<b>SYSTEM Total Passenger Trips</b>	<b>1,074,920</b>	<b>1,084,266</b>	<b>1%</b>	<b>1,225,033</b>	<b>13%</b>
Fixed-Route Trips	1,063,123	1,064,006	0%	1,195,569	12%
Demand Response Trips	11,797	20,260	72%	29,464	45%
<b>SYSTEM Performance</b>					
Revenue Hours	117,809	127,353	8%	133,971	5%
Passengers per Rev Hour	9.1	8.5	-7%	9.1	7%
Revenue Miles	1,589,124	1,770,612	11%	1,868,519	6%
Passengers per Rev Mile	0.68	0.61	-9%	0.66	7%
Average Trip Length (miles)	5.07	5.65		6.73	19%
<b>OPERATIONS Expense</b>					
Total Operating Cost	\$24,223,611	\$22,723,360	-6%	\$18,599,467	-18%
Passenger Revenue	\$4,778,410	\$2,974,334	-38%	\$4,215,139	42%
Farebox Recovery Ratio Systemwide	19.7%	13.1%	-34%	22.7%	73%
Subsidy per Pass Trip Systemwide	\$18.09	\$18.21	1%	\$11.74	-36%
Fixed-Route Cost per Trip	\$20.83	\$19.35	-7%	\$13.35	-31%
Demand Response Cost per Trip	\$176.57	\$105.28	-40%	\$89.66	-15%
<b>FLEET Characteristics</b>					
Vehicles in Peak Service	(Includes sbX)			(includes sbX)	
Fixed-Route	94			96	
Demand Response	39			40	
Total Vehicles in Peak Service	133			136	
Service Area Square Mileage	463			463	
Vehicles per Square Mile	0.29			0.29	

<sup>1</sup> Extracted from TransTrack Manager Quarterly Scorecard during October 2021.

\* High frequencies reduced due to COVID-19 service reductions.



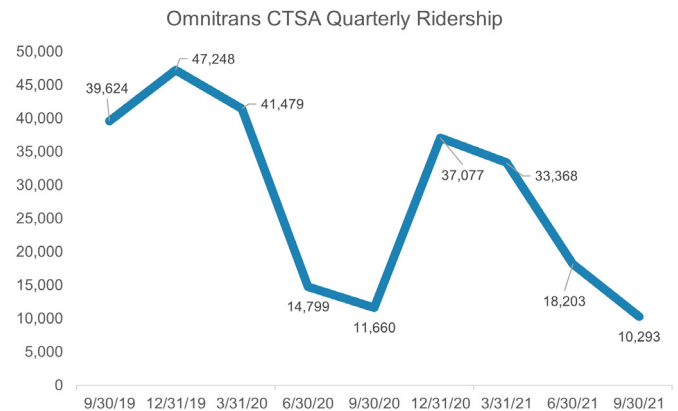
## Consolidated Transportation Services Agency

### Commentary and Trends

The CTSA continues to provide services through the Transportation Reimbursement Escort Program (TREP) and its network of specialized transportation providers. In total, the CTSA program experienced an increase of 23% in total trips provided in the fourth quarter of FY 20/21, attributed mostly to partner program providers returning to service that was suspended in the previous fourth quarter of FY 19/20 due to COVID-19 concerns.

The most significant ridership gains in the fourth quarter of FY 20/21 are credited to the City of Grand Terrace, the City of Redlands, the Highland Senior Center, Loma Linda Adult Day Health and the West End YMCA. Food deliveries in the fourth quarter significantly decreased to 1,073 deliveries, compared to the high of 12,399 deliveries during the prior second quarter, during the holiday COVID-19 infection surge of last winter.

At the time of this writing, some performance data are not available for the first quarter FY 21/22 reporting.



### Performance

	4th Quarter (Apr-May-Jun)			1st Quarter (Jul-Aug-Sep)	
	Prior Year FY 19/20	Current Year FY 20/21	% Change	Current Year FY 21/22	% change from 4th Quarter
<b>TOTAL TRIPS</b>	<b>14,799</b>	<b>18,203</b>	<b>23%</b>	<b>1,969</b>	<b>-89.2%</b>
TREP Mileage Reimbursement Trips	3,279	3,250	-1%	2,082	-36%
Lyft/Taxi Ride Program Trips*	0	0	—	0	—
Travel Training Program*	0	0	—	0	—
Partners Program Trips**	11,520	14,953	30%	8211	-45%
Anthesis (formerly Pomona Valley Workshop)	2,284	2,289	0%	791	-65%
Central City Lutheran	0	130	—	—	—
City of Grand Terrace	393	1,178	200%	—	—
City of Redlands	148	376	154%	272	-28%
Community Senior Services	4,003	3,599	-10%	1,083	-70%
OPARC	0	2,744	—	733	-73%
City of Chino	2,616	526	-80%	2,059	291%
Highland Senior Center	423	1,100	160%	1,201	9%
Loma Linda University Adult Day Health	1,526	2,749	80%	1,690	-39%
West End YMCA	127	262	106%	382	46%
City of Fontana					
City of Yucaipa					
Foothill AIDS Project					
Food/Grocery Deliveries through Access and Omni Partners					
				1,703	

New partner. Program launch delayed due to COVID-19 Pandemic.

\* This program was temporarily suspended for safety/health concerns during the COVID-19 pandemic.

\*\* Some partners have not completed reporting for First Quarter FY 2021/2022. The values presented here use available data as of November 1, 2021.



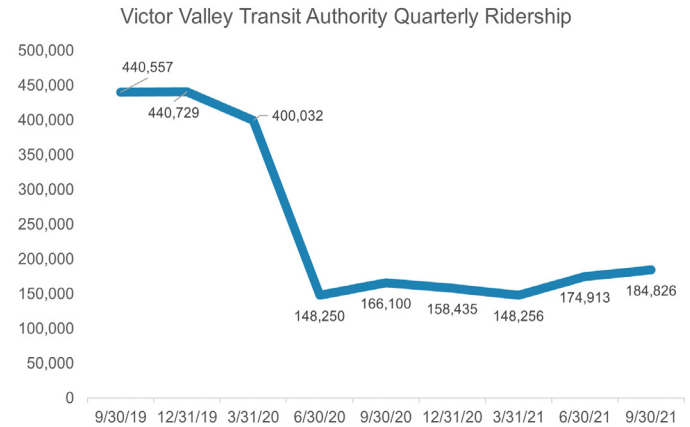


# SAN BERNARDINO COUNTY MULTIMODAL TRANSPORTATION QUARTERLY REPORT Public Transit Bus Operators

## Commentary and Trends

The Victor Valley Transit Authority experienced positive ridership growth during the fourth quarter of FY 20/21 and first quarter of FY 21/22. Fourth quarter ridership was up 18% from the same time period in the previous year and increased an additional 6% during the first quarter of FY 21/22.

In October of 2021, VVTA reduced service on eight fixed-routes in response to challenges in rebuilding its workforce and to continue to meet the needs of its riders while it trains 19 new bus operators.



## Performance<sup>1</sup>

	4th Quarter (Apr-May-Jun)			1st Quarter (Jul-Aug-Sep)	
	Prior Year FY 19/20	Current Year FY 20/21	% change	Current Year FY 21/22	% change from 4th Quarter
<b>SYSTEM Total Passenger Trips</b>	148,250	174,913	18%	184,826	6%
Fixed-Route Trips	132,976	149,055	12%	150,882	1%
Commuter Bus Trips	5,000	8,548	71%	8,964	5%
Demand Response Trips	10,274	17,310	68%	24,980	44%
<b>SYSTEM Performance [excludes vanpool revenue hours &amp; miles]</b>					
Revenue Hours	36,935	58,840	59%	60,811	3%
Passengers per Rev Hour	4.0	3.0	-26%	3.0	2%
Revenue Miles	668,582	1,020,794	53%	1,055,997	3%
Passengers per Rev Mile	0.22	0.17	-23%	0.18	2%
<b>OPERATIONS Expense [excludes vanpool expense &amp; revenue]</b>					
Total Transit Operating Cost	\$5,728,289	\$6,733,447	18%	\$5,115,359	-24%
Passenger Revenue	\$201,737	\$383,010	90%	\$255,653	-33%
Farebox Recovery Ratio Systemwide	3.5%	5.7%	62%	5.0%	-12%
Subsidy/Pass Trip - Systemwide	\$37.28	\$36.31	-3%	\$26.29	-28%
Fixed-Route Cost per Trip	\$31.25	\$41.23	32%	\$27.08	-34%
Commuter Bus Cost per Trip	\$44.94	\$23.80	-47%	\$15.42	-35%
Demand Response Cost per Trip	\$77.26	\$72.56	-6%	\$35.70	-51%
<b>FLEET Characteristics</b>					
Vehicles in Peak Service	Including 7 Evs			Including 7 Evs	
Fixed-Route	47			46	
Commuter	6			6	
Demand Response	32			30	
Total Vehicles in Peak Service	85			82	
Service Area Square Mileage	1,082			1,082	
Vehicles per Square Mile	0.07			0.07	

<sup>1</sup> Extracted from TransTrack Manager Quarterly Scorecard during October 2021.

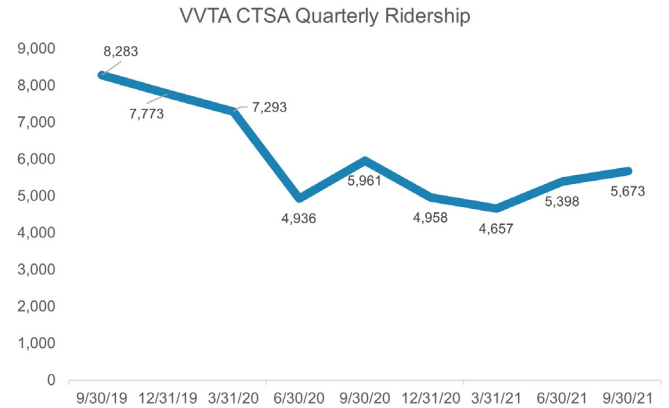


# Consolidated Transportation Services Agency

## SAN BERNARDINO COUNTY MULTIMODAL TRANSPORTATION QUARTERLY REPORT Public Transit Bus Operators

### Commentary and Trends

Total ridership across the CTSA's programs increased by 5% over the fourth quarter of FY 20/21. Trip growth on the Fare Media Scholarship Program and the Trona Community and Senior Center offset the decrease in ridership of several other programs. The Needles Car Share program remains under suspension due to COVID-19 protocols.



### Performance

	4th Quarter (Apr-May-Jun)			1st Quarter (Jul-Aug-Sep)	
	Prior Year FY 19/20	Current Year FY 20/21	% change	Current Year FY 21/22	% change from 4t Quarter
<b>TOTAL TRIPS</b>	<b>4,936</b>	<b>5,398</b>	<b>9%</b>	<b>5,673</b>	<b>5%</b>
TRIP Program	3,558	3,012	-15%	2,951	-2%
Nonprofit Providers	1,039	1,201	16%	1,227	2%
<i>Foothill Aids Project</i>		580	—	609	5%
<i>Abundant Living Church</i>		506	—	436	-14%
<i>Trona Community and Senior Center</i>		100	—	172	72%
<i>Bonnie Baker Senior Center</i>		15	—	10	-33%
Travel Training Program	91	224	146%	231	3%
Fare Media Scholarship Program	248	961	288%	1,264	32%
<b>Total CAR TRIPS</b>	<b>176</b>	<b>0</b>	<b>-100%</b>		
Needles CarShare Program	176	<i>Program suspended due to COVID</i>			
<b>TOTAL MILES</b>	<b>77,053</b>	<b>77,171</b>	<b>0%</b>	<b>82,629</b>	<b>7%</b>
TRIP Program	77,053	77,171	0%	82,629	
<b>TOTAL HOURS</b>	<b>47</b>	<b>67</b>	<b>43%</b>	<b>58</b>	<b>-13%</b>
Transit Ambassador Program	47	67	43%	58	-13%



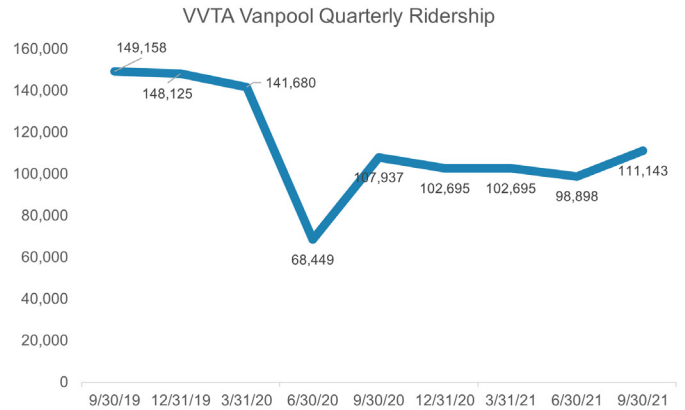
## SAN BERNARDINO COUNTY MULTIMODAL TRANSPORTATION QUARTERLY REPORT Public Transit Bus Operators

### Commentary and Trends

VVTA saw a -24% reduction in vanpools in a year-over-year comparison of fourth quarter 19/20 to fourth quarter 20/21.

This loss is primarily attributed to reduced commuting during the Pandemic. While this program has not yet fully recovered the lost vanpools, VVTA gained 8 vanpools (5% growth) during the first quarter of 21/22.

These 175 vanpools are making more trips — and longer trips — than last year and last quarter. Revenue miles increased and passenger miles increased 14% in a comparison of fourth quarter 20/21 to first quarter 21/22. In this first quarter of 21/22, 111,143 passenger vanpool trips were made, an increase of 12% from the prior quarter.



### Performance

	4th Quarter (Apr-May-Jun)			1st Quarter (Jul-Aug-Sep)	
	Prior Year	Current Year		Current Year	% change from
	FY 19/20	FY 20/21	% change	FY 21/22	4th Quarter
Performance					
Number of Vanpools	220	167	-24%	175	5%
Revenue Miles	794,583	1,051,596	32%	1,196,845	14%
Revenue Hours	15,864	21,185	34%	24,134	14%
Unlinked Passenger Trips	68,449	98,898	44%	111,143	12%
Passenger Miles	4,284,775	5,109,442	19%	5,840,929	14%
Subsidies Disbursed	\$231,283	\$249,013	8%	\$255,996	3%
Passenger Fares	\$175,827	\$248,840	42%	\$262,975	6%

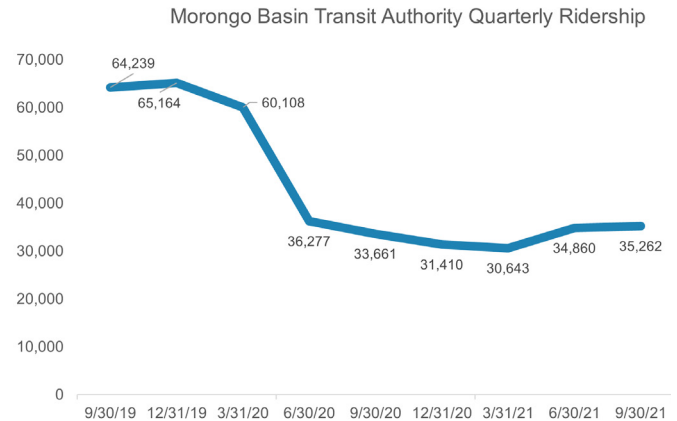
# SAN BERNARDINO COUNTY MULTIMODAL TRANSPORTATION QUARTERLY REPORT Public Transit Bus Operators



## Commentary and Trends

Ridership for MBTA's services has grown over the past two quarters, up 14% between the third and fourth quarters of FY 20/21, an additional 1% over the first quarter of FY 21/22. The cost per trips provided in the first quarter increased slightly due to a rise in overall operating costs but passenger revenue increased by 10%.

In October 2021, MBTA shifted to reduced service on Routes 3 and 7 to address driver shortages related to COVID-19.



## Performance<sup>1</sup>

	4th Quarter (Apr-May-Jun)			1st Quarter (Jul-Aug-Sep)	
	Prior Year FY 19/20	Current Year FY 20/21	% change	Current Year FY 21/22	% change from 4th Quarter
<b>SYSTEM Total Passenger Trips</b>	<b>36,277</b>	<b>34,860</b>	<b>-4%</b>	<b>35,262</b>	<b>1%</b>
Fixed-Route Trips	33,358	30,103	-10%	30,643	2%
Commuter Bus Trips	370	1,574	325%	1,364	-13%
Demand Response Trips	2,549	3,183	25%	3,255	2%
<b>SYSTEM Performance</b>					
Revenue Hours	7,484	8,056	8%	7,983	-1%
Passengers per Rev Hour	4.8	4.3	-11%	4.4	2%
Revenue Miles	145,614	159,897	10%	157,670	-1%
Passengers per Rev Mile	0.25	0.22	-12%	0.22	3%
<b>OPERATIONS Expense</b>					
Total Operating Cost	\$922,389	\$947,508	3%	\$1,057,164	12%
Passenger Revenue	\$25,370	\$53,877	112%	\$59,002	10%
Farebox Recovery Ratio Systemwide	2.8%	5.7%	107%	5.6%	-2%
Subsidy per Pass Trip - Systemwide	\$24.73	\$25.63	4%	\$28.31	10%
Fixed-Route Cost per Trip	\$21.53	\$22.38	4%	\$25.12	12%
Commuter Bus Cost per Trip	\$113.25	\$58.30	-49%	\$73.40	26%
Demand Response Cost per Trip	\$63.72	\$57.20	-10%	\$57.55	1%
<b>TREP Mileage Reimbursement Program</b>					
TREP Clients	139	151	9%	157	4%
TREP Trips	1,759	1,745	-1%	1,810	4%
TREP Miles Reimbursed	29,103	26,062	-10%	28,607	10%
Mileage Reimbursement Cost	\$8,731	\$7,819	-10%	\$8,582	10%
<b>FLEET Characteristics</b>					
Vehicles in Peak Service					
Fixed-Route/Commuter		9			
Demand Response		4			
Total Vehicles in Peak Service		13			
Service Area Square Mileage		1,300			
Vehicles per Square Mile		0.01			

<sup>1</sup> Extracted from TransTrack Manager Quarterly Scorecard during October 2021.

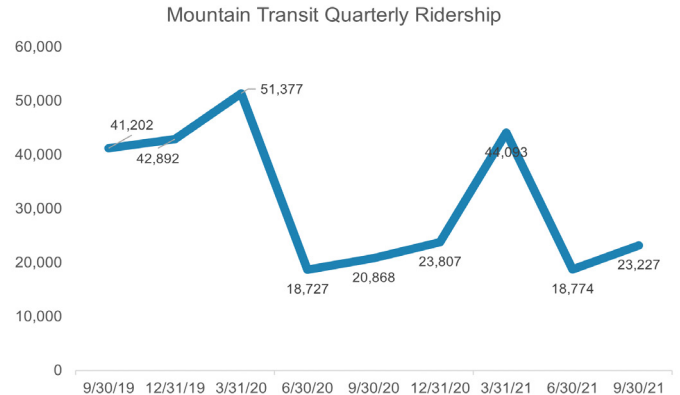
# SAN BERNARDINO COUNTY MULTIMODAL TRANSPORTATION QUARTERLY REPORT Public Transit Bus Operators



## Commentary and Trends

Ridership trends for Mountain Transit services are affected by seasonal demands where winter ridership for the snow season is usually higher than the summer months. A ridership increase of 24% was produced during the fourth quarter of FY 20/21 and the first quarter of FY 21/22, which represents about half of the trips provided in the third quarter of the winter season.

In September 2021, Mountain Transit presented its Short-Range Transit Plan for public comment that proposes to return some service days to its Off-The-Mountain commuter bus services that were reduced from daily service due to low ridership during the Pandemic.



## Performance<sup>1</sup>

	4th Quarter (Apr-May-Jun)			1st Quarter (Jul-Aug-Sep)	
	Prior Year FY 19/20	Current Year FY 20/21	% change	Current Year FY 21/22	% change from 4th Quarter
<b>SYSTEM Total Passenger Trips</b>	18,727	18,774	0%	23,227	24%
Fixed-Route Trips	15,075	14,584	-3%	17,736	22%
Commuter Bus Trips	922	1,490	62%	2,096	41%
Demand Response Trips	2,730	2,700	-1%	3,395	26%
<b>SYSTEM Performance</b>					
Revenue Hours	6,674	6,912	4%	7,827	13%
Passengers per Rev Hour	2.8	2.7	-3%	3.0	9%
Revenue Miles	96,738	112,567	16%	126,118	12%
Passengers per Rev Mile	0.19	0.17	0%	0.18	10%
<b>OPERATIONS Expense</b>					
Total Operating Cost	\$923,568	\$908,785	-2%	\$859,704	-5%
Passenger Revenue	\$65,528	\$139,885	113%	\$64,408	-54%
Farebox Recovery Ratio Systemwide	7.1%	15.4%	117%	7.5%	-51%
Subsidy per Pass Trip - Systemwide	\$45.82	\$40.96	-11%	\$34.24	-16%
Fixed-Route Cost per Trip	\$33.50	\$35.65	6%	\$29.24	-18%
Commuter Bus Cost per Trip	\$110.19	\$89.62	-19%	\$54.65	-39%
Demand Response Cost per Trip	\$116.12	\$94.54	-19%	\$66.73	-29%
<b>FLEET Characteristics</b>					
Vehicles in Peak Service					
Fixed-Route	9			9	
Demand Response	4			4	
Off the Mountain	4			4	
Trolley Vehicle	4-6			0	
Total Vehicles in Peak Service	21-23			17	
Service Area Square Mileage	269			269	

<sup>1</sup> Extracted from TransTrack Manager Quarterly Scorecard during October 2021.

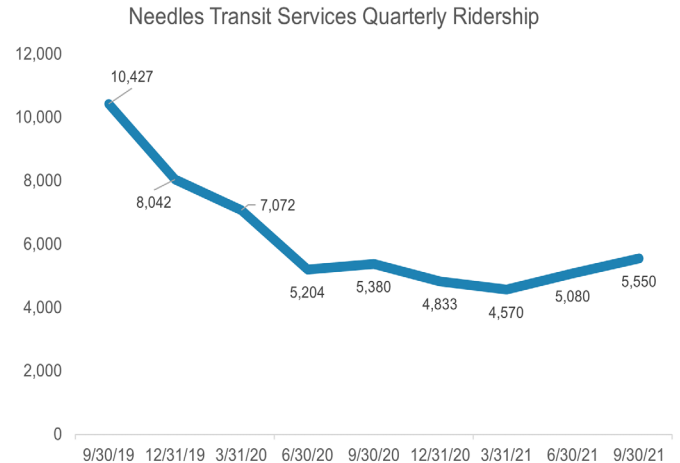


# Needles Transit Services

## SAN BERNARDINO COUNTY MULTIMODAL TRANSPORTATION QUARTERLY REPORT Public Transit Bus Operators

### Commentary and Trends

During the first quarter of FY 21/22, Needles Transit Services had a 9% increase in ridership over the fourth quarter of FY 20/21, driven by an increase of almost 40% in demand response trips. This first quarter performance is an improvement over the system lows during the second and third quarters of FY 20/21. The growth in ridership, combined with an 88% increase in passenger revenue, reduced systemwide per trip costs by 8%.



### Performance<sup>1</sup>

	4th Quarter (Apr-May-Jun)			1st Quarter (Jul-Aug-Sep)	
	Prior Year FY 19/20	Current Year FY 20/21	% change	Current Year FY 21/22	% change from 4th Quarter
<b>SYSTEM Total Passenger Trips</b>	5,204	5,080	-2%	5,550	9%
Fixed-Route Trips	3,935	4,009	2%	4,059	1%
Demand Response Trips	1,269	1,071	-16%	1,491	39%
<b>SYSTEM Performance</b>					
Revenue Hours	1,338	1,200	-10%	1,220	2%
Passengers per Rev Hour	3.9	4.2	9%	4.5	7%
Revenue Miles	16,443	15,285	-7%	15,857	4%
Passengers per Rev Mile	0.32	0.33	5%	0.35	5%
<b>OPERATIONS Expense</b>					
Total Operating Cost	\$128,506	\$125,248	-3%	\$131,340	5%
Passenger Revenue	\$6,486	\$6,147	-5%	\$11,535	88%
Farebox Recovery Ratio Systemwide	5.0%	4.9%	-3%	8.8%	79%
Subsidy per Pass Trip - Systemwide	\$23.45	\$23.45	0%	\$21.59	-8%
Fixed-Route Cost per Trip	\$25.46	\$25.42	0%	\$26.28	3%
Demand Response Cost per Trip	\$22.30	\$21.80	-2%	\$16.55	-24%
<b>FLEET Characteristics</b>					
Vehicles in Peak Service					
Fixed-Route		1		1	
Demand Response		1		1	
Total Vehicles in Peak Service		2		2	
Service Area Square Mileage		31		31	
Vehicles per Square Mile		0.06		0.06	

<sup>1</sup> Extracted from TransTrack Manager Quarterly Scorecard during October 2021.

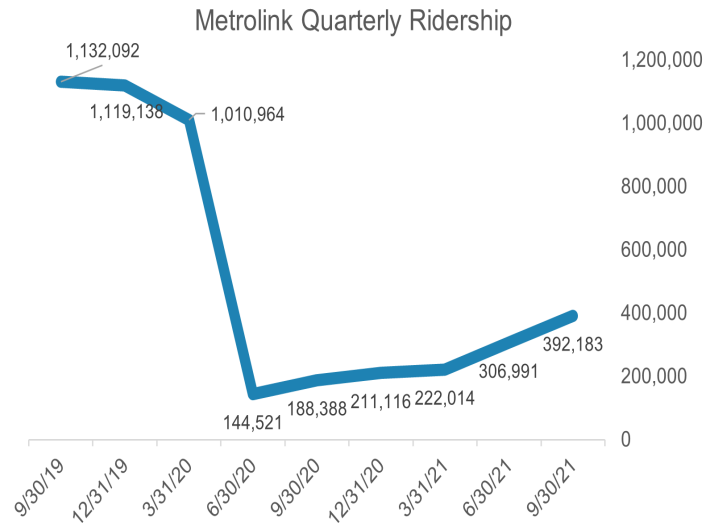


**METROLINK®**



## Commentary and Trends

Metrolink ridership for the three lines that provide service in San Bernardino County have gradually increased each quarter since the onset of the COVID-19 pandemic and statewide stay-at-home orders in March 2020. A total of 392,183 trips were provided in the first quarter of FY 21/22, an increase of 28% over the previous fourth quarter of FY 20/21. Additionally, the growth in ridership increased the number of passenger miles ridden in the first quarter of FY 21/22 and the year-over-year fourth quarter comparison.



## Performance<sup>1</sup>

	4th Quarter (Apr-May-Jun)			1st Quarter (Jul-Aug-Sep)	
	Prior Year FY 19/20	Current Year FY 20/21	% change	Current Year FY 21/22	% change from 4th Quarter
<b>SYSTEM Passenger Boardings by Line</b>					
TOTAL San Bernardino Line	108,649	213,225	96%	273,429	28%
TOTAL Inland Empire Orange County (IEOC)	35,872	93,766	161%	118,754	27%
Boardings at San Bernardino County Stations:					
San Bernardino Line	54,045	101,877	89%	128,820	26%
IEOC Line	1,152	3,400	195%	3,681	8%
Riverside Line	3,395	5,521	63%	7,326	33%
<b>FINANCIAL - Total San Bernardino Line w/ MOW<sup>1</sup></b>					
Operating Cost SB Line	\$51,747	\$53,575			
Farebox Revenue SB Line	\$15,355	\$4,844		N/A	
Farebox Recovery Ratio SB Line	29.7%	9%			
<b>FINANCIAL - Total IEOC Line w/ MOW<sup>1</sup></b>					
Operating Cost IEOC Line	\$27,784	\$28,346			
Farebox Revenue IEOC Line	\$5,855	\$1,534		N/A	
Farebox Recovery Ratio IEOC Line	21.1%	5.4%			
<b>PERFORMANCE MEASURES - San Bernardino Line</b>					
Passenger Miles	4,012,064	8,109,040	102%	10,016,494	24%
Average Passenger Trip Length	36.9	38.1	3%	37.2	-2%
<b>PERFORMANCE MEASURES - IEOC Line</b>					
Passenger Miles	1,243,782	3,359,415	170%	4,114,851	22%
Average Passenger Trip Length	34.7	34.1	-2%	34.9	2%
<b>SERVICE LEVELS</b>					
San Bernardino Line					
# of trains per weekday WB	20	15		15	
# of trains per weekday EB	20	15		15	
# of trains per Saturday WB/EB	10	9		9	
# of trains per Sunday WB/EB	7	7		7	
IEOC Line - with stops in San Bernardino County					
# of trains per weekday WB	8	4		4	
# of trains per weekday EB	8	4		4	
# of trains per weekend WB	2	2		2	
# of trains per weekend EB	2	2		2	

<sup>1</sup> Metrolink conducts reconciliation on an annual, not quarterly, basis. Figures presented here are subject to change following the reconciliation process.

# SAN BERNARDINO COUNTY MULTIMODAL TRANSPORTATION QUARTERLY REPORT Other Modes


**cta**

 San Bernardino County  
Transportation Authority

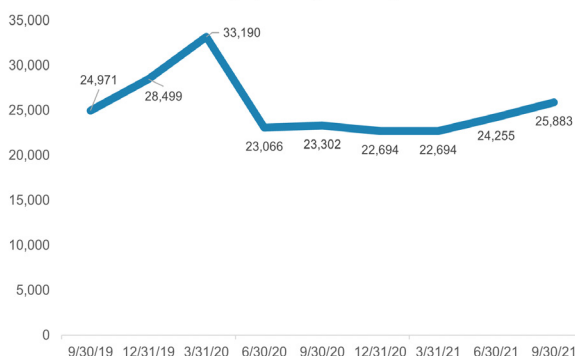

## Commentary and Trends SB Loop

During the first quarter of FY 21/22, SBCTA's SB Loop vanpool program recorded the highest number of trips since the onset of COVID-19: an increase of 7% over the fourth quarter of FY 20/21. The program added one additional vanpool in the first quarter to offset the loss of three vanpools during the fourth quarter of 19/20. The first quarter growth in passenger trips resulted in increased passenger miles and passenger revenue, effectively reducing the subsidy and average cost per vanpool trip.

## Performance

SB Loop	4th Quarter (Apr-May-Jun)			1st Quarter (Jul-Aug-Sep)	
	Prior Year	Current Year		Current Year	% change from
	FY 19/20	FY 20/21	% change	FY 21/22	4th Quarter
<b>SYSTEM Totals</b>					
Number of Vanpools	57	54	-5%	55	2%
Vanpool Passenger Trips	22,907	24,255	6%	25,883	7%
<b>SYSTEM Performance</b>					
Passenger Miles	893,180	986,832	10%	1,064,911	8%
Passengers/Rev Miles	39.0	40.7	4%	41.1	1%
<b>OPERATIONS Expense</b>					
Subsidies Disbursed	\$66,787	\$62,793	-6%	\$63,690	1%
Passenger Revenue	\$171,490	\$195,714	14%	\$202,427	3%
Subsidy per Passenger Trip	\$2.92	\$2.59	-11%	\$2.46	-5%
Average Cost per Passenger Trip	\$10.40	\$10.66	2%	\$10.28	-4%

SB Loop Quarterly Ridership

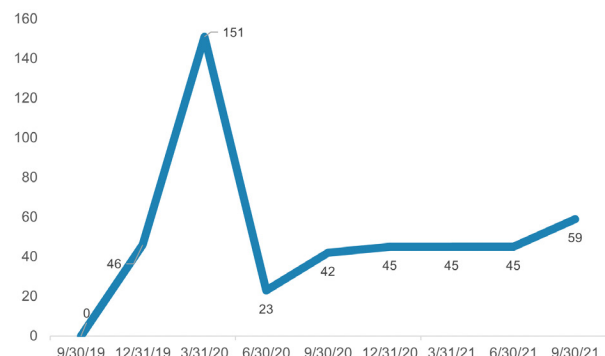


## ONT Lyft

SBCTA's partnership with Lyft to provide trips between Metrolink stations and the Ontario Airport experienced a 3% growth in ridership after three consecutive quarters with no change in ridership. This includes a 32% increase in repeat riders and a significant increase in rides originating from the Montclair Metrolink station. Fourth quarter performance in FY 20/21 is shown to have doubled over the same time period in FY 19/20 which was the first full quarter during the stay-at-home orders for COVID-19.

ONT Lyft	4th Quarter (Apr-May-Jun)			1st Quarter (Jul-Aug-Sep)	
	FY 19/20	FY 20/21	% change	Current Year FY 21/22	% change from 4th Quarter
<b>SYSTEM Passenger Boardings by Line</b>					
TOTAL Rides	23	45	96%	59	31%
Total Rides Redeemed by Mobile App	21	43	105%	58	35%
Total Rides Redeemed by Call Center	22	2	-91%	1	-50%
Repeat Rides	15	31	107%	41	32%
Repeat Riders	5	14	180%	13	-7%
<b>Rides by Origin</b>					
Ontario Airport	12	22	83%	28	27%
Montclair	4	8	100%	20	150%
Rancho Cucamonga	2	9	350%	8	-11%
Upland	1	2	100%	1	-50%
Ontario East	4	3	-25%	2	-33%
Cancelled Rides (by Rider)	0	1	—	0	-100%

ONT Lyft Quarterly Ridership





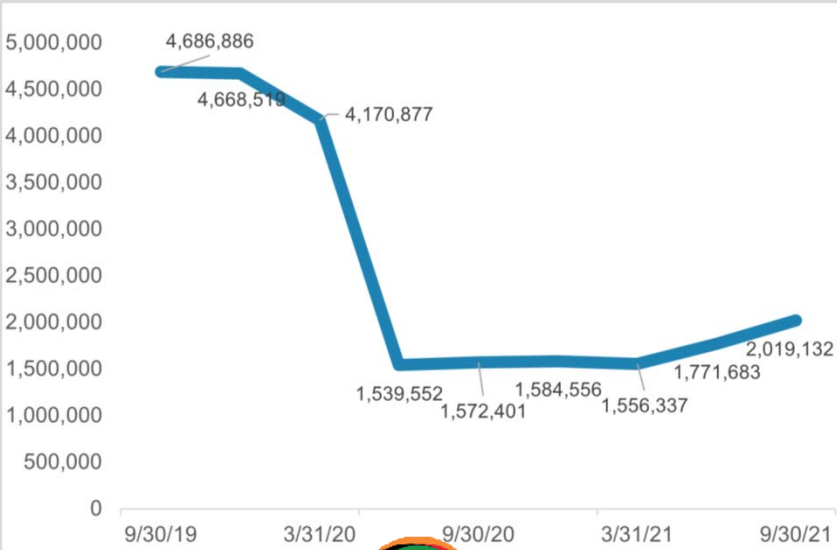
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# FY 2020/2021 Fourth Quarter Transit & FY 2021/2022 First Quarter Multimodal Transportation Quarterly Update

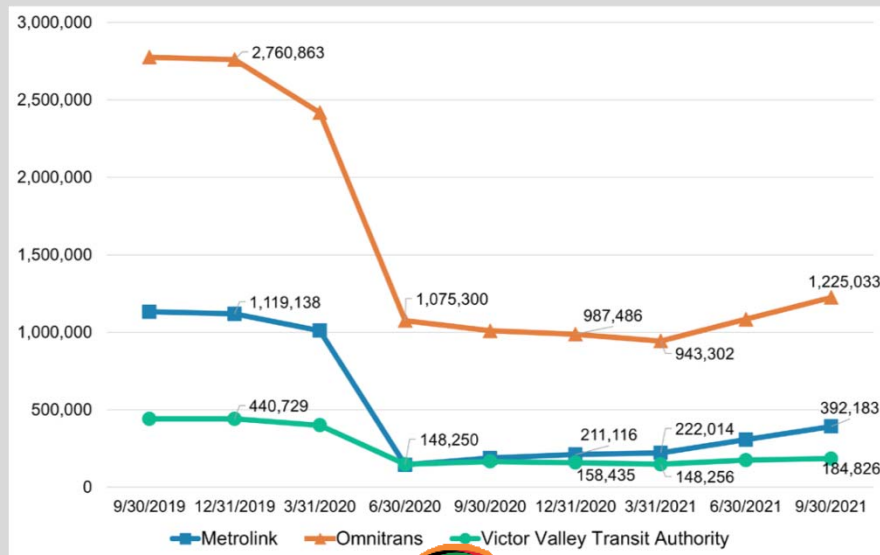
Nicole Soto  
Multimodal Mobility Programs Administrator



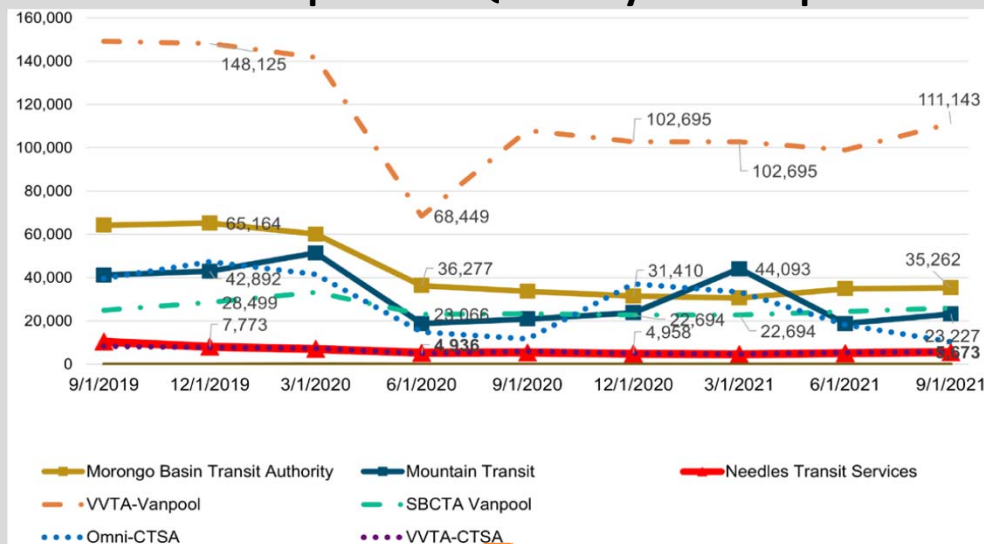
Quarterly System-Wide Ridership



## Large Operators Quarterly Ridership



## Small Operators Quarterly Ridership



## ***Minute Action***

AGENDA ITEM: 18

***Date:*** January 5, 2022

***Subject:***

Mountain Transit Short Range Transit Plan

***Recommendation:***

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

- A. Receive and file a report on the Mountain Transit Short Range Transit Plan from Michelle Kirkoff of MK Consulting.
- B. Approve the Mountain Transit Short Range Transit Plan for Fiscal Year 2021/2022 - 2025/2026.

***Background:***

San Bernardino County Transportation Authority (SBCTA) requires each transit agency to prepare a Short Range Transit Plan (SRTP), which is a multi-year operating and capital plan. This plan allows for SBCTA to review the operators' future transit projects as well as provides important funding forecast information to ensure transit operators have the resources to operate over the next five years.

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

The Mountain Transit (MT) SRTP provides a thorough review of existing transit services currently provided in the MT service area, reflecting an in-depth look at the transit system currently in place and an evaluation of the optimal manner in which transit can meet the public's needs within this dynamic area. This time period is unique as work on the SRTP began during the COVID-19 pandemic. MT with their consultant, MK Consulting, worked at balancing their present needs, and those in the future, while being mindful of the uncertainty of the coming years.

The following are highlights of the resulting recommendations and are outlined in the SRTP in Chapter 8: *Action Plan*, provided as a separate attachment.

**Fiscal Year (FY) 2021/2022**

- A. Management and Finance: Evaluate the benefits and impacts from the Big Bear Valley (BBV) free fares demonstration. If deemed a success, and based on increases in costs due to inflation or increases in ridership, seek out and finalize FY 2022/23 partner contributions so as to sustain the BBV free fare program.

*Entity: San Bernardino County Transportation Authority*

**B. Marketing:**

1. Given the significant changes to BBV fixed route services, develop a plan to survey riders and stakeholders to gather additional information to assist in fine tuning future service changes, and determine if agency-approved goals are being met.
2. Along with assistance from partners and stakeholders, develop a marketing plan and budget to inform the public of service changes, new services and changes to fare policies, and changes to the Dial-a-Ride (DAR) service becoming an Americans with Disabilities Act (ADA) only service.
3. Due to the system re-design and implementation, determine incremental costs and needs to bus stop signage and customer outreach materials.

**C. Service and Schedule:**

1. Upon completion of the Stater Bros bus turnout/shelter project, reroute/adjust schedules to move all bus activity from in front of Stater Bros to the new turnout on Big Bear Boulevard.
2. BBV DAR: Create eligibility criteria, develop procedures to vet and approve riders to use the new service, and fine tune scheduling, dispatch and operational procedures.
3. Solidify plans to incorporate the following service enhancements into the FY 2022/23 budget:
  - a. Big Bear Lake (BBL) Off the Mountain (OTM) #6: Add Wednesdays to the schedule and adjust for Arrow Service.
  - b. Rim of the World (RIM) #4: Add Sundays to the schedule.
  - c. RIM #8/Weekend Trolley: Coordinate with sponsors on event centers so as to develop a route and schedule service to commence in FY 2022/23 and coordinate a marketing and outreach plan with the sponsors.

**D. Capital:**

1. Complete the bus turn-out and shelter in front of the Stater Bros Center. Seek reimbursement for funds expended.
2. Purchase seven revenue buses and seek reimbursement for funds expended.

**FY 2022/2023****A. Management and Finance:**

1. Evaluate new partnerships implemented in the prior FY and as needed, modify policies, agreements and guidelines.
2. Seek out and finalize partner contributions for next FY so as to sustain the BBV free fare program. If feasible, seek multi-year commitments from partners.
3. Seek out potential RIM partners to consider a free fare demonstration program in the RIM service area.

**B. Marketing: Continue to improve on outreach as implemented in the prior FY and plan for the next FY.****C. Service and Schedule:**

1. Implement new service:
  - a. BBL OTM Route (Rt.) #6: Add Wednesdays and incorporate service to Arrow Service.
  - b. RIM OTM Rt. #5: Adjust service to incorporate Arrow Service.
  - c. RIM Rt. #4: Add a 4th day (Sundays) to the schedule.
  - d. Reinstate RIM Rt. #8/Weekend Trolley
2. Solidify plans to incorporate the following service enhancements into next year's budget:
  - a. BBL RIM Rt. #4: Add a 5th day (Wednesday) to the schedule.

3. BBV fixed routes/DAR/Airport Connexx Services: Monitor services and ridership to ensure smooth running headways and minimize any overcrowding impacts as a result of free fares.

D. Capital: Purchase one revenue bus and seek reimbursement for funds expended.

#### **FY 2023/2024**

- A. Management/Finance: Based on impact of ridership due to BBV free fares and negotiations in FY 2022/23, the agreements and partnerships should be in place with BBV funding partners so as to sustain services for the next three fiscal years.
- B. Marketing: continue to improve on outreach as implemented in the prior FY and plan for the next FY.
- C. Service and Schedule:
  1. Implement new service: RIM Rt. #4: Add a 5th day (Wednesdays) to the schedule.
  2. Solidify plans to incorporate the following service enhancements into next year's budget:
    - a. BBV Gold Line: Increase headways to 30 minutes and expand service hours to match the Red Line.
    - b. BBV Airport Connexx: Add additional days to the service.
- D. Capital: Purchase six revenue buses and seek reimbursement for funds expended.

#### **FY 2024/2025**

- A. Management and Finance:
  1. Consider reporting performance data on the MT website, for public view.
  2. Prepare and release a Request for Proposals (RFP) for the FY 2026/27 through FY 2031/32 SRTP.
- B. Marketing: Continue to improve on outreach as implemented in the prior FY and plan for the next FY.
- C. Service and Schedule:
  1. Implement new service:
    - a. BBV Gold Line: Increase headways to 30 minutes and expand hours of service to match the Red Line.
    - b. BBV Airport Connexx: Add additional days to the service.
  2. Solidify plans to incorporate the following service enhancements into next year's budget: RIM Rt. #4: Expand service to seven days a week.
- D. Capital:
  1. Purchase seven revenue buses and seek reimbursement for funds expended.
  2. Seek and apply for grants to offset electric infrastructure costs needed to introduce battery electric buses into the fleet in Year 5.

#### **FY 2025/2026**

- A. Management and Finance:
  1. Conduct the FY 2026/27 through FY 2031/32 SRTP.
  2. Seek out and finalize next fiscal year's partner contributions so as to sustain the BBV free fare program. If feasible, seek multi-year commitments from partners.
- B. Marketing: Continue to improve on outreach as implemented in the prior FY and plan for the next FY.
- C. Service and Schedule: Implement: RIM Rt. #4: expand to seven days a week.

## Board of Directors Agenda Item

January 5, 2022

Page 4

## D. Capital

1. Purchase seven gasoline buses and two electric buses.
2. Install one charger to service the two electric buses, along with backup generators at both bases. Seek reimbursement for funds expended.
3. Purchase two non-revenue trucks.

***Financial Impact:***

This item is consistent with the Fiscal Year 2021/2022 Budget.

***Reviewed By:***

This item was reviewed and unanimously recommend for approval by the Transit Committee on December 9, 2021.

***Responsible Staff:***

Nancy Strickert, Transit Program Manager

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Approved  
Board of Directors  
Date: January 5, 2022

Witnessed By:

# MOUNTAIN TRANSIT SHORT RANGE TRANSIT PLAN FY 2021-22 to FY 2025-26

*OCTOBER 2021*

**PREPARED FOR:**



**PREPARED BY:**





# Executive Summary



In order for Mountain Transit (MT) to apply for and receive local, State and Federal funding, MT is required to prepare, adopt and submit a Short Range Transit Plan (SRTP) to the county transportation commission, the San Bernardino County Transportation Authority (SBCTA). Projects contained within the SRTP provide the basis for the Regional Transportation Improvement Program, which is the programming instrument for Federal funds that implement the Regional Transportation Plan.

An up to date SRTP is also the tool that drives the Agency's guiding vision and mission for service provision and future investments. It is a living document that uses current information, financial resources, and performance targets to plan for local public transit services. The Fiscal Year (FY) 2022 through FY 2026 SRTP balances MT's projected costs and revenues over a five-year timeframe.

As such, the SRTP process has included the following activities:

1. Opportunities for current transit riders ("riders"), the public and stakeholder input into the future of public transportation services throughout the MT service area.
2. Market research that provides a profile of current MT patrons, their satisfaction level with services provided and priorities for improvements.
3. Review of current service and recommendations for future service.
4. Development of five-year Operating, Capital and Financial Plans, that uses conservative, anticipated expenses matched with likely revenue sources.

Mountain Transit is a unique transit agency in that it serves two very different mountain communities. The Big Bear Valley (BBV) encompasses the communities in the eastern portion of the San Bernardino Mountains, including, but not limited to the City of Big Bear Lake as well as the unincorporated communities of Big Bear City, Erwin Lake, Fawnskin, Lake Williams and Sugarloaf. The communities in the western portion of the San Bernardino Mountains (RIM area), includes but is not limited to the unincorporated communities of Lake Arrowhead, Blue Jay, Twin Peaks, Rim Forest, Top Town, Crestline, Cedar Pines and Running Springs. When the document refers to the "Mountain Communities", this is a reference to both the BBV and the RIM communities.

**Service Plan.** The process that created the SRTP used feedback from riders, the public and stakeholders, to craft the following recommended service strategies. These strategies are presented in detail in [Chapter 4: Service Plan](#) and are key service enhancements that have been budgeted for and included in the financial portion of the five-year SRTP.

**BBV Service.** All existing routes will be enhanced, streamlined, and re-imagined starting in FY 2021-22, with the key transfer point being in the Big Bear Lake Village (“Village”) and with two of the three fixed route' schedules are timed so as to minimize transfer delays at the Interlaken/Staters' shopping centers. The near- and long-term changes include:

1. BBV fixed route 1 and 11: will increase headways to 30 minutes seven days a week, and in October 2021 will no longer charge fares directly to the riders. The Blue Line (former Route 1) will travel between the Village to Boulder Bay, and the Red Line (former Route 11) will travel from the Village to Erwin Lake.
2. BBV fixed route 3: will begin with 60-minute headways seven days a week, and in October 2021 will no longer charge fares directly to the riders. The Gold Line (former Route 3) will expand its travel on the North Shore of the Valley between Paradise Way to Stanfield Cutoff, to the Village. Beginning in FY 2024-25, the Gold Line will increase its headways to 30 minutes.
3. BBV fixed route 9: this seasonal route will now provide all transit services from the Big Bear Mountain Resorts (BBMR) remote parking lots, to and from Bear Mountain and Snow Summit resorts. The Green Line (former Route 9) will operate from November through April with 15 minute headways seven days a week and will be offered at no charge to the riders.
4. BBV Dial-a-Ride (DAR): with other BBV fixed route service provided at no charge to the rider in October 2021, BBV DAR will no longer charge a fare; however, at this time the service will be limited to individuals who meet the Americans with Disabilities Act (ADA) guidelines for companion services to fixed route transit services.
5. Airport Connexx: is an on-demand service between the BBV Airport to the Village or Resorts, at no charge to the riders, on weekends and holidays. In FY 2024-25, the service will expand further adding more hours mid-week and during holiday periods.
6. BBV Off The Mountain (OTM) / Route 5: there are currently two trips on Mondays and Fridays which provide long distance connections to the San Bernardino Valley. In FY 2022-23, a third day will be added to the schedule and the route will be adjusted to provide connectivity to Redlands Passenger Rail (branded as “Arrow”), which is scheduled to begin service on the nine-mile rail route from Redlands to San Bernardino, in 2022.

**RIM Service.** All current routes and fare structures will remain but will be streamlined and improved during the five-year planning period. The near- and long-term changes include:

1. RIM fixed route 2: although there are no planned changes to the route or headways, MT will continue to work with local stakeholders and employers to continue to refine the route.
2. RIM fixed route 4: currently operating on Thursdays, Friday and Saturdays, at 100-minute headways, MT will work towards adding additional days each FY so that by FY 2025-26, the route will be seven days a week.
3. RIM fixed route 8 “Weekend RIM Trolley”: due to the pandemic and cancellation of most of the weekend events in Lake Arrowhead, this route was suspended in May of 2020 and has continued to not operate. Beginning in FY 2022-23, the Route will resume on weekends from May until October.

4. RIM OTM / Route 6: this service will continue to provide three trips a day, Mondays through Fridays, to target RIM commuters that use OTM to travel to and from work, in the San Bernardino Valley.
5. RIM DAR: this service will continue to be open to the public, seven days a week, with slightly reduced hours of operations on weekends.

**Operating Plan.** The SRTP Operating Plan has been developed to support the services proposed in the [Chapter 4: Service Plan](#). The key recommendations from the [Chapter 5: Operating Plan](#), include:

1. **Expenditure Assumptions.** The COVID-19 pandemic created an employee and materials shortage, which has impacted the expense side of this Plan. Although the increases in salaries and supplies are not expected to continue to increase at the current pace during the five-years, it has resulted in a marked increase in expenditures for FY 2021-22. Beyond the first FY, the rate of increase for operational expenses will be between 1% to 3% (wages, benefits, insurance and maintenance activities).
2. **Ridership Projections.**
  - a. **BBV:** due to the introduction of free fares, BBMR service, additional service, as well shorter headways on fixed routes, the anticipated increase in ridership from FY 2020-21 to FY 2021-22 is anticipated to increase over 400%. This increase is projected based on the performance of the routes pre-pandemic, as well as research on transit systems that introduced free fares. Beyond FY 2021-22, the growth will slow between 5% to 14.5% year over year.
  - b. **RIM:** due to adjustments to routes in FY 2021-22, MT will work towards recovering ridership to pre-pandemic levels, by the end of year three of the SRTP. With minor improvements and additional VSHs added to RIM routes starting each year beginning in FY 2022-23, ridership is projected to increase between years three and four by 8%, then an additional 12% between years four and five.
3. **Staffing.** Hiring and retaining employees has become a challenge during the pandemic period. The RIM staffing compliment will remain relatively stable during the five-year period; however, there will be marked increases to the BBV staff beginning in FY 2021-22, and the driver compliment will increase when the seasonal BBV Green Line service begins in November 2021. There were slight adjustments to the organizational structure in FY 2020-21, and it is anticipated that this structure will remain during the Plan period.

**Capital Plan.** The SRTP [Capital Plan \(Chapter 6\)](#) has been developed to support the [Chapter 4:Service Plan](#) and includes a program of projects in five categories: revenue buses (which includes gasoline, diesel, and battery electric buses or BEBs), facilities, transit enhancement (bus stops and shelters), equipment and agency support vehicles. The focus of is to introduce enough revenue buses to provide for increases in service, while looking to the future when the fleet must transition to zero emission BEBs. The other high capital priority is the completion of administrative and maintenance facilities in RIM and BBV. There are issues surrounding all major capital projects, creating delays and increases to construction costs. During the pandemic, the manufacturing of all buses (gasoline and BEB) has been severely impacted, with a lack of product availability resulting in large price increases. The same manufacturing issues have impacted construction prices, where MT has been working with the current design teams to ensure that the new facilities will meet their short- and long-term needs, all the while delivered within the budget parameters set by MT and its funding partner, SBCTA. Last, the

Agency has concerns that based on current BEB product availability, it will be a challenge for electric buses to accommodate the Agency's needs, including vehicle reliability with an ability to navigate and travel through the windy mountain roads, in grade conditions, during four seasons weather conditions. This concern is on top of the BEB product availability for cutaway buses (which MT primarily utilizes) and the large increases in price these buses now cost as a result of the pandemic.

**Financial Plan.** The SRTP combines the expenses from the Operating and Capital Plans and matches them with a revenue stream to ensure that the Agency can implement the service strategies outlined in Chapter 4 throughout the five-year period.

1. The revenue streams proposed are the traditional funding sources the Agency has received in the past. Many of the funds that are passed through or allocated by SBCTA, and those annual funding estimates were provided by SBCTA and incorporated into the five-year plan.
2. The most significant change to the Financial Plan is the introduction of free fares in the BBV. This has been developed in partnership with key private and public sector agencies ("Partners"), that also share MT's vision that free fares can stimulate the economy and assist employees with a solution to travel to/from work and activities, all the while reducing traffic and improving air quality. The BBV Partners will contribute 10% to the cost of fixed route (Red, Blue and Gold Lines), DAR and airport on demand services (Airport Connexx) with BBMR providing 100% of the cost of transportation to and from the resorts (Green Line).
3. The RIM fare structure has been more challenging to address, in that the current routes travel long distances with a zonal fare structure. Over the years, both drivers and riders have found the zones to be confusing; however, changing to a flat fare structure would disadvantage a portion of the current riders. Therefore, based on the success of the BBV free fare structure, Staff will pursue partnerships in the RIM area with the goal that a free fare fixed route strategy may be applied to the RIM area. Should this not come to fruition, it is recommended MT restructure the RIM fixed routes to shorten the route lengths and introduce a flat rate fare structure (as currently done in the BBV).
4. With the introduction of BBV Partners that provide revenue to replace fares with partnership contributions, this strategy will also assist with the Agency's overall farebox return where in FY 2021-22, MT anticipates a system-wide return of 20.0%.

**SRTP Organization.** The FYs 2022-2026 SRTP is organized in the following manner:

1. [Chapter 1](#) is an introduction to MT service, administration, and capital projects, as well as a review of the fares and standards.
2. [Chapter 2](#) provides a summary of key population, employment and demographic trends and compares those trends to the 2021 Rider/Public Survey, as well as other observations from the Stakeholder Survey.
3. [Chapter 3](#) revisits the recommended performance standards from the 2016 SRTP and provides recommendations to monitor the ongoing performance of all transit services.
4. [Chapter 4](#) is the Service Plan, which provides an evaluation of MT transit services and needs, provides recommendations to improve upon existing service and options for service expansion and future opportunities.
5. [Chapter 5](#) provides the Operating Plan, including assumptions for staffing and expenses over the five-year period.
6. [Chapter 6](#) outlines the Capital Plan, with assumptions for costs over the SRTP period.

7. [Chapter 7](#) contains the Financial Plan for the five-year period, describing sources and uses of funding for the operating and capital programs, in an anticipated and conservative funding environment.
8. [Chapter 8](#) is an Action Plan with recommendations itemized by fiscal year. The Action Plan is broken down further by grouping strategies into four functional areas.
9. [Appendices](#) are at the end of this document and are identified and referenced throughout the Plan.



# Mountain Transit Short Range Transit Plan FYs 2022 to 2026



January 5, 2022

Presented to the SBCTA Board of Directors

Prepared for:

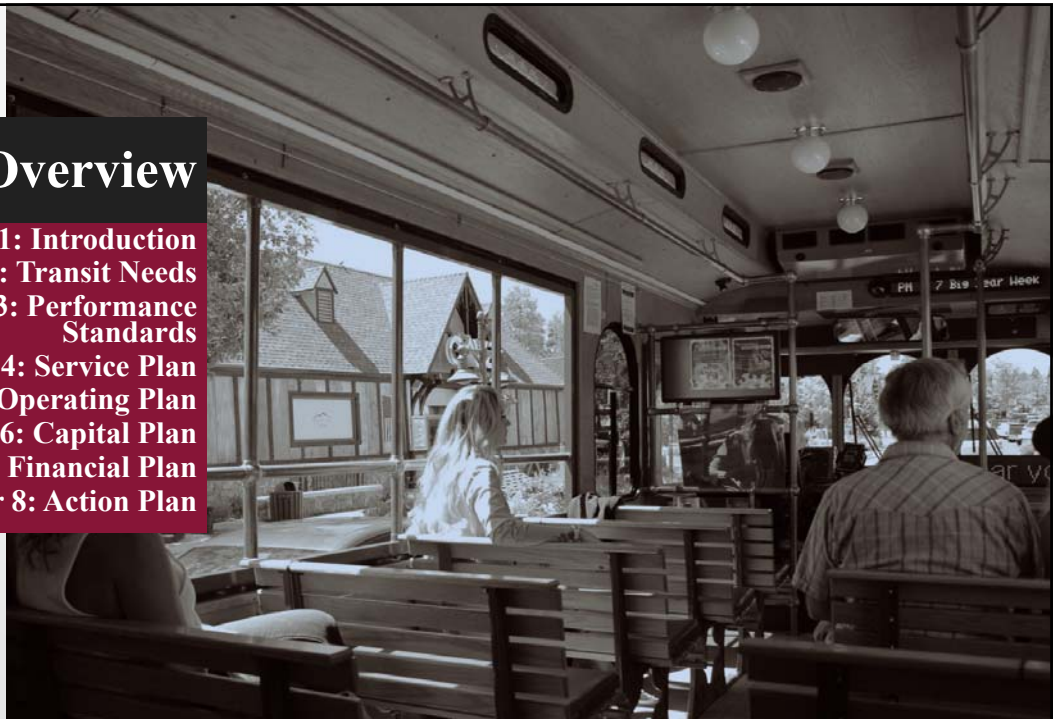


Prepared by:



## SRTP Overview

- Chapter 1: Introduction
- Chapter 2: Transit Needs
- Chapter 3: Performance Standards
- Chapter 4: Service Plan
- Chapter 5: Operating Plan
- Chapter 6: Capital Plan
- Chapter 7: Financial Plan
- Chapter 8: Action Plan





## Chapter 2: Transit Needs

### Challenges:

- ▶ Multiple communities and needs
- ▶ Expansive areas with low population density
- ▶ Lack of employment centers
- ▶ Variety of jurisdictions
- ▶ Seasonal roadway congestion
- ▶ Economic uncertainties

### Strengths:

- ▶ Ridership is slowly improving
- ▶ Federal financial assistance
- ▶ Proactive, looking to the future
- ▶ Developing partnerships
- ▶ New technology
- ▶ Lean & mean staff

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## Highlights from Both Surveys

- ▶ More Stakeholders have ridden MT
- ▶ Satisfaction level: All riders (6.1), BBV (5.9), RIM (6.3), Stakeholders (5.8)
- ▶ Requested service increases/expansion:
  - BBV: Redlands, Discovery Center and North Shore communities/attractions
  - RIM: Redlands, Sky Park, Rim Forest
- ▶ Improvements: earlier/later service; more weekend service; bus stop improvements



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## Chapter 2

## Rider/Public Survey Results

## Chapter 2

- ▶ 81 surveys: 49 (BBV) & 32 (RIM); of which 84% residents
- ▶ 40% use MT for shopping/errands & 36% use MT for work
- ▶ 51% say MT is ONLY transportation
  - ▶ Get info about MT incorporating more technology (website & DoubleMap)
  - ▶ COVID-19 impacts:
    - 42% stated no impact
    - 9 respondents were uncomfortable taking MT

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MKC1

## Chapter 4

## Big Bear Valley Service Plan



### Routes with Free Fares:

- ▶ Blue Line: between the Village & Boulder Bay
- ▶ Gold Line: between the Village & North Shore
- ▶ Green Line: Seasonal resort services
- ▶ Red Line: between the Village & Erwin Lake
- ▶ Airport Connexx: On demand services
- ▶ DAR: transition to ADA service

### Other Routes:

- ▶ Route #5/OTM: FY 22-23 ↑ to 3 days @ week
- ▶ As needed, provide special event services

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## ***Minute Action***

AGENDA ITEM: 19

***Date:*** January 5, 2022

***Subject:***

State Legislative Update

***Recommendation:***

Receive and file the December 2021 State Legislative Update.

***Background:***

San Bernardino County Transportation Authority (SBCTA) Legislative Affairs staff, along with representatives from state advocates, California Advisors, LLC, updated the Legislative Policy Committee on December 8th on the 2022 legislative session, the outlook on negotiations for Fiscal Year (FY) 2021-22 budget trailer bills and looked ahead to the FY 2022-2023 budget.

The Legislature will reconvene the regular session on January 3, 2022, at which point, legislators will immediately begin to work on bills that stalled earlier this year. These two-year measures must clear their house of origin by January 31<sup>st</sup>. Given this deadline, policy hearings are anticipated at the start of the new year. By January 14<sup>th</sup>, policy committees must hear and report to the respective Senate and Assembly the fiscal committee bills introduced in their house in 2021.

The state's Fiscal Year (FY) 2021-22 budget reflects a nearly \$76 billion surplus. Early indications suggest California could have another positive economic year. The Legislative Analyst's Office (LAO) recently projected that there is a good chance that collections from the state's "big three" taxes—personal income, sales, and corporation taxes—will exceed the Budget Act assumption of \$170 billion in FY 2021-22 by at least several billion dollars. Specifically, the LAO has stated that they "estimate the state will have a \$31 billion surplus (resources in excess of current law commitments) to allocate in FY 2022-23".

These estimates will help shape preparations for Governor Gavin Newsom's January budget proposal. The State Constitution requires the Governor to submit a balanced budget proposal to the Legislature by January 10<sup>th</sup>. In press reports, the Governor stated he plans to "substantially increase our one-time investments in infrastructure".

On November 10<sup>th</sup>, the California Citizens Redistricting Commission (Commission) released the first preliminary draft maps outlining what the state's Congressional, Senate, Assembly and Board of Equalization districts could look like starting with the 2022 elections. The Commission notably did so in advance of the California Supreme Court mandated deadline of November 15, 2021.

The next step will be for the public to provide input on these draft maps. Specifically, the Commission announced a series of scheduled meetings to gather feedback beginning on November 17<sup>th</sup>. It is also anticipated that the Commission will hold line drawing sessions. In December, there is a possibility that additional draft maps will be released. The Commission

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

## Board of Directors Agenda Item

January 5, 2022

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must approve and certify final statewide maps to the Secretary of State by no later than December 27<sup>th</sup>.

## Upcoming Legislative Deadlines:

**January 3<sup>rd</sup>** – Legislature reconvenes for a second year of session.

**January 10<sup>th</sup>** – Budget must be submitted by the Governor.

**January 14<sup>th</sup>** – Last day for policy committees to hear and report to fiscal committees fiscal bills introduced in their house in the odd-numbered year.

**January 17<sup>th</sup>** – Martin Luther King, Jr. Day (Observed).

**January 21<sup>st</sup>** – Last day for any committee to hear and report to the floor, bills introduced in that house in the odd-numbered year.

**January 21<sup>st</sup>** – Last day to submit bill requests to the Office of Legislative Counsel.

**January 31<sup>st</sup>** – Last day for each house to pass bills introduced in that house in the odd-numbered year.

Attachment A contains a list of legislative bills that the San Bernardino County Transportation Authority (SBCTA)/San Bernardino Associated Governments (SBCOG) have taken a position on.

Attachment B reflects bills of interest to SBCTA and SBCOG.

***Financial Impact:***

This item has no financial impact on the Fiscal Year 2021/2022 Budget.

***Reviewed By:***

This item was received by the Legislative Policy Committee on December 8, 2021.

***Responsible Staff:***

Otis Greer, Director of Legislative and Public Affairs

Approved  
Board of Directors  
Date: January 5, 2022

Witnessed By:

San Bernardino Council of Governments  
San Bernardino County Transportation Authority

**SAN BERNARDINO COUNTY**  
**TRANSPORTATION AUTHORITY (SBCTA) / COUNCIL OF GOVERNMENTS (SBCOG)**  
**LEGISLATIVE BILL POSITIONS - December 2021**

**ATTACHMENT 1**

Legislation / Author	Description	Bill Status	Position	Date Position Adopted
AB 1260 (Chen)	Exempt from the requirements of the California Environmental Quality Act (CEQA) projects by a public transit agency to construct or maintain infrastructure to charge or refuel zero-emission trains.	Held in Senate Appropriations Committee, will not move forward this year. (8/26/21)	Support / Sponsor	3/10/2021
SB 9 (Atkins)	Would require a local government to ministerially approve a housing development containing two residential units in single-family residential zones. Would also require local governments to ministerially approve urban lot splits.	Approved by the Governor. (9/16/21)	Oppose	3/10/2021
AB 1296 (Kamlager)	Would increase the number of members of the board of the South Coast Air Quality Management District to 15 members by adding 2 environmental justice appointees, one appointed by the Senate Committee on Rules and one appointed by the Speaker of the Assembly.	Failed committee deadline, 2 year bill (5/07/21)	Oppose	3/10/2021
SB 266 (Newman)	Provide assistance acquiring and accepting land immediately adjacent to, and that expands, Chino Hills State Park, by transferring three properties into the state park system.	Approved by the Governor. (10/09/21)	Support	4/14/2021
SB 623 (Newman)	Update SB 1268 to be consistent with the Legislature's intent to protect toll road users' information from being used inappropriately while also ensuring toll agencies can operate their business without litigation.	Failed committee deadline, 2 year bill (4/30/21)	Support	4/14/2021

Attachment: Bill position matrix 12-21 (8214 : State Legislative Update)

**SAN BERNARDINO COUNTY**  
**TRANSPORTATION AUTHORITY (SBCTA) / COUNCIL OF GOVERNMENTS (SBCOG)**  
**LEGISLATIVE BILL POSITIONS - December 2021**

Legislation / Author	Description	Bill Status	Position	Date Position Adopted
AB 703 (Rubio)	Remove the requirements of the Ralph M. Brown Act particular to teleconferencing and allow for teleconferencing subject to existing provisions regarding the posting of notice of an agenda and the ability of the public to observe the meeting and provide public comment.	Failed committee deadline, 2 year bill (5/07/21)	Support	4/14/2021
AB 744 (Rodriguez)	Allow the California Department of Transportation to relinquish approximately eight miles of State Route 83 to the City of Ontario.	Approved by the Governor. (9/22/21)	Support	4/14/2021
SB 278 (Leyva)	Establish new procedures and requirements for employees covered by the California Public Employee Retirement System (CalPERS) in cases where their pensionable benefits are erroneously calculated and reported to CalPERS by their employer.	Approved by the Governor. (9/22/27)	Work With Author	4/14/2021
SB 840 (Holden)	Require the county transportation commissions in the Counties of Los Angeles and San Bernardino to jointly develop, in consultation with certain governmental agencies, a funding and implementation program for regional transit services to include service to international airports within the multicounty region.	Failed committee deadline, 2 year bill. (4/30/21)	Oppose	4/14/2021

Attachment: Bill position matrix 12-21 (8214 : State Legislative Update)

11/18/2021

ATTACHMENT B

[AB 482](#)

**(Ward D) Housing authorities: City of San Diego, County of San Bernardino, and County of Santa Clara: middle-income housing projects pilot program.**

**Current Text:** Amended: 3/17/2021 [html](#) [pdf](#)

**Introduced:** 2/8/2021

**Status:** 9/10/2021-Failed Deadline pursuant to Rule 61(a)(15). (Last location was DESK on 9/1/2021)(May be acted upon Jan 2022)

**Summary:** The Housing Authorities Law authorizes a housing authority of a city or county to, among other things, prepare, carry out, acquire, lease, and operate housing projects and housing developments for persons of low income, as provided. Current law, until January 1, 2022, authorizes a housing authority located in the City of San Diego, the County of San Bernardino, or the County of Santa Clara to implement a pilot program to develop and finance a middle-income housing project, as defined, if the project receives gap financing, as defined. Current law requires any gap financing to be approved by the housing authority's legislative body, as provided. Current law requires the housing authority to provide a report to the Legislature, as specified, on and before January 1, 2020, and on or before January 1, 2022. This bill would extend the authority of a housing authority located in the City of San Diego, the County of San Bernardino, or the County of Santa Clara to implement the above-described pilot program from January 1, 2022, to January 1, 2026.

[AB 713](#)

**(Garcia, Cristina D) State Air Resources Board: greenhouse gas emissions scoping plan: comprehensive health analysis.**

**Current Text:** Amended: 5/24/2021 [html](#) [pdf](#)

**Introduced:** 2/16/2021

**Status:** 8/27/2021-Failed Deadline pursuant to Rule 61(a)(12). (Last location was APPR. SUSPENSE FILE on 7/15/2021)(May be acted upon Jan 2022)

**Summary:** The State Air Resources Board as the state agency charged with monitoring and regulating sources of emissions of greenhouse gases. The state board is required to approve a statewide greenhouse gas emissions limit equivalent to the statewide greenhouse gas emissions level in 1990 to be achieved by 2020 and to ensure that statewide greenhouse gas emissions are reduced to at least 40% below the 1990 level by 2030. The act requires the state board to prepare and approve a scoping plan for achieving the maximum technologically feasible and cost-effective reductions in greenhouse This bill would require the state board to conduct a comprehensive health analysis in conjunction with the development of each update of the scoping plan that includes a framework to provide an overview of the breadth of health impacts and health benefits that may accrue from the outcomes in the scoping plan, as specified.

[AB 897](#)

**(Mullin D) Office of Planning and Research: regional climate networks: regional climate adaptation and resilience action plans.**

**Current Text:** Amended: 7/14/2021 [html](#) [pdf](#)

**Introduced:** 2/17/2021

**Status:** 8/27/2021-Failed Deadline pursuant to Rule 61(a)(12). (Last location was APPR. SUSPENSE FILE on 8/16/2021)(May be acted upon Jan 2022)

**Summary:** Current law requires, by July 1, 2017, and every 3 years thereafter, the Natural Resources Agency to update, as prescribed, the state's climate adaptation strategy, known as the Safeguarding California Plan. Current law establishes the Office of Planning and Research in state government in the Governor's office. Current law establishes the Integrated Climate Adaptation and Resiliency Program to be administered by the office to coordinate regional and local efforts with state climate adaptation strategies to adapt to the impacts of climate change, as prescribed. This bill would authorize eligible entities, as defined, to establish and participate in a regional climate network, as defined. The bill would require the office, through the program, to encourage the inclusion of eligible entities with land use planning and hazard mitigation planning authority into regional climate networks. The bill would authorize a regional climate network to engage in activities to address climate change, as specified.

[AB 950](#)

**(Ward D) Department of Transportation: sales of excess real property: affordable housing, emergency shelters, and feeding programs.**

**Current Text:** Amended: 7/13/2021 [html](#) [pdf](#)

**Introduced:** 2/17/2021

**Status:** 8/27/2021-Failed Deadline pursuant to Rule 61(a)(12). (Last location was APPR. on 7/12/2021)(May be acted upon Jan 2022)

**Summary:** Would authorize the Department of Transportation to sell its excess real property to the city, county, or city and county where the real property is located if the city, county, or city and county agrees to use the real property for the sole purpose of implementing affordable housing, emergency shelters, or feeding programs, as specified. The bill would exempt these sales from the California Environmental Quality Act, except the department would be required to file a notice of exemption with the Office of Planning and Research and the county clerk of the county in which the real property is located.

[AB 1037](#)**(Grayson D) Infrastructure construction: digital construction management technologies.****Current Text:** Amended: 5/3/2021 [html](#) [pdf](#)**Introduced:** 2/18/2021**Status:** 9/10/2021-Failed Deadline pursuant to Rule 61(a)(15). (Last location was INACTIVE FILE on 8/23/2021)(May be acted upon Jan 2022)**Summary:** Would require the Department of General Services to develop guidance, policies, and procedures for the integration and development of digital construction technologies for use on a civil infrastructure project, as defined, that is developed by specified state entities and has a state project cost of greater than \$50,000,000. The bill would require the guidance, policies, and procedures to be published in the State Administrative Manual and the State Contracting Manual, as appropriate, by January 1, 2023. The bill would require the guidance, policies, and procedures to include, among other things, the method for a state department to implement a requirement that a bid or proposal for a civil infrastructure project contract include a digital construction management plan, as specified.[AB 1049](#)**(Davies R) Public Transportation Account: loan repayment.****Current Text:** Introduced: 2/18/2021 [html](#) [pdf](#)**Introduced:** 2/18/2021**Status:** 9/10/2021-Failed Deadline pursuant to Rule 61(a)(15). (Last location was TRANS. on 3/4/2021)(May be acted upon Jan 2022)**Summary:** Current law requires the transfer of a specified portion of the sales tax on diesel fuel to the Public Transportation Account, a trust fund in the State Transportation Fund. Current law requires funds in the account to be allocated to various public transportation and transportation planning purposes, with specified revenues in the account to be allocated by the Controller to specified local transportation agencies for public transportation purposes, pursuant to the State Transit Assistance (STA) Program. Current law provides for each STA-eligible operator within the jurisdiction of the allocating local transportation agency to receive a proportional share of the revenue-based program funds based on the qualifying revenues of that operator, as defined. The Budget Act of 2013 and the Budget Act of 2014 require the Controller, upon the order of the Director of Finance, to transfer specified amounts totaling up to \$55,515,000 as loans from the Public Transportation Account to the High-Speed Passenger Train Bond Fund. This bill would require \$54,000,000 from these loans to be repaid to the Public Transportation Account and would provide that these repaid funds are available, upon appropriation by the Legislature, to help offset the loss of revenues incurred by transit operators during the COVID-19 pandemic.[AB 1190](#)**(Maves I) Parks and recreation: County of San Bernardino: Big Morongo Canyon Preserve.****Current Text:** Introduced: 2/18/2021 [html](#) [pdf](#)**Introduced:** 2/18/2021**Status:** 7/14/2021-Failed Deadline pursuant to Rule 61(a)(11). (Last location was GOV. & F. on 6/9/2021)(May be acted upon Jan 2022)**Summary:** Would authorize the County of San Bernardino to convey fee title in lands within the Big Morongo Canyon Preserve acquired with grant moneys from The Cameron-Unruh Beach, Park, Recreational, and Historical Facilities Bond Act of 1964, the Z'berg-Collier Park Bond Act and the The Safe Neighborhood Parks, Clean Water, Clean Air, and Coastal Protection Bond Act of 2000, as provided, to the United States Bureau of Land Management, as specified.[AB 1260](#)**(Chen R) California Environmental Quality Act: exemptions: transportation-related projects.****Current Text:** Amended: 7/6/2021 [html](#) [pdf](#)**Introduced:** 2/19/2021**Status:** 8/27/2021-Failed Deadline pursuant to Rule 61(a)(12). (Last location was APPR. SUSPENSE FILE on 8/16/2021)(May be acted upon Jan 2022)**Summary:** CEQA includes exemptions from its environmental review requirements for numerous categories of projects, including, among others, projects for the institution or increase of passenger or commuter services on rail or highway rights-of-way already in use and projects by a public transit agency to construct or maintain infrastructure to charge or refuel zero-emission transit buses. This bill would further exempt from the requirements of CEQA projects by a public transit agency to construct or maintain infrastructure to charge or refuel zero-emission trains, provided certain requirements are met, including giving prior notice to the public and holding a noticed public meeting, as provided.[AB 1384](#)**(Gabriel D) Resiliency Through Adaptation, Economic Vitality, and Equity Act of 2022.****Current Text:** Amended: 8/26/2021 [html](#) [pdf](#)**Status:** 9/10/2021-Failed Deadline pursuant to Rule 61(a)(15). (Last location was INACTIVE FILE on 9/10/2021)(May be acted upon Jan 2022)

**Summary:** Current law requires the Natural Resources Agency to release a draft of the state's climate adaptation strategy, known as the Safeguarding California Plan, by January 1, 2017, and every 3 years thereafter, to update the plan by July 1, 2017, and every 3 years thereafter, and to coordinate with other state agencies to identify vulnerabilities to climate change by sectors and priority actions needed to reduce the risks in those sectors. Existing law requires, to address the vulnerabilities identified in the plan, state agencies to maximize specified objectives. This bill would instead require the agency to release the draft plan by January 1, 2024, and every 3 years thereafter, and to update the plan by July 1, 2024, and every 3 years thereafter.

## ACA 1

**(Aguilar-Curry D) Local government financing: affordable housing and public infrastructure: voter approval.**

**Current Text:** Introduced: 12/7/2020 [html](#) [pdf](#)

**Introduced:** 12/7/2020

**Status:** 4/22/2021-Referred to Coms. on L. GOV. and APPR.

**Summary:** The California Constitution prohibits the ad valorem tax rate on real property from exceeding 1% of the full cash value of the property, subject to certain exceptions. This measure would create an additional exception to the 1% limit that would authorize a city, county, city and county, or special district to levy an ad valorem tax to service bonded indebtedness incurred to fund the construction, reconstruction, rehabilitation, or replacement of public infrastructure, affordable housing, or permanent supportive housing, or the acquisition or lease of real property for those purposes, if the proposition proposing that tax is approved by 55% of the voters of the city, county, or city and county, as applicable, and the proposition includes specified accountability requirements.

## ACA 5

**(Voepel R) Motor vehicles: fuel taxes, sales and use taxes, and fees: expenditure restrictions.**

**Current Text:** Introduced: 2/19/2021 [html](#) [pdf](#)

**Introduced:** 2/19/2021

**Status:** 4/22/2021-Referred to Com. on TRANS.

**Summary:** The California Constitution restricts the expenditure of revenues from taxes imposed by the state on fuels used in motor vehicles upon public streets and highways to street and highway and certain mass transit purposes. These restrictions do not apply to revenues from taxes or fees imposed under the Sales and Use Tax Law or the Vehicle License Fee Law. This measure would explicitly restrict the expenditure of all interest earned and other increment derived from the investment of those tax revenues and any proceeds from the lease or sale of real property acquired using those tax revenues only for the purposes described above.

## SB 5

**(Atkins D) Affordable Housing Bond Act of 2022.**

**Current Text:** Amended: 3/10/2021 [html](#) [pdf](#)

**Introduced:** 12/7/2020

**Status:** 9/10/2021-Failed Deadline pursuant to Rule 61(a)(15). (Last location was HOUSING on 3/18/2021)(May be acted upon Jan 2022)

**Summary:** Would enact the Affordable Housing Bond Act of 2022, which, if adopted, would authorize the issuance of bonds in the amount of \$6,500,000,000 pursuant to the State General Obligation Bond Law. Proceeds from the sale of these bonds would be used to fund affordable rental housing and homeownership programs. The bill would state the intent of the Legislature to determine the allocation of those funds to specific programs. This bill would provide for submission of the bond act to the voters at the November 8, 2022, statewide general election in accordance with specified law.

## SB 66

**(Allen D) California Council on the Future of Transportation: advisory committee: autonomous vehicle technology.**

**Current Text:** Amended: 4/28/2021 [html](#) [pdf](#)

**Introduced:** 12/7/2020

**Status:** 8/27/2021-Failed Deadline pursuant to Rule 61(a)(12). (Last location was APPR. SUSPENSE FILE on 8/19/2021)(May be acted upon Jan 2022)

**Summary:** Would require the Secretary of Transportation to establish an advisory committee, the California Council on the Future of Transportation, to provide the Governor and the Legislature with recommendations for changes in state policy to ensure that as autonomous vehicles are deployed, they enhance the state's efforts to increase road and transit safety, promote equity, and meet public health and environmental objectives. The bill would require the council to be chaired by the secretary and consist of 23 additional members, selected by the chair or designated, as specified.



**Current Text:** Amended: 5/25/2021 [html](#) [pdf](#)**Introduced:** 2/18/2021**Status:** 9/10/2021-Failed Deadline pursuant to Rule 61(a)(15). (Last location was INACTIVE FILE on 6/1/2021)(May be acted upon Jan 2022)**Summary:** Current sales and use tax laws impose taxes on retailers measured by gross receipts from the sale of tangible personal property sold at retail in this state, or on the storage, use, or other consumption in this state of tangible personal property purchased from a retailer for storage, use, or other consumption in this state, measured by sales price. The Sales and Use Tax Law provides various exemptions from those taxes. This bill would provide an exemption from those taxes with respect to the sale in this state of, and the storage, use, or other consumption in this state of, a qualified motor vehicle. The bill would define "qualified motor vehicle" as a specified zero-emission truck. The bill would disallow the exemption for sales or uses made on or after January 1, 2025, if the purchaser also received other specified benefits.**SB 674****(Durazo D) Public Contracts: workforce development: covered public contracts.****Current Text:** Amended: 8/30/2021 [html](#) [pdf](#)**Introduced:** 2/19/2021**Status:** 9/10/2021-Failed Deadline pursuant to Rule 61(a)(15). (Last location was INACTIVE FILE on 9/9/2021)(May be acted upon Jan 2022)**Summary:** Would require the Labor and Workforce Development Agency to create 2 programs, to be known as the California Jobs Plan Program and the United States Jobs Plan Program. The bill would require the programs to meet specified objectives, including supporting the creation and retention of quality, nontemporary full-time jobs, as specified, and the hiring of displaced workers and individuals facing barriers to employment. The bill would require, as a component of applications for covered public contracts, as defined, the creation of forms for each program that state the minimum numbers of proposed jobs that are projected to be retained and created if the applicant wins the covered public contract. These components of the application would be known as the California Jobs Plan and the United States Jobs Plan, which the bill would define.**SB 798****(Wieckowski D) Trade Corridor Enhancement Account.****Current Text:** Introduced: 2/19/2021 [html](#) [pdf](#)**Introduced:** 2/19/2021**Status:** 9/10/2021-Failed Deadline pursuant to Rule 61(a)(15). (Last location was RLS. on 2/19/2021)(May be acted upon Jan 2022)**Summary:** Current law creates the Trade Corridor Enhancement Account to receive revenues attributable to 50% of a \$0.20 per gallon increase in the diesel fuel excise tax imposed by the Road Repair and Accountability Act of 2017 for corridor-based freight projects nominated by local agencies and the state. Current law makes these funds and certain federal funds apportioned to the state available upon appropriation for allocation by the California Transportation Commission for trade infrastructure improvement projects that meet specified requirements. This bill would make nonsubstantive changes to this provision.**SCA 2****(Allen D) Public housing projects.****Current Text:** Introduced: 12/7/2020 [html](#) [pdf](#)**Introduced:** 12/7/2020**Status:** 9/1/2021-Ordered to inactive file on request of Senator Allen.**Summary:** The California Constitution prohibits the development, construction, or acquisition of a low-rent housing project, as defined, in any manner by any state public body until a majority of the qualified electors of the city, town, or county in which the development, construction, or acquisition of the low-rent housing project is proposed approve the project by voting in favor at an election, as specified. This measure would repeal these provisions.**SCA 4****(Wilk R) Legislature: 2-year budget.****Current Text:** Introduced: 2/17/2021 [html](#) [pdf](#)**Introduced:** 2/17/2021**Status:** 4/7/2021-Referred to Coms. on B. & F.R. and E. & C.A.**Summary:** Would limit the Legislature, in the first year of the regular session, to considering or acting upon only the Budget Bill and related bills, and up to 5 bills introduced by each of the standing committees of the Legislature, as specified. The measure would require the Governor to submit to the Legislature a budget for the ensuing 2 fiscal years within the first 10 days of the first calendar year of the biennium of the legislative session, and would require the Legislature to adopt by June 15 of the first calendar year of the biennium of the legislative session a Budget Bill that appropriates funds to support state government for the next 2-year fiscal period commencing on July 1. The measure, in the second year of the regular session, would limit the Legislature to considering or acting upon only legislation other than the Budget Bill and related bills. The Legislature, by a 2/3 vote of each house, would be authorized, however, to amend an enacted Budget Bill and related bills in both calendar years of the biennium.



## ***Minute Action***

AGENDA ITEM: 20

***Date:*** January 5, 2022

***Subject:***

Federal Legislative Update

***Recommendation:***

Receive and file the December 2021 Federal Legislative Update.

***Background:***

San Bernardino County Transportation Authority (SBCTA) Legislative Affairs staff, along with representatives from federal advocates, Potomac Partners DC, LLC, updated the Legislative Policy Committee on December 8th, on the passage of the bipartisan infrastructure bill, federal surface transportation reauthorization bill, as well as upcoming negotiations on a broad social infrastructure bill and the Fiscal Year (FY) 2022 budget.

Work in the House of Representatives in late October and early November was dominated by the bipartisan infrastructure bill that the Senate had passed back in August 2021. On Monday, November 15, 2021, President Biden signed H.R. 3684 - *Infrastructure Investment and Jobs Act (IIJA)* into law. The IIJA proposes to spend approximately \$1.2 trillion over five years on infrastructure projects. The funding includes approximately \$650 billion in reauthorization of surface transportation legislation as well as approximately \$550 billion in new spending for infrastructure in transportation, energy & power, broadband, water & resiliency and environmental remediation.

The approximately \$550 billion in new infrastructure spending is broken down within the following categories:

- |                                |               |
|--------------------------------|---------------|
| • Transportation               | \$284 billion |
| • Energy & Power               | \$73 billion  |
| • Broadband                    | \$65 billion  |
| • Water                        | \$55 billion  |
| • Resiliency                   | \$46 billion  |
| • Environmental remediation    | \$21 billion  |
| • Western water infrastructure | \$8.3 billion |

The State of California will receive the largest share of IIJA funding at approximately \$45 billion in formula funding over five years. Jurisdictions statewide will also be eligible to compete for funding in grant programs with billions of dollars more in available funds. Approximate formula funding to the state will be divided into the following categories:

- |                                    |                |
|------------------------------------|----------------|
| • Federal-aid highway programs     | \$25.3 billion |
| • Public transit                   | \$9.45 billion |
| • Bridge replacement and repairs   | \$4.2 billion  |
| • Water infrastructure             | \$3.5 billion  |
| • Expansion of EV charging network | \$384 million  |
| • Broadband                        | \$100 million  |
| • Wildfire protection              | \$84 million   |
| • Cyberattack protection           | \$40 million   |

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

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Attachment A: White House fact sheet on IIJA estimated funding for the State of California.

***Financial Impact:***

This item has no financial impact on the Fiscal Year 2021/2022 Budget.

***Reviewed By:***

This item was received by the Legislative Policy Committee on December 8, 2021.

***Responsible Staff:***

Otis Greer, Director of Legislative and Public Affairs

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Approved  
Board of Directors  
Date: January 5, 2022

Witnessed By:

San Bernardino Council of Governments  
San Bernardino County Transportation Authority



### ***The Infrastructure Investment and Jobs Act will Deliver for California***

President Biden and Vice President Harris support the Senate's passage of the Infrastructure Investment and Jobs Act, the largest long-term investment in our infrastructure and competitiveness in nearly a century. **The need for action in California is clear and recently released state-level data demonstrates that the Infrastructure Investment and Jobs Act will deliver for California.** For decades, infrastructure in California has suffered from a systemic lack of investment. In fact, the American Society of Civil Engineers gave California a **C- grade** on its infrastructure report card. The historic Infrastructure Investment and Jobs Act will make life better for millions of California residents, create a generation of good-paying union jobs and economic growth, and position the United States to win the 21st century. Specifically, the Infrastructure Investment and Jobs Act will:

- **Repair and rebuild our roads and bridges with a focus on climate change mitigation, resilience, equity, and safety for all users, including cyclists and pedestrians.** . In California, there are 1,536 bridges and over 14,220 miles of highway in poor condition. Since 2011, commute times have increased by 14.6% in California and on average, each driver pays \$799 per year in costs due to driving on roads in need of repair. The Infrastructure Investment and Jobs Act is the single largest dedicated bridge investment since the construction of the interstate highway system. **Based on formula funding alone, California would expect to receive \$25.3 billion for federal-aid highway apportioned programs and \$4.2 billion for bridge replacement and repairs under the Infrastructure Investment and Jobs Act over five years<sup>1</sup>.** California can also compete for the \$12.5 billion Bridge Investment Program for economically significant bridges and nearly \$16 billion of national funding in the bill dedicated for major projects that will deliver substantial economic benefits to communities.
- **Improve healthy, sustainable transportation options for millions of Americans.** Californians who take public transportation spend an extra 66.6% of their time work commuting and non-White households are 1.6 times more likely to commute via public transportation. 16% of transit vehicles in the state are past useful life. **Based on formula funding alone, California would expect to receive \$9.45 billion over five years under the Infrastructure Investment and Jobs Act to improve public transportation options across the state<sup>2</sup>.**
- **Build a network of EV chargers to facilitate long-distance travel and provide convenient charging options.** The U.S. market share of plug-in electric vehicle (EV) sales is only one-third the size of the Chinese EV market. The President believes that must

<sup>1</sup> These values are estimates and may change based on updated factor data each fiscal year.

<sup>2</sup> Transit formula funding amounts are subject to changes resulting from the 2020 census or from annual transit service data reported to FTA's National Transit Database.

change. The bill invests \$7.5 billion to build out the first-ever national network of EV chargers in the United States and is a critical element in the Biden-Harris Administration's plan to accelerate the adoption of EVs to address the climate crisis and support domestic manufacturing jobs. **Under the Infrastructure Investment and Jobs Act, California would expect to receive \$384 million over five years to support the expansion of an EV charging network in the state<sup>3</sup>. California will also have the opportunity to apply for the \$2.5 billion in grant funding dedicated to EV charging in the bill.**

- **Help connect every American to reliable high-speed internet.** Broadband internet is necessary for Americans to do their jobs, to participate equally in school learning, health care, and to stay connected. **Under the Infrastructure Investment and Jobs Act, California will receive a minimum allocation of \$100 million to help provide broadband coverage across the state, including providing access to the at least 545,000 Californians who currently lack it. And, under the Infrastructure Investment and Jobs Act, 10,637,000 or 27% of people in California will be eligible for the Affordability Connectivity Benefit, which will help low-income families afford internet access.**
- **Prepare more of our infrastructure for the impacts of climate change, cyber attacks, and extreme weather events.** From 2010 to 2020, California experienced 16 extreme weather events, costing the state up to \$50-100 billion in damages. **Under the Infrastructure Investment and Jobs Act, based on historical formula funding levels, California will expect to receive \$84 million over five years to protect against wildfires and \$40 million to protect against cyberattacks. Californians will also benefit from the bill's historic \$3.5 billion national investment in weatherization which will reduce energy costs for families.**
- **Deliver clean drinking water to every American and eliminate the nation's lead service lines and pipes.** Currently, up to 10 million American households and 400,000 schools and child care centers lack safe drinking water. **Under the Infrastructure Investment and Jobs Act, based on the traditional state revolving fund formula, California will expect to receive \$3.5 billion over five years to improve water infrastructure across the state and ensure that clean, safe drinking water is a right in all communities.**
- **Improve our nation's airports.** The United States built modern aviation, but our airports lag far behind our competitors. **Under the Infrastructure Investment and Jobs Act,**

<sup>3</sup> These values are estimates and may change based on updated factor data each fiscal year.

**airports in California would receive approximately \$1.5 billion for infrastructure development for airports over five years<sup>4</sup>.**

Over the coming days and weeks, we will expect to receive additional data on the impact of the Infrastructure Investment and Jobs Act in California.

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<sup>4</sup> Precise allocations would change each year because the formulas use current passenger boarding and cargo data, and this estimate is based on 2019 data.

## ***Minute Action***

### AGENDA ITEM: 21

***Date:*** January 5, 2022

***Subject:***

Hearing to Consider Resolutions of Necessity for Property Interests for the West Valley Connector Project

***Recommendation:***

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

A. Conduct public hearings to consider condemnation of interests in real property described more particularly in each of the Resolutions of Necessity described below (referred to below collectively as the “Subject Property Interests”), which are required for the West Valley Connector Project.

~~B. Upon completion of the public hearing, that the Board of Directors adopt the Resolution of Necessity No. 22-010 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 owned by Riad Bacily and Tamer Bacily (APN 1011-121-22). The Resolution must be approved by at least a two-thirds vote of the Board of Directors; and~~

C. Upon completion of the public hearing, that the Board of Directors adopt the Resolution of Necessity No. 22-011 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 owned by Starbridge (Ontario) Investment, LLC, a California Limited Liability Company (APN 0210-211-33). The Resolution must be approved by at least a two-thirds vote of the Board of Directors; and

D. Upon completion of the public hearing, that the Board of Directors adopt the Resolution of Necessity No. 22-012 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 owned by NRP Developments, Inc. a California Corporation, (APN 1011-141-06). The Resolution must be approved by at least a two-thirds vote of the Board of Directors; and

E. Upon completion of the public hearing, that the Board of Directors adopt the Resolution of Necessity No. 22-013 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 owned by William S. Short & Audree L. Short (APNs 1011-141-11, 1011-141-13 & 1011-141-30). The Resolution must be approved by at least a two-thirds vote of the Board of Directors; and

F. Upon completion of the public hearing, that the Board of Directors adopt the Resolution of Necessity No. 22-014 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 owned by Hamid Reza DiBadij & Telma F. Roshanravan, Trustees of the DiBadij Family 2018 Revocable Trust (APN 1011-141-16). The Resolution must be approved by at least a two-thirds vote of the Board of Directors; and

*Entity: San Bernardino County Transportation Authority*

G. Upon completion of the public hearing, that the Board of Directors adopt the Resolution of Necessity No. 22-015 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 owned by Khang Bao Lieu (APN 1011-141-35). The Resolution must be approved by at least a two-thirds vote of the Board of Directors; and

H. Upon completion of the public hearing, that the Board of Directors adopt the Resolution of Necessity No. 22-016 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 owned by Holt-San Antonio, LLC, a California Limited Liability Company (APN 1048-591-28). The Resolution must be approved by at least a two-thirds vote of the Board of Directors; and

I. Upon completion of the public hearing, that the Board of Directors adopt the Resolution of Necessity No. 22-017 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 owned by MMOS, Inc. a California Corporation, (APN 1048-604-14). The Resolution must be approved by at least a two-thirds vote of the Board of Directors; and

J. Upon completion of the public hearing, that the Board of Directors adopt the Resolution of Necessity No. 22-018 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 owned by AJ1 Development, LLC, a California Limited Liability Company (APN 1048-604-15). The Resolution must be approved by at least a two-thirds vote of the Board of Directors; and

~~K. Upon completion of the public hearing, that the Board of Directors adopt the Resolution of Necessity No. 22-019 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 owned by Annette Marie Durrizague, Trustee of Trust A created under the Durrizague 2003 Revocable Trust dated June 18, 2003, as to an undivided 50% interest; Annette Marie Durrizague, Trustee of Trust B created under the Durrizague 2003 Revocable Trust dated June 18, 2003, as to an undivided 42% interest; and Annette Marie Durrizague, Trustee of Trust C created under the Durrizague 2003 Revocable Trust dated June 18, 2003, as to an undivided 8% interest (APN 1049-011-02). The Resolution must be approved by at least a two-thirds vote of the Board of Directors; and~~

L. Upon completion of the public hearing, that the Board of Directors adopt the Resolution of Necessity No. 22-020 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 owned by Chi Hong Chiang & Hui-Chuan Wang, Trustees of the Chiang Family Trust dated July 8, 2010 (APNs 1049-021-03 & 1049-021-04). The Resolution must be approved by at least a two-thirds vote of the Board of Directors; and

M. Upon completion of the public hearing, that the Board of Directors adopt the Resolution of Necessity No. 22-022 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 owned by Salvador & Maria C. Ayala, (APN 1048-512-17). The Resolution must be approved by at least a two-thirds vote of the Board of Directors; and

N. Upon completion of the public hearing, that the Board of Directors adopt the Resolution of Necessity No. 22-023 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 owned by Albert and Bertha Aleman (APN 1048-512-10). The Resolution must be approved by at least a two-thirds vote of the Board of Directors; and

O. Upon completion of the public hearing, that the Board of Directors adopt the Resolution of Necessity No. 22-025 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 owned by Yolanda Chavez (APN 1048-512-16). The Resolution must be approved by at least a two-thirds vote of the Board of Directors; and

P. Upon completion of the public hearing, that the Board of Directors adopt the Resolution of Necessity No. 22-027 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 owned by Sen Mou Shih and Wei-Cho Shih, as to an undivided 50% interest; and Chung Hsien Lee & Shu Luan Feng Lee, as to an undivided 50% interest (APN 0110-071-02). The Resolution must be approved by at least a two-thirds vote of the Board of Directors; and

Q. Upon completion of the public hearing, that the Board of Directors adopt the Resolution of Necessity No. 22-028 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 owned by Qu's Holding, LLC, a California Limited Liability Company (APNs 0110-071-06 & 0110-071-07). The Resolution must be approved by at least a two-thirds vote of the Board of Directors; and

R. Upon completion of the public hearing, that the Board of Directors adopt the Resolution of Necessity No. 22-029 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 owned by Anthony Ditommaso, as to an undivided 42.026% interest; Jeanne D. Bruno, as to an undivided 42.026% interest; Deanna P. Brost, (formerly Deanna P. Ditommaso), Trustee of the Deanna P. Brost Separate Property Trust dated June 28, 2005, as to an undivided 5.316% interest; Christopher F. Ditommaso, Trustee of the Christopher F. Ditommaso Separate Property Trust dated August 2, 2005, as to an undivided 5.316% interest; Franklin J. Bruno, Trustee of the Franklin J. Bruno Living Trust, as to an undivided 2.658% interest, and Anthony Ditommaso and Beverly B. Ditommaso, Trustees of the Anthony & Beverly Ditommaso Living Trust dated April 23, 2003 as to an undivided 2.658% interest (APN 0110-081-07). The Resolution must be approved by at least a two-thirds vote of the Board of Directors; and

~~S. Upon completion of the public hearing, that the Board of Directors adopt the Resolution of Necessity No. 22-030 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 owned by Holt Blvd. LLC, a California Limited Liability Company (APN 0110-081-08). The Resolution must be approved by at least a two-thirds vote of the Board of Directors; and~~

T. Upon completion of the public hearing, that the Board of Directors adopt the Resolution of Necessity No. 22-032 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 owned by Holt LPIV 3 LLC, a Delaware Limited Liability Company San Bernardino County Transportation Authority



(APNs 0110-111-02, 0110-111-03, 0110-111-11 & 0110-111-12). The Resolution must be approved by at least a two-thirds vote of the Board of Directors; and

U. Upon completion of the public hearing, that the Board of Directors adopt the Resolution of Necessity No. 22-034 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 owned by Muhammad and Iqbal M. Tremazi (APN 1049-131-06). The Resolution must be approved by at least a two-thirds vote of the Board of Directors; and

V. Upon completion of the public hearing, that the Board of Directors adopt the Resolution of Necessity No. 22-035 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 owned by Patrick F. Grabowski and Janis Grabowski, Trustees of that Certain Revocable Declaration of Trust, known as the 2012 Grabowski Revocable Trust, dated June 21, 2012 (APNs 0110-072-10 & 0110-072-11). The Resolution must be approved by at least a two-thirds vote of the Board of Directors; and

~~W. Upon completion of the public hearing, that the Board of Directors adopt the Resolution of Necessity No. 22-036 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 owned by Holt Blvd. LLC, A California Limited Liability Company (APN 0110-081-13). The Resolution must be approved by at least a two thirds vote of the Board of Directors; and~~

X. Upon completion of the public hearing, that the Board of Directors adopt the Resolution of Necessity No. 22-037 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 owned by Rowlands Properties, a California Partnership (APNs 0110-101-01; 0110-111-09 & 0110-111-10). The Resolution must be approved by at least a two-thirds vote of the Board of Directors; and

Y. Upon completion of the public hearing, that the Board of Directors adopt the Resolution of Necessity No. 22-038 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 owned by Ontario CNG Property LLC, a California Limited Liability Company (APN 0110-101-13). The Resolution must be approved by at least a two-thirds vote of the Board of Directors.

***Background:***

The San Bernardino County Transportation Authority (SBCTA), in cooperation with Omintrans, and the cities of Pomona, Montclair, Ontario, Rancho Cucamonga, and Fontana proposes to construct the West Valley Connector Project (“WVC Project”). The WVC Project is a 100% zero-emission Bus Rapid Transit (“BRT”) system. It is the first stage of the San Bernardino County Zero Emission Bus Initiative and second BRT route in San Bernardino County. The WVC Project is a proposed 35-mile-long transit improvement project that would connect the cities of Pomona, Montclair, Ontario, Rancho Cucamonga and Fontana. The WVC Project includes up to 60 station platforms at 33 locations/major intersections and associated improvements. A new operation and maintenance facility for light maintenance activities would be constructed. The WVC Project would be constructed in two phases including Phase I/Milliken Alignment, from the Pomona Regional Transit Center to Victoria Gardens in Rancho Cucamonga and Phase II/Haven Alignment, from Ontario International Airport to San Bernardino County Transportation Authority

Kaiser Permanente Medical Center in Fontana. Phase I is scheduled for operation in early 2025. Construction of Phase II/Haven Alignment is scheduled to occur after the completion of Phase I when funding is available. Stations would be “rapid bus” style stations designed for fast boarding.

Phase 1 of the WVC Project is 19 miles and will upgrade a portion of existing Route 61 which runs along Holt Boulevard, adding approximately 3.5 miles as center running, dedicated bus-only lanes. There will be 21 stations in Phase 1 that will provide a much-improved transit connection to Ontario International Airport and help build transit connectivity by linking Ontario International Airport, two Metrolink lines (San Bernardino and Riverside) and multiple major activity centers along the route including Ontario Mills and Victoria Gardens. Headways will be 10 minutes in the peak commute period and 15 minutes off-peak, providing a high level of service to the community.

The WVC involves use of local, state, and federal funding, including funds administered by the Federal Transit Administration (FTA). Based on the multiple funding sources, the environmental documentation was prepared jointly in compliance with both the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA). SBCTA was the lead agency under CEQA and FTA was the lead agency under NEPA.

In May 2020, the 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 CEQA for the WVC Project. Subsequently, on May 12, 2020, FTA approved the Findings of No Significant Impact (FONSI) in accordance with NEPA, which concluded the Environmental Clearance of the WVC Project. In adopting Resolution No. 20-046, the Board found that Alternative B, which was designated as the preferred alternative, would better meet the purpose of the WVC Project and need than Alternative A. The Board emphasized that the City of Ontario commissioned a Holt Boulevard Mobility and Streetscape Strategic Plan that is consistent with the proposed improvements included with Alternative B. Accordingly, the Board rejected Alternative A.

The Board further found that the benefits of the WVC Project outweigh the unavoidable environmental impacts. The Board emphasized that the WVC Project (under the approved Alternative B alternative) has significant benefits including improved travel time and the speed and reliability of bus transit based on the proposed exclusive bus-only lanes with five center-running stations in Ontario. The WVC Project is consistent with several regional and local land-use plans, including helping to achieve the goals of Southern California Association of Governments’ (SCAG) Regional Comprehensive Plan and Regional Transportation Plan/Sustainable Communities Strategy, SBCTA’s Long-Range Transit Plan for San Bernardino Valley, goals related to improving transit opportunities in the General Plans of the cities of Pomona, Montclair, Ontario, Rancho Cucamonga, and Fontana and the counties of Los Angeles and San Bernardino, and the Specific Plans, Community Plans, and Master Plans along the project corridor. Resolution No. 20-046 highlighted that the City of Ontario’s Holt Boulevard Mobility and Streetscape Strategic Plan specifically reflects the WVC Project with exclusive bus-only lanes on Holt Boulevard. In addition, the WVC Project would facilitate future transit-oriented developments and mixed-use developments along the project corridor to revitalize the WVC Project area. The WVC Project is supported by Caltrans, Districts 7 and 8, San Bernardino County Transportation Authority

and the cities along the WVC Project corridor, including Pomona, Montclair, Ontario, Rancho Cucamonga, and Fontana. Further, the Board found that the WVC Project would have economic benefits for the area, revitalize adjacent land uses along the corridor, and improve sidewalks and parkways associated with land acquisition for the widened right-of-way.

In January 2021, the Board authorized SBCTA Staff and its consultants to proceed with the acquisition activities, including appraisals, appraisal reviews, negotiations, relocation assistance, property management, environmental site assessments, and building demolition in support of the right-of-way acquisition needs for the WVC Project.

The Board further authorized staff to proceed with the acquisition of the required property or property rights necessary for the WVC Project from identified property owners, including relocation assistance, demolition of existing structures, property management, disposal of excess property, and environmental testing and remediation. The Board also authorized the Director of Transit and Rail Programs, or her designee, to add or remove parcels from the list of properties as the Director determines from time to time are necessary for the WVC Project, provided said parcels are environmentally cleared.

The WVC Project requires that SBCTA acquire the necessary property interests expeditiously to ensure that construction can be completed within the proposed timeline to ensure that there are no costly delays or impacts to funding. Throughout the environmental and preliminary engineering process, SBCTA has made extensive efforts to plan the WVC Project in a way that minimizes the impacts of the WVC Project on properties in the WVC Project area. These efforts include minimizing impacts to parcels from which SBCTA requires certain property interests and maintaining ingress and egress from the adjacent street to the impacted properties during construction of the WVC Project. Although most of the proposed improvements are anticipated to be constructed within the existing right of way, SBCTA will require certain property interests to accommodate the WVC Project.

SBCTA's acquisition agents continue to negotiate in good faith, on behalf of SBCTA, with the owners of properties impacted by the WVC Project. Based on the timing of the WVC Project, however, it is necessary for SBCTA to consider the adoption of resolutions of necessity at this time to acquire the property interests necessary for the WVC Project and obtain possession of said property interests in time to ensure that the WVC Project is operational by early 2025.

SBCTA has complied with applicable law and requirements for the acquisition of property for public use by eminent domain. In accordance with Code of Civil Procedure Section 1245.235, SBCTA mailed to the owners of the Subject Property Interests a Notice of Hearing regarding the intent of SBCTA to adopt a Resolution of Necessity for acquisition by eminent domain of the respective Subject Property Interests. The Code of Civil Procedure Section 1245.235 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 property of which the respective Subject Property Owners are a part. Further, in accordance with Code of Civil Procedure Section 1245.235, SBCTA also mailed a Notice of Hearing regarding the intent of SBCTA to adopt a Resolution of Necessity for acquisition by eminent domain of the respective Subject Property Interests to the cities of Ontario, Pomona, and Rancho Cucamonga as required by Public Utilities Code Section 130220.5(c).

The purpose of this Agenda item is for the Board to consider the information and evidence to support the findings required for the adoption of the Resolutions of Necessity to authorize the acquisition by eminent domain of the Subject Property Interests described in this report. Although the adoption of the Resolutions of Necessity is recommended for the Subject Property Interests in order to maintain the WVC Project schedule and avoid delays, SBCTA's acquisition agents will continue to negotiate with the property owners in an effort to acquire the Subject Property Interests needed through a voluntary purchase and avoid litigation in the eminent domain process.

The owners of the subject properties are:

- Riad Bacily & Tamer Bacily
- Starbridge (Ontario) Investment, LLC, a California Limited Liability Company
- NRP Developments, Inc., a California Corporation
- William S. Short & Audree L. Short
- Hamid Reza DiBadj & Telma F. Roshanravan, Trustees of the DiBadj Family 2018 Revocable Trust
- Khang Bao Lieu
- Holt-San Antonio, LLC, a California Limited Liability Company
- MMOS, Inc., a California Corporation
- AJ1 Development, LLC, a California Limited Liability Company
- Annette Marie Durrizague, Trustee of Trust A created under The Durrizague 2003 Revocable Trust Agreement dated June 18, 2003, as to an undivided fifty percent (50%) interest; Annette Marie Durrizague, Trustee of Trust B created under The Durrizague 2003 Revocable Trust Agreement dated June 18, 2003, as to an undivided forty-two percent (42%) interest; and Annette Marie Durrizague, Trustee of Trust C created under The Durrizague 2003 Revocable Trust Agreement dated June 18, 2003, as to an undivided eight percent (8%) interest
- Chi Hong Chiang & Hui-Chuan Wang, Trustees of the Chiang Family Trust dated July 8, 2010
- Salvador & Maria C. Ayala
- Albert Aleman & Bertha Aleman
- Yolanda Chavez
- Sen Mou Shih & Wei-Cho Shih, as to an undivided 50% interest; Chung Hsien Lee & Shu Luan Feng Lee, as to an undivided 50% interest
- Qu's Holding, LLC, a California Limited Liability Company
- Anthony Ditommaso, as to an undivided 42.026% interest; Jeanne D. Bruno, as to an undivided 42.026% interest; Deanna P. Brost (formerly Deanna P. Ditommaso), Trustee of the Deanna P. Brost Separate Property Trust Dated

June 28, 2005, as to an undivided 5.316% interest; Christopher F. Ditommaso, Trustee of the Christopher F. Ditommaso Separate Property Trust Dated August 2, 2005, as to an undivided 5.316% interest; Franklin J. Bruno, Trustee of the Franklin J. Bruno Living Trust, as to an undivided 2.658% interest, and Anthony Ditommaso and Beverly B. Ditommaso, Trustees of the Anthony & Beverly Ditommaso and Beverly B. Ditommaso Living Trust Dated April 23, 2003, as to an undivided 2.658% interest

- Holt Blvd. LLC, a California Limited Liability Company
- Holt LPIV 3 LLC, a Delaware Limited Liability Company
- Muhammad S. Tremazi & Iqbal M. Tremazi
- Patrick F. Grabowski & Janis Grabowski, Trustees of that Certain Revocable Declaration of Trust, known as the 2012 Grabowski Revocable Trust, dated June 21, 2012
- Rowlands Properties, a California Partnership
- Ontario CNG Property LLC, a California Limited Liability Company

***Support for Adoption of 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). SBCTA is also authorized to acquire property for public use by eminent domain pursuant to Section 19 of Article 1 of the California Constitution, California Code of Civil Procedure Section 1230.010 et seq. (Eminent Domain Law), including but not limited to Sections 1240.010, 1240.020, 1240.110, 1240.120, 1240.320, 1240.330, 1240.510, 1240.610, 1240.650 and by other provisions of law. Acquisition of the property interests by eminent domain will allow SBCTA to obtain legal rights to the properties needed for the WVC Project in cases where a negotiated sale cannot be reached. Adoption of a Resolution of Necessity authorizes SBCTA to file an eminent domain proceeding for the acquisition by eminent domain of the property interests described in each Resolution of Necessity. It is necessary to obtain authorization to commence eminent domain proceedings at this time because it can take several months to obtain possession of the Subject Property Interests needed for the WVC Project. SBCTA needs to obtain prejudgment possession in time to ensure that the WVC Project is operational by early 2025.

To adopt the subject Resolutions of Necessity, SBCTA must make the four findings discussed below for each of the property interests needed for the WVC Project in accordance with Code of Civil Procedure Sections 1240.030 and 1245.230. The issue of the amount of just compensation for each of the property interests is not addressed by these Resolutions of Necessity and is not an issue before the Board at the hearing. The four necessary findings are:

1. The public interest and necessity require the WVC Project;
2. The WVC Project is planned or located in the manner that will be most compatible with the greatest public good and least private injury;
3. The Subject Property Interests sought to be acquired are necessary for the WVC Project; and

4. The offer required by Government Code Section 7267.2 has been made to the owner or owners of record.

The four required findings are supported by the evidence set forth below.

**1. The public interest and necessity require the WVC Project.**

The WVC Project, as planned and designed, will be a 100% zero-emission BRT system, the first stage of the San Bernardino County Zero Emission Bus Initiative and second BRT route in San Bernardino County. The WVC Project is a proposed 35-mile-long transit improvement project that would connect the cities of Pomona, Montclair, Ontario, Rancho Cucamonga and Fontana. The WVC Project includes up to 60 station platforms at 33 locations/major intersections and associated improvements. The WVC Project will also construct a new operation and maintenance facility for light maintenance activities. The WVC Project will be constructed in two phases including Phase I/Milliken Alignment, from the Pomona Regional Transit Center to Victoria Gardens in Rancho Cucamonga and Phase II/Haven Alignment, from Ontario International Airport to Kaiser Permanente Medical Center in Fontana. Phase I is scheduled for operation in early 2025. Construction of Phase II/Haven Alignment is scheduled to occur after the completion of Phase I when funding is available. Stations would be “rapid bus” style stations designed for fast boarding.

Phase 1 of the WVC Project is 19 miles and will upgrade a portion of existing Route 61 which runs along Holt Boulevard, adding approximately 3.5 miles as center running, dedicated bus-only lanes. There will be 21 stations in Phase 1 that will provide a much-improved transit connection to Ontario International Airport and help build transit connectivity by linking Ontario International Airport, two Metrolink lines (San Bernardino and Riverside) and multiple major activity centers along the route, including Ontario Mills and Victoria Gardens. Headways will be 10 minutes in the peak commute period and 15 minutes off-peak, providing a high level of service to the community. The WVC Project traverses an urban corridor, and BRT stations have been located to create a comfortable, efficient transit place that fits into the community fabric. The WVC Project is in the public interest and necessity because it will create an efficient alternative to the use of personal vehicles thereby reducing the overall emissions into the environment.

The WVC is also in the public interest and necessity because it will improve travel time and the speed and reliability of bus transit based on the proposed exclusive bus-only lanes with five center-running stations in Ontario. The WVC Project is consistent with several regional and local land-use plans, including helping to achieve the goals of Southern California Association of Governments’ (SCAG) Regional Comprehensive Plan and Regional Transportation Plan/Sustainable Communities Strategy, SBCTA’s Long-Range Transit Plan for San Bernardino Valley, goals related to improving transit opportunities in the General Plans of the cities of Pomona, Montclair, Ontario, Rancho Cucamonga, and Fontana and the counties of Los Angeles and San Bernardino, and the Specific Plans, Community Plans, and Master Plans along the project corridor. Resolution No. 20-046 highlighted that the City of Ontario’s Holt Boulevard Mobility and Streetscape Strategic Plan specifically reflects the WVC Project with exclusive bus-only lanes on Holt Boulevard. In addition, the WVC Project will facilitate future transit-oriented developments and mixed-use developments along the project corridor to revitalize the WVC Project area. The WVC Project is also in the public interest and necessity

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because it will result in economic benefits for the area, revitalize adjacent land uses along the corridor, and improve sidewalks and parkways associated with land acquisition for the widened right-of-way.

**2. The WVC Project is planned and located in the manner that will be most compatible with the greatest public good and least private injury.**

The purpose of the WVC Project is to improve corridor mobility and transit efficiency in the western San Bernardino Valley from the city of Pomona, in Los Angeles County, to the city of Fontana, in San Bernardino County, with an enhanced, state-of-the-art BRT system (i.e., a system that includes off-board fare vending, all-door boarding, Transit Signal Priority (TSP) optimized operating plans, and stations that consist of branded shelter/canopy, security cameras, benches, lighting, and variable message signs). The WVC Project seeks to address the growing traffic congestion and travel demands of the nearly one million people that would be added to Los Angeles and San Bernardino County by 2040 as set forth in SCAG's 2016 Regional Transportation Plan/Sustainable Communities Strategy growth forecast. Improved rapid transit along the project corridor would help Omnitrans and SBCTA achieve the long-range goals to cost effectively enhance lifeline mobility and accessibility, improve transit operations, increase ridership, support economic growth and redevelopment, conserve nonrenewable resources, and improve corridor safety.

The WVC Project is planned and designed to improve transit service by better accommodating existing high bus ridership. It is also planned and designed to improve ridership by providing a viable and competitive transit alternative to the automobile and improve efficiency of transit service delivery while lowering Omnitrans' operating costs per rider. Further, the WVC Project supports local and regional planning goals to organize development along transit corridors and around transit stations. Current and future population and employment conditions establish a need for higher-quality transit service. The WVC Project corridor is primarily an inter-city route that serves densely populated neighborhoods with a high percentage of transit patrons that are minority, low-income, and/or transit dependent. The WVC Project corridor includes a current high level of employment and several key activity centers. Regionally, the Inland Empire leads the six-county southern California region in growth. Current and future transportation conditions establish a need for an improved transit system. The current standard bus service has several deficiencies that do not make transit an attractive alternative to the automobile, particularly in terms of corridor travel time. Current and future travel demand is expected to accompany the projected growth in population and employment, further increasing the need for an improved transit system. Finally, transit-related opportunities exist in the WVC Project area. Current transit access to employment and intermodal centers is considered inadequate to meet current and future needs. High-quality, reliable rapid transit service is needed to deliver riders to these multiple destinations; the WVC Project would provide such a service. The WVC Project alignment passes through potential redevelopment and transit-oriented development areas and would help foster their potential for development.

The WVC Project will affect approximately 241 parcels, and will require several business and residential relocations. SBCTA held several meetings and considered alternatives to the current Alternative B design that the Board selected as the preferred alternative based on the benefits to the WVC Project corridor. The WVC Project was planned and designed in a manner to accomplish the greatest public good and cause the least private injury. SBCTA and its San Bernardino County Transportation Authority

acquisition agents have had numerous communications with the owners of the properties impacted by the WVC Project and will work with all owners of impacted parcels to minimize the impact of the WVC Project on the subject properties and to assist those persons and businesses displaced by the WVC Project to receive applicable relocation assistance and benefits.

**3. Each of the Subject Property Interests SBCTA seeks to acquire is necessary for the WVC Project.**

SBCTA seeks to construct the WVC Project, as planned and designed, to improve bus efficiency and reduce carbon emissions over a 19-mile segment. The WVC Project requires the acquisition of additional right-of-way for the proposed bus way. Phase 1 of the WVC Project is 19 miles and will upgrade a portion of existing Route 61 which runs along Holt Boulevard, adding approximately 3.5 miles as center running, dedicated bus-only lanes. There will be 21 stations in Phase 1 that will provide a much-improved transit connection to Ontario International Airport (ONT) and help build transit connectivity by linking ONT, two Metrolink lines (San Bernardino and Riverside) and multiple major activity centers along the route including Ontario Mills and Victoria Gardens. Headways will be 10 minutes in the peak commute period and 15 minutes off-peak, providing a high level of service to the community. The WVC Project traverses an urban corridor, and BRT stations have been identified to create a comfortable, efficient transit place that fits into the community fabric. The WVC Project will create an efficient alternative to the use of personal vehicles thereby reducing the overall emissions into the environment.

Although SBCTA is constructing portions of the WVC Project within existing ROW, the WVC Project requires acquisition of the subject property interests listed below and cannot be constructed without the acquisition of said subject property interests:

- Riad Bacily & Tamer Bacily: A temporary construction easement is needed for construction of the WVC Project improvements.
- Starbridge (Ontario) Investment, LLC, a California Limited Liability Company: A permanent easement and a temporary construction easement are needed for construction of the WVC Project improvements.
- NRP Developments, Inc., a California Corporation: A permanent easement and a temporary construction easement are needed for construction of the WVC Project improvements.
- William S. Short & Audree L. Short: A permanent easement and a temporary construction easement are needed for construction of the WVC Project improvements.
- Hamid Reza DiBadij & Telma F. Roshanravan, Trustees of the DiBadij Family 2018 Revocable Trust: A permanent easement and a temporary construction easement are needed for construction of the WVC Project improvements.
- Khang Bao Lieu: A temporary construction easement is needed for construction of the WVC Project improvements.
- Holt-San Antonio, LLC, a California Limited Liability Company: A permanent easement and a temporary construction easement are needed for construction of the WVC Project improvements.



- MMOS, Inc., a California Corporation: A permanent easement and a temporary construction easement are needed for construction of the WVC Project improvements.
- AJ1 Development, LLC, a California Limited Liability Company: A permanent easement and a temporary construction easement are needed for construction of the WVC Project improvements.
- Annette Marie Durrizague, Trustee of Trust A created under The Durrizague 2003 Revocable Trust Agreement dated June 18, 2003, as to an undivided fifty percent (50%) interest; Annette Marie Durrizague, Trustee of Trust B created under The Durrizague 2003 Revocable Trust Agreement dated June 18, 2003, as to an undivided forty-two percent (42%) interest; and Annette Marie Durrizague, Trustee of Trust C created under The Durrizague 2003 Revocable Trust Agreement dated June 18, 2003, as to an undivided eight percent (8%) interest: A permanent easement and a temporary construction easement are needed for construction of the WVC Project improvements.
- Chi Hong Chiang & Hui-Chuan Wang, Trustees of the Chiang Family Trust dated July 8, 2010: A permanent easement and a temporary construction easement are needed for construction of the WVC Project improvements.
- Salvador & Maria C. Ayala: A permanent easement and a temporary construction easement are needed for construction of the WVC Project improvements.
- Albert Aleman & Bertha Aleman: A permanent easement and a temporary construction easement are needed for construction of the WVC Project improvements.
- Yolanda Chavez: A permanent easement and a temporary construction easement are needed for construction of the WVC Project improvements.
- Sen Mou Shih & Wei-Cho Shih, as to an undivided 50% interest; Chung Hsien Lee & Shu Luan Feng Lee, as to an undivided 50% interest: A permanent easement and a temporary construction easement are needed for construction of the WVC Project improvements.
- Qu's Holding, LLC, a California Limited Liability Company: Two permanent easements and two temporary construction easements are needed for construction of the WVC Project improvements.
- Anthony Ditommaso, as to an undivided 42.026% interest; Jeanne D. Bruno, as to an undivided 42.026% interest; Deanna P. Brost (formerly Deanna P. Ditommaso), Trustee of the Deanna P. Brost Separate Property Trust Dated June 28, 2005, as to an undivided 5.316% interest; Christopher F. Ditommaso, Trustee of the Christopher F. Ditommaso Separate Property Trust Dated August 2, 2005, as to an undivided 5.316% interest; Franklin J. Bruno, Trustee of the Franklin J. Bruno Living Trust, as to an undivided 2.658% interest, and Anthony Ditommaso and Beverly B. Ditommaso, Trustees of the Anthony & Beverly Ditommaso and Beverly B. Ditommaso Living Trust Dated April 23, 2003, as to an undivided 2.658% interest: A permanent easement and a temporary construction easement are needed for construction of the WVC Project improvements.

- Holt Blvd., LLC, a California Limited Liability Company: A permanent easement and a temporary construction easement are needed for construction of the WVC Project improvements.
- Holt LPIV 3, LLC, a Delaware Limited Liability Company: Three permanent easements and three temporary construction easements are needed for construction of the WVC Project improvements.
- Muhammad & Iqbal M. Tremazi: A permanent easement and a temporary construction easement are needed for construction of the WVC Project improvements.
- Patrick F. Grabowski & Janis Grabowski, Trustees of that Certain Revocable Declaration of Trust, known as the 2012 Grabowski Revocable Trust, dated June 21, 2012: A permanent easement and a temporary construction easement are needed for construction of the WVC Project improvements.
- Holt Blvd., LLC, a California Limited Liability Company: Two temporary construction easements are needed for construction of the WVC Project improvements
- Rowlands Properties, a California Partnership: Three permanent easements and three temporary construction easements are needed for construction of the WVC Project improvements.
- Ontario CNG Property, LLC, a California Limited Liability Company: A permanent easement and a temporary construction easement are needed for construction of the WVC Project improvements.

A number of parcels have constructed improvements that encroach within the public right-of-way. SBCTA is compensating the property owners for any improvements affected by the WVC Project, even in those cases where said improvements encroach in the public right-of-way.

As stated above, the public use for which SBCTA seeks to acquire the subject property interests, namely street widening for bus related purposes to improve corridor mobility and transit efficiency with an enhanced, state-of-the-art BRT system, and all uses necessary or convenient thereto, will not unreasonably interfere with or impair the continuance of the public use to which any easement holders may have appropriated the area (Code of Civil Procedure Section 1240.510). Further, the WVC Project may require the relocation of several utilities to the proposed new right-of-way area. The public use for which SBCTA seeks to acquire the subject property interests, namely street widening for bus related purposes to improve corridor mobility and transit efficiency with an enhanced, state-of-the-art BRT system, and all uses necessary or convenient thereto, is a more necessary public use within the meaning of Code of Civil Procedure Section 1240.650 than the uses to which public utility easement holders have appropriated any utility easements located in the subject property interests that are affected by the WVC Project. Accordingly, SBCTA is authorized to acquire the subject property interests pursuant to Code of Civil Procedure Sections 1240.510, 1240.610, and 1240.650.

Pursuant to Code of Civil Procedure Sections 1240.510 and 1240.610, to the extent that any of the subject property interests are already devoted to a public use, the use proposed by this San Bernardino County Transportation Authority

WVC Project is a more necessary public use than the use to which the subject property interests, or any portion thereof, are already devoted, or, in the alternative, are a compatible public use which will not unreasonably interfere with or impair the continuance of the public use to which the subject property interests, or any portion thereof, are already devoted.

In addition, to the extent the subject property interests, or portions thereof, are currently devoted to or held for some public use, SBCTA intends to acquire substitute property pursuant to Code of Civil Procedure Sections 1240.320 and 1240.330. The requirements of said sections have been satisfied and the acquisition of said substitute property is necessary for the WVC Project. The substitute property may be conveyed by SBCTA to the owner(s) of the property interests needed for the WVC Project.

**4. Offers required by Section 7267.2 of the Government Code have been made to the owner or owners of record.**

SBCTA, pursuant to Government Code Section 7260 *et seq.*, obtained a fair market value appraisal of the subject property interests, set just compensation in accordance with the fair market value and extended a written offer to the owners of record of the subject property interests. As detailed above, SBCTA extended to the owner of record of the subject property interests a written offer pursuant to Government Code Section 7267.2 to acquire the subject property interests for a public use, namely public road widening and related purposes, and all uses necessary or convenient thereto. Specifically, SBCTA extended written offers to the following record owners of the subject property interests:

- SBCTA extended a written offer to Riad Bacily & Tamer Bacily to purchase an approximate 802 square foot temporary construction easement with a term of twenty-four months, over portions of the real property for public road widening and related purposes, and all uses necessary or convenient thereto in connection with the construction and future maintenance of the WVC Project, from the real property located at 1201 W. Holt Boulevard, Ontario, and identified as San Bernardino County Tax Assessor's Parcel Number 1011-121-22.
- SBCTA extended a written offer to Starbridge (Ontario) Investment, LLC, a California Limited Liability Company to purchase an approximate 15 square foot permanent easement and impacted site improvements, as well as an approximate 182 square foot temporary construction easement with a term of twenty-four months, over portions of the real property for public road widening and related purposes, and all uses necessary or convenient thereto in connection with the construction and future maintenance of the WVC Project, from the real property located at 700 N. Haven Avenue, Ontario, and identified as San Bernardino County Tax Assessor's Parcel Number 0210-211-33.
- SBCTA extended a written offer to NRP Developments, Inc., a California Corporation to purchase an approximate 336 square foot permanent easement and impacted site improvements, as well as an approximate 2,455 square foot temporary construction easement with a term of twenty-four months, over portions of the real property for public road widening and related purposes, and all uses necessary or convenient thereto in connection with the construction and future maintenance of the WVC Project, from the real property located at

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967 W. Holt Boulevard, Ontario, and identified as San Bernardino County Tax Assessor's Parcel Number 1011-141-06.

- SBCTA extended a written offer to William S. Short & Audree L. Short to purchase an approximate 981 square foot permanent easement and impacted site improvements, as well as an approximate 6,641 square foot temporary construction easement with a term of twenty-four months, over portions of the real property for public road widening and related purposes, and all uses necessary or convenient thereto in connection with the construction and future maintenance of the WVC Project, from the real property located at 909 & 925 W. Holt Boulevard and W. Brooks Street, Ontario, and identified as San Bernardino County Tax Assessor's Parcel Numbers 1011-141-11, 13 & 30.
- SBCTA extended a written offer to Hamid Reza DiBadj & Telma F. Roshanravan, Trustees of the DiBadj Family 2018 Revocable Trust to purchase an approximate 490 square foot permanent easement and impacted site improvements, as well as an approximate 2,589 square foot temporary construction easement with a term of twenty-four months, over portions of the real property for public road widening and related purposes, and all uses necessary or convenient thereto in connection with the construction and future maintenance of the WVC Project, from the real property located at 849 W. Holt Boulevard, Ontario, and identified as San Bernardino County Tax Assessor's Parcel Number 1011-141-16.
- SBCTA extended a written offer to Khang Bao Lieu to purchase an approximate 971 square foot temporary construction easement with a term of twenty-four months, over portions of the real property for public road widening and related purposes, and all uses necessary or convenient thereto in connection with the construction and future maintenance of the WVC Project, from the real property located at 943 W. Holt Boulevard, Ontario, and identified as San Bernardino County Tax Assessor's Parcel Number 1011-141-35.
- SBCTA extended a written offer to Holt-San Antonio, LLC, a California Limited Liability Company to purchase an approximate 828 square foot permanent easement and impacted site improvements, as well as an approximate 525 square foot temporary construction easement with a term of twenty-four months, over portions of the real property for public road widening and related purposes, and all uses necessary or convenient thereto in connection with the construction and future maintenance of the WVC Project, from the real property located at 668 & 646 W. Holt Boulevard, Ontario, and identified as San Bernardino County Tax Assessor's Parcel Number 1048-591-28.
- SBCTA extended a written offer to MMOS, Inc., a California Corporation to purchase an approximate 1,851 square foot permanent easement and impacted site improvements, as well as an approximate 3,192 square foot temporary construction easement with a term of twenty-four months, over portions of the real property for public road widening and related purposes, and all uses necessary or convenient thereto in connection with the construction and future maintenance of the WVC Project, from the real property located at

724 W. Holt Boulevard, Ontario, and identified as San Bernardino County Tax Assessor's Parcel Number 1048-604-14.

- SBCTA extended a written offer to AJ1 Development, LLC, a California Limited Liability Company to purchase an approximate 1,212 square foot permanent easement and impacted site improvements, as well as an approximate 3,181 square foot temporary construction easement with a term of twenty-four months, over portions of the real property for public road widening and related purposes, and all uses necessary or convenient thereto in connection with the construction and future maintenance of the WVC Project, from the real property located at 740 W. Holt Boulevard, Ontario, and identified as San Bernardino County Tax Assessor's Parcel Number 1048-604-15.
- SBCTA extended a written offer to Annette Marie Durrizague, Trustee of Trust A created under The Durrizague 2003 Revocable Trust Agreement dated June 18, 2003, as to an undivided fifty percent (50%) interest; Annette Marie Durrizague, Trustee of Trust B created under The Durrizague 2003 Revocable Trust Agreement dated June 18, 2003, as to an undivided forty-two percent (42%) interest; and Annette Marie Durrizague, Trustee of Trust C created under The Durrizague 2003 Revocable Trust Agreement dated June 18, 2003, as to an undivided eight percent (8%) interest to purchase an approximate 167 square foot permanent easement and impacted site improvements, as well as an approximate 1,100 square foot temporary construction easement with a term of twenty-four months, over portions of the real property for public road widening and related purposes, and all uses necessary or convenient thereto in connection with the construction and future maintenance of the WVC Project, from the real property located at 761 W. Holt Boulevard, Ontario, and identified as San Bernardino County Tax Assessor's Parcel Number 1049-011-02.
- SBCTA extended a written offer to Chi Hong Chiang & Hui-Chuan Wang, Trustees of the Chiang Family Trust dated July 8, 2010 to purchase an approximate 75 square foot permanent easement and impacted site improvements, as well as an approximate 933 square foot temporary construction easement with a term of twenty-four months, over portions of the real property for public road widening and related purposes, and all uses necessary or convenient thereto in connection with the construction and future maintenance of the WVC Project, from the real property located at 625 & 627 W. Holt Boulevard, Ontario, and identified as San Bernardino County Tax Assessor's Parcel Numbers 1049-021-03 & 04.
- SBCTA extended a written offer to Salvador & Maria C. Ayala, to purchase an approximate 542 square foot permanent easement and impacted site improvements, as well as an approximate 996 square foot temporary construction easement with a term of twenty-four months, over portions of the real property for public road widening and related purposes, and all uses necessary or convenient thereto in connection with the construction and future maintenance of the WVC Project, from the real property located at 745 E. Holt Boulevard, Ontario, and identified as San Bernardino County Tax Assessor's Parcel Number 1048-512-17.

- SBCTA extended a written offer to Albert Aleman & Bertha Aleman to purchase an approximate 174 square foot permanent easement and impacted site improvements, as well as an approximate 1,080 square foot temporary construction easement with a term of twenty-four months, over portions of the real property for public road widening and related purposes, and all uses necessary or convenient thereto in connection with the construction and future maintenance of the WVC Project, from the real property located at 757 E. Holt Boulevard, Ontario, and identified as San Bernardino County Tax Assessor's Parcel Number 1048-512-10.
- SBCTA extended a written offer to Yolanda Chavez to purchase an approximate 358 square foot permanent easement and impacted site improvements, as well as an approximate 925 square foot temporary construction easement with a term of twenty-four months, over portions of the real property for public road widening and related purposes, and all uses necessary or convenient thereto in connection with the construction and future maintenance of the WVC Project, from the real property located at 755 E. Holt Boulevard, Ontario, and identified as San Bernardino County Tax Assessor's Parcel Number 1048-512-16.
- SBCTA extended a written offer to Sen Mou Shih & Wei-Cho Shih, as to an undivided 50% interest; Chung Hsien Lee & Shu Luan Feng Lee, as to an undivided 50% interest to purchase an approximate 1,983 square foot permanent easement and impacted site improvements, as well as an approximate 1,272 square foot temporary construction easement with a term of twenty-four months, over portions of the real property for public road widening and related purposes, and all uses necessary or convenient thereto in connection with the construction and future maintenance of the WVC Project, from the real property located at N/O E. Holt Boulevard, Ontario, and identified as San Bernardino County Tax Assessor's Parcel Number 0110-071-02.
- SBCTA extended a written offer to Qu's Holding, LLC, a California Limited Liability company to purchase an approximate 920 square foot permanent easement and impacted site improvements from APN 0110-071-06, an approximate 997 square foot permanent easement and impacted site improvements from APN 0110-071-07, an approximate 861 square foot temporary construction easement with a term of twenty-four months from APN 0110-071-06, and an approximate 1,209 square foot temporary construction easement with a term of twenty-four months from APN 0110-071-07, over portions of the real property for public road widening and related purposes, and all uses necessary or convenient thereto in connection with the construction and future maintenance of the WVC Project, from the real property located at 1381 & 1387 E. Holt Boulevard, Ontario, and identified as San Bernardino County Tax Assessor's Parcel Numbers 0110-071-06 & 07.
- SBCTA extended a written offer to Anthony Ditommaso, as to an undivided 42.026% interest; Jeanne D. Bruno, as to an undivided 42.026% interest; Deanna P. Brost (formerly Deanna P. Ditommaso), Trustee of the Deanna P. Brost Separate Property Trust Dated June 28, 2005, as to an undivided 5.316% interest; Christopher F. Ditommaso, Trustee of the Christopher F. Ditommaso Separate

Property Trust Dated August 2, 2005, as to an undivided 5.316% interest; Franklin J. Bruno, Trustee of the Franklin J. Bruno Living Trust, as to an undivided 2.658% interest, and Anthony Ditommaso and Beverly B. Ditommaso, Trustees of the Anthony & Beverly Ditommaso and Beverly B. Ditommaso Living Trust Dated April 23, 2003, as to an undivided 2.658% interest to purchase an approximate 2,975 square foot permanent easement and impacted site improvements, as well as an approximate 2,740 square foot temporary construction easement with a term of twenty-four months, over portions of the real property for public road widening and related purposes, and all uses necessary or convenient thereto in connection with the construction and future maintenance of the WVC Project, from the real property located at N/O E. Holt Boulevard, Ontario, and identified as San Bernardino County Tax Assessor's Parcel Number 0110-081-07.

- SBCTA extended a written offer to Holt Blvd. LLC, a California Limited Liability Company to purchase an approximate 99 square foot permanent easement and impacted site improvements, as well as an approximate 5,275 square foot temporary construction easement with a term of twenty-four months, over portions of the real property for public road widening and related purposes, and all uses necessary or convenient thereto in connection with the construction and future maintenance of the WVC Project, from the real property located at 1627 E. Holt Boulevard, Ontario, and identified as San Bernardino County Tax Assessor's Parcel Number 0110-081-08.
- SBCTA extended a written offer to Holt LPIV 3 LLC, a Delaware Limited Liability Company to purchase an approximate 1,860 square foot permanent easement from APN 0110-111-02 & 03, an approximate 910 square foot permanent easement from APN 0110-111-11, an approximate 881 square foot permanent easement and impacted site improvements from APN 0110-111-12, an approximate 3,494 square foot temporary construction easement with a term of twenty-four months from APN 0110-111-02 & 03, an approximate 1,820 square foot temporary construction easement with a term of twenty-four months from APN 0110-111-11, and an approximate 1,796 square foot temporary construction easement with a term of twenty-four months from APN 0110-111-12, over portions of the real property for public road widening and related purposes, and all uses necessary or convenient thereto in connection with the construction and future maintenance of the WVC Project, from the real property located at 1630-1650 E. Holt Boulevard, Ontario, and identified as San Bernardino County Tax Assessor's Parcel Numbers 0110-111-02, 03, 11 & 12.
- SBCTA extended a written offer to Muhammad & Iqbal M. Tremazi to purchase an approximate 1,721 square foot permanent easement and impacted site improvements, as well as an approximate 3,013 square foot temporary construction easement with a term of twenty-four months, over portions of the real property for public road widening and related purposes, and all uses necessary or convenient thereto in connection with the construction and future maintenance of the WVC Project, from the real property located at 936 E. Holt Boulevard, Ontario, and identified as San Bernardino County Tax Assessor's Parcel Number 1049-131-06.

- SBCTA extended a written offer to Patrick F. Grabowski & Janis Grabowski, Trustees of that Certain Revocable Declaration of Trust, known as the 2012 Grabowski Revocable Trust, dated June 21, 2012 to purchase an approximate 3,900 square foot permanent easement and impacted site improvements, as well as an approximate 3,658 square foot temporary construction easement with a term of twenty-four months, over portions of the real property for public road widening and related purposes, and all uses necessary or convenient thereto in connection with the construction and future maintenance of the WVC Project, from the real property located at 1405 E. Holt Boulevard, Ontario, and identified as San Bernardino County Tax Assessor's Parcel Numbers 0110-072-10 & 11.
- SBCTA extended a written offer to Holt Blvd. LLC, a California Limited Liability company to purchase an approximate 321 square foot and a 344 square foot temporary construction easement, each with a term of twenty-four months, over portions of the real property for public road widening and related purposes, and all uses necessary or convenient thereto in connection with the construction and future maintenance of the WVC Project, from the real property located at 1625 E. Holt Boulevard, Ontario, and identified as San Bernardino County Tax Assessor's Parcel Number 0110-081-13.
- SBCTA extended a written offer to Rowlands Properties, a California Partnership to purchase an approximate 2,113 square foot permanent easement and impacted site improvements from APN 0110-101-01, an approximate 488 square foot permanent easement and impacted site improvements from APN 0110-111-09, an approximate 774 square foot permanent easement and impacted site improvements from APN 0110-111-10, an approximate 5,573 square foot temporary construction easement with a term of twenty-four months from APN 0110-101-01, an approximate 1,704 square foot temporary construction easement with a term of twenty-four months from APN 0110-111-09, and an approximate 1,320 square foot temporary construction easement with a term of twenty-four months from APN 0110-111-10, over portions of the real property for public road widening and related purposes, and all uses necessary or convenient thereto in connection with the construction and future maintenance of the WVC Project, from the real property located at 1634, 1640 & 1744 E. Holt Boulevard, Ontario, and identified as San Bernardino County Tax Assessor's Parcel Numbers 0110-101-01 and 0110-111-09 & 10.
- SBCTA extended a written offer to Ontario CNG Property LLC, a California Limited Liability Company to purchase an approximate 345 square foot permanent easement and impacted site improvements, as well as an approximate 299 square foot temporary construction easement with a term of twenty-four months, over portions of the real property for public road widening and related purposes, and all uses necessary or convenient thereto in connection with the construction and future maintenance of the WVC Project, from the real property located at 1850 E. Holt Boulevard, Ontario, and identified as San Bernardino County Tax Assessor's Parcel Number 0110-101-13.



***Incorporation of Above-Referenced Documents:***

The following documents on file with the SBCTA Clerk's Office, which are referenced in this report, are incorporated herein by this reference:

- Resolutions of Necessity
- SBCTA Resolution No. 20-046
- Offer letter to the record owners of the subject property interests
- Notice pursuant to Code of Civil Procedure Section 1245.235 to the record owners of the subject property interests
- Notice pursuant to Code of Civil Procedure Section 1245.235 to the Cities of Montclair, Ontario, Pomona and Rancho Cucamonga as required by Public Utilities Code Section 130220.5(c)
- Project plans
- Environmental Documents relating to the WVC Project

***Financial Impact:***

This item is consistent with the Fiscal Year 2021/2022 Budget under Task No. 0315 Transit Capital, Sub-Task No. 0334 West Valley Connector.

***Reviewed By:***

This item was reviewed and unanimously recommend for approval by the Transit Committee on December 9, 2021. SBCTA General Counsel has reviewed this item and the draft resolutions.

***Responsible Staff:***

Ramie Dawit, Transit and Rail Consultant - WSP

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Approved  
Board of Directors  
Date: January 5, 2022

Witnessed By:

# WEST VALLEY CONNECTOR PROJECT

## RESOLUTIONS OF NECESSITY FOR PROJECT RIGHT-OF-WAY

Presenter: Ramie Dawit  
SBCTA Right-of-Way Manager

Board of Directors  
January 5, 2022



**cta**

San Bernardino County  
Transportation Authority

### 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



**SBCTA Request**

- Connect the Pomona, Montclair, Ontario, and Rancho Cucamonga communities with improved bus service with 10-minute headways during peak hour and 15-minute headways off peak hour and with stops at the Pomona Transit Center, Ontario International Airport, Ontario Mills, Rancho Cucamonga Metrolink Station, and Victoria Gardens
- Construct 21 bus stations serving the 19-mile-long route between the Pomona Transit Center in Pomona and Victoria Gardens in Rancho Cucamonga
- Widen approximately 3.5 miles of Holt Boulevard in Ontario to accommodate dedicated bus lanes and five center-running bus stations
- Introduce transit signal priority at intersections to improve bus service
- Provide enhanced amenities for passengers at stations including bike racks and improved wayfinding signage
- Install pantograph charging to allow for use of sustainable electric bus fleet
- Construct continuous sidewalk along both sides of Holt Boulevard through the City of Ontario to improve pedestrian accessibility



**WEST VALLEY CONNECTOR  
PROJECT**  
INFORMATION ONLY DO NOT RECORD



**West Valley Connector Project**

**OWNER: BACILY RIAD**



**LEGEND**

- SELECTED PARCEL(S)
- EXISTING RIGHT OF WAY
- TEMPORARY CONSTRUCTION EASEMENT (TCE)
- PROPOSED RIGHT OF WAY
- TEMPORARY CONSTRUCTION EASEMENT AREA

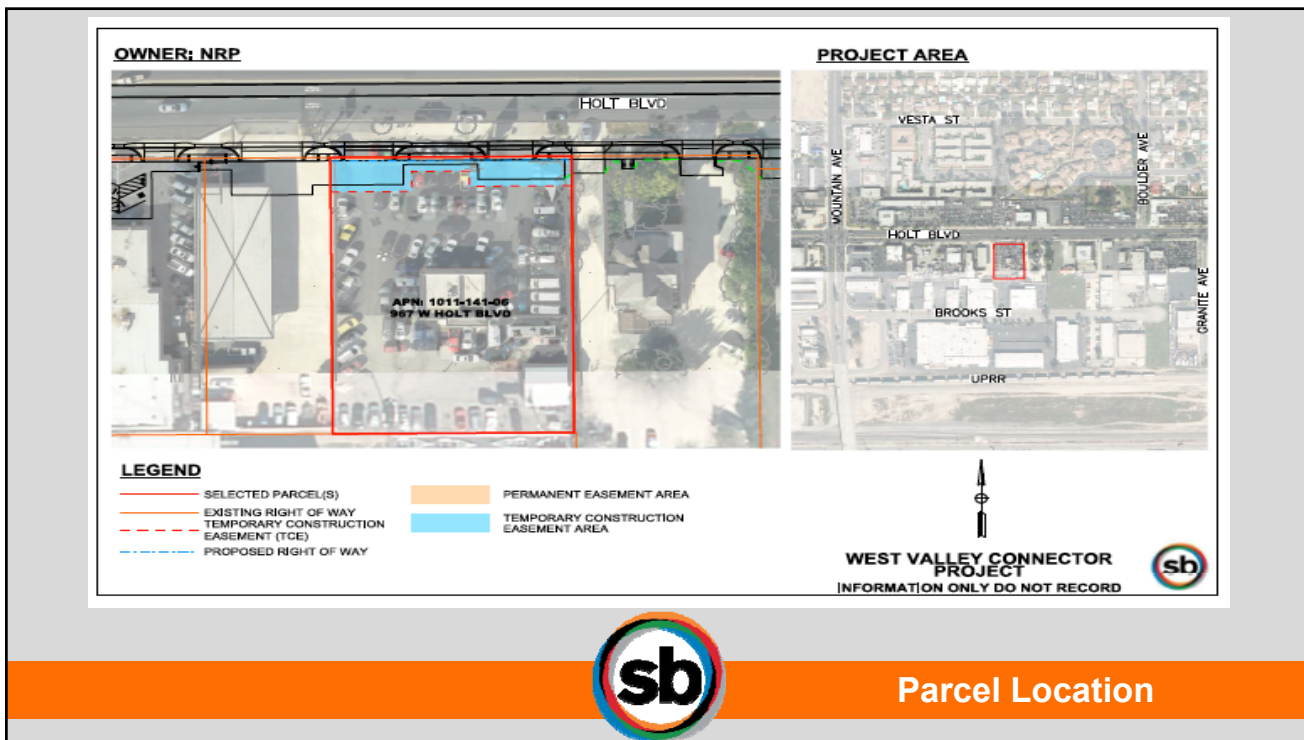
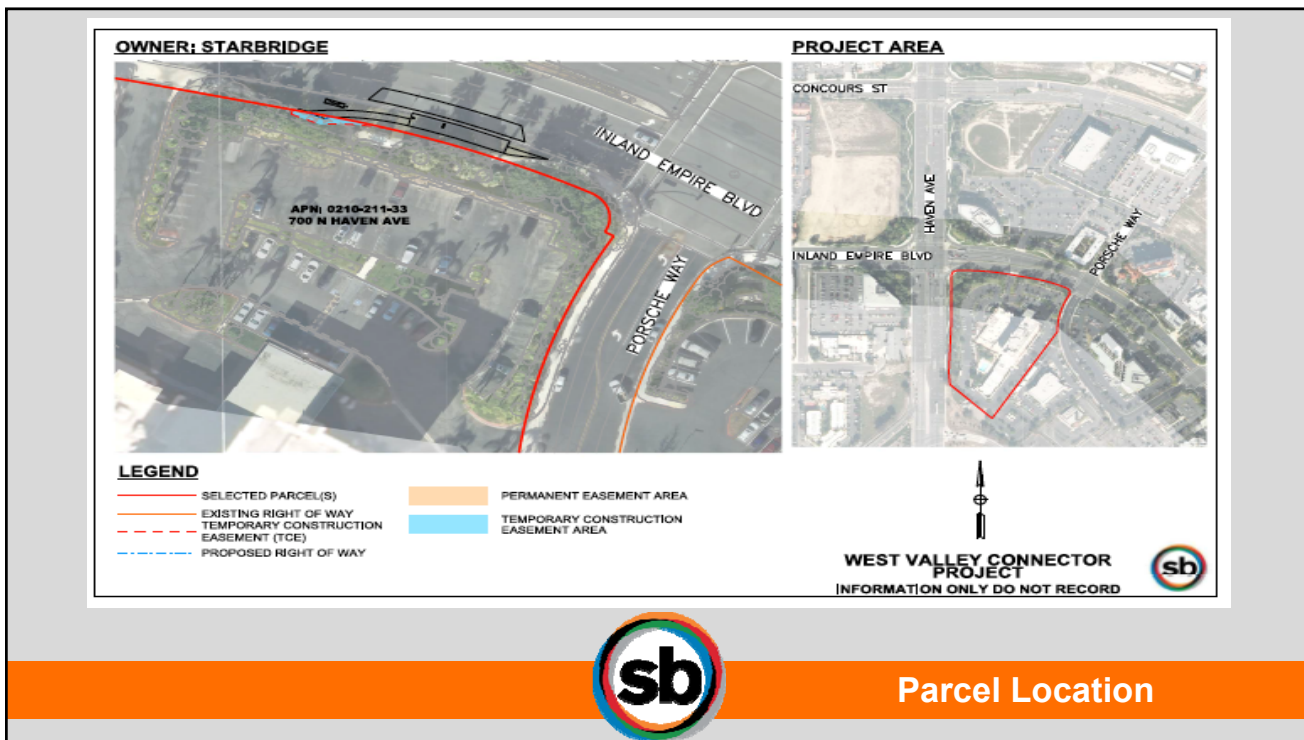
**PROJECT AREA**



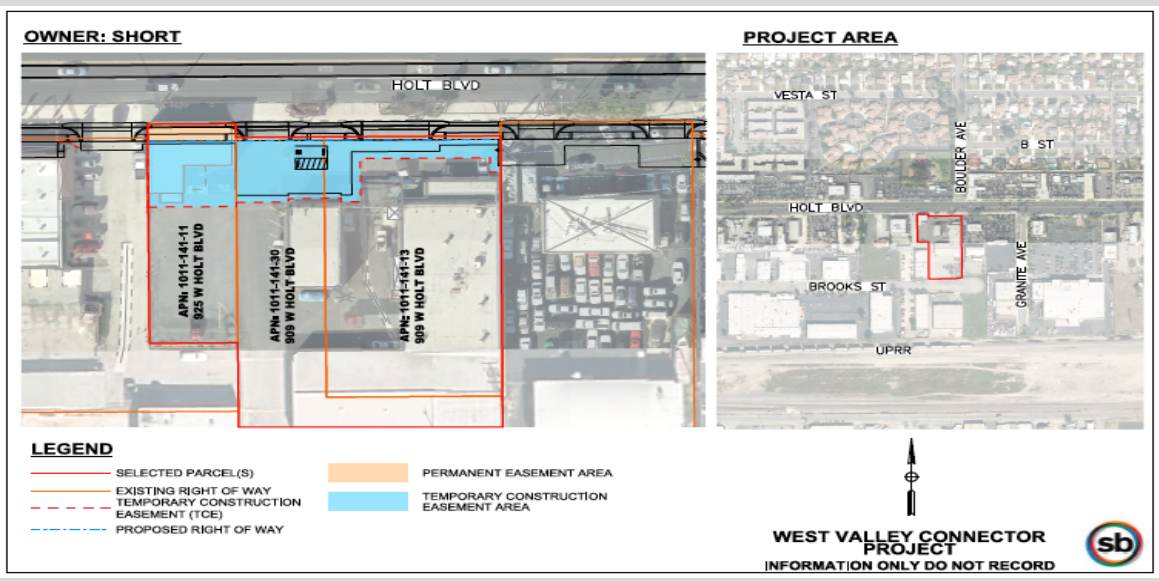
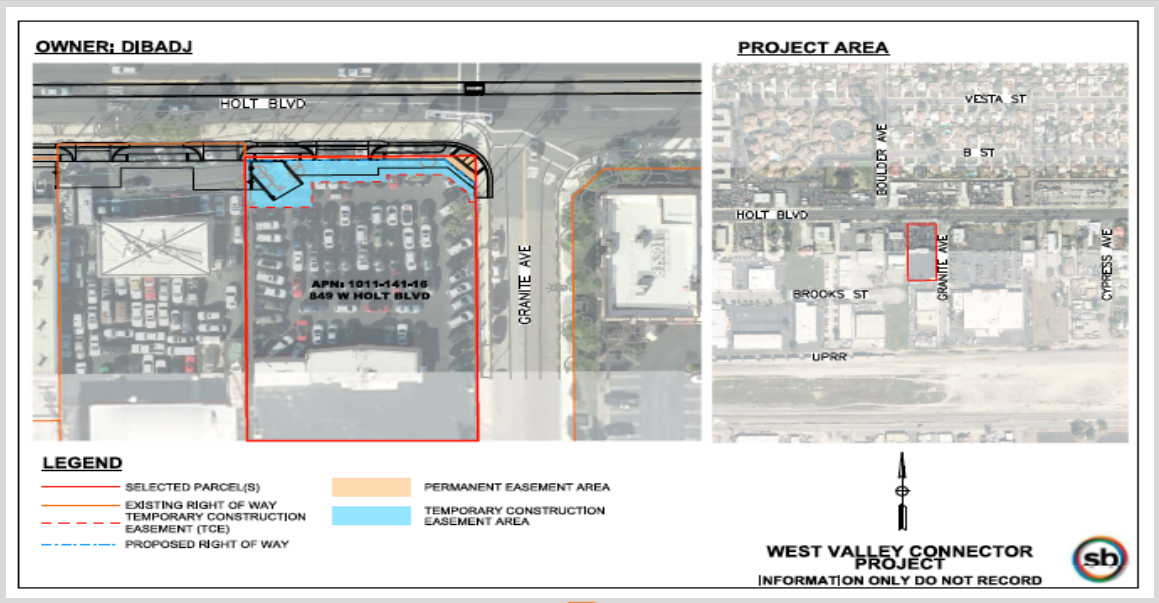
**WEST VALLEY CONNECTOR  
PROJECT**  
INFORMATION ONLY DO NOT RECORD

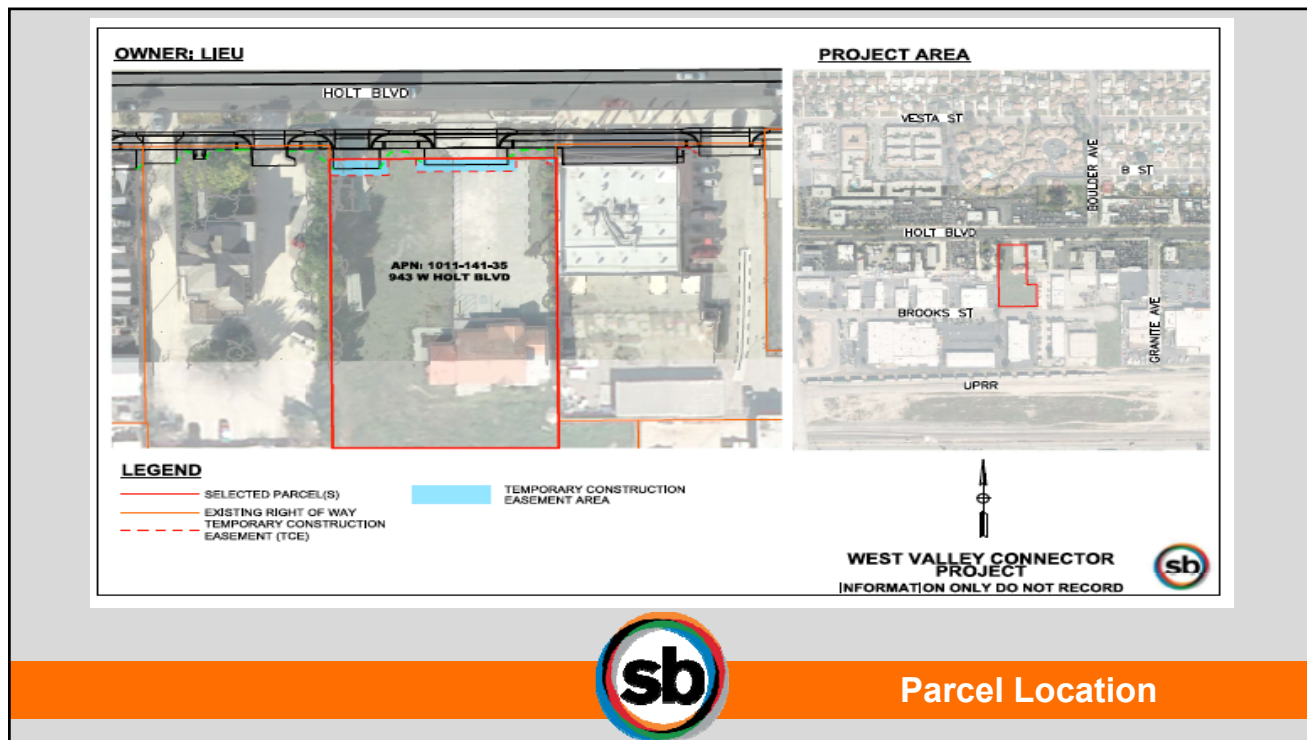


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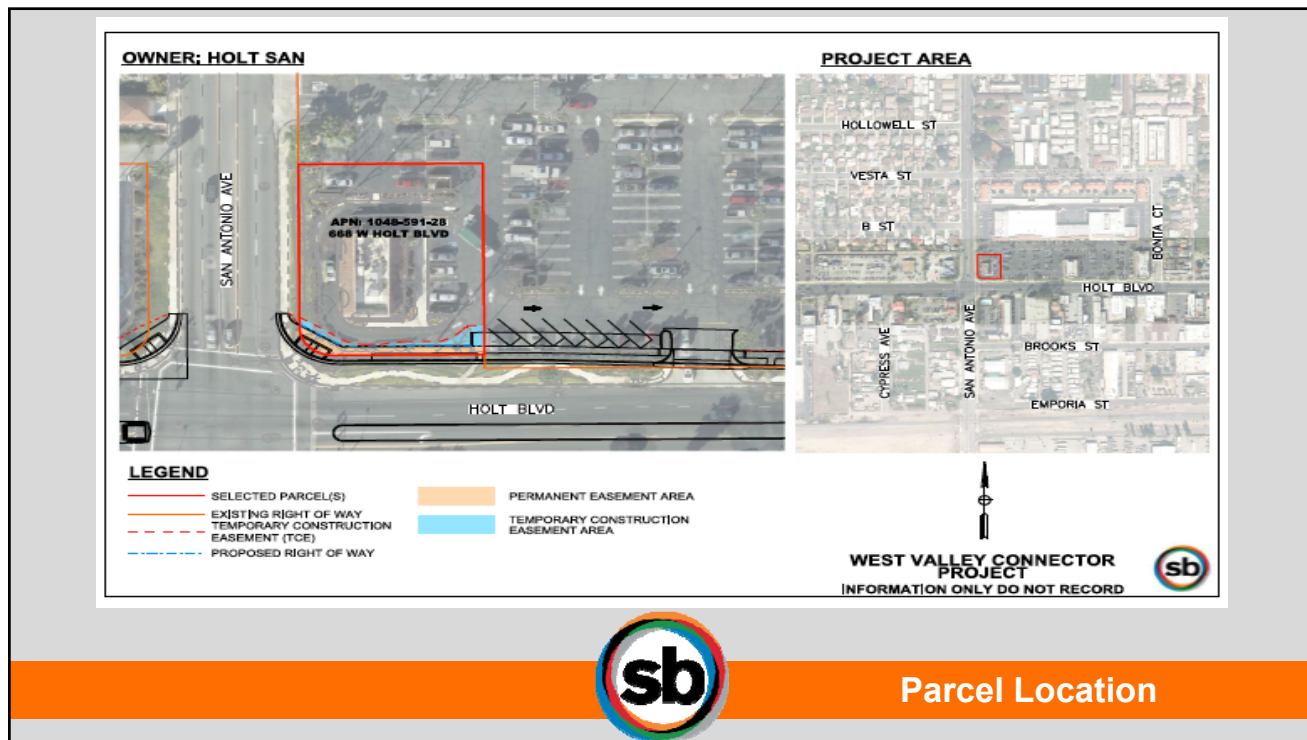




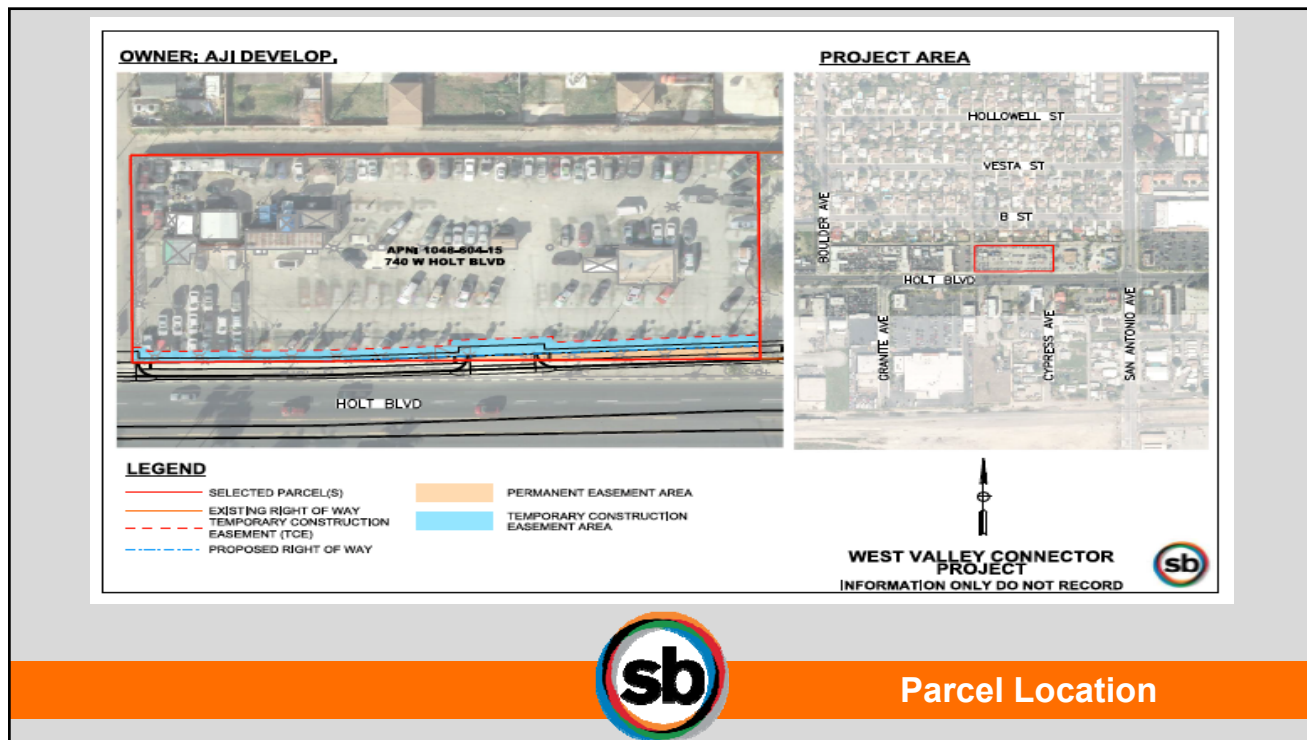
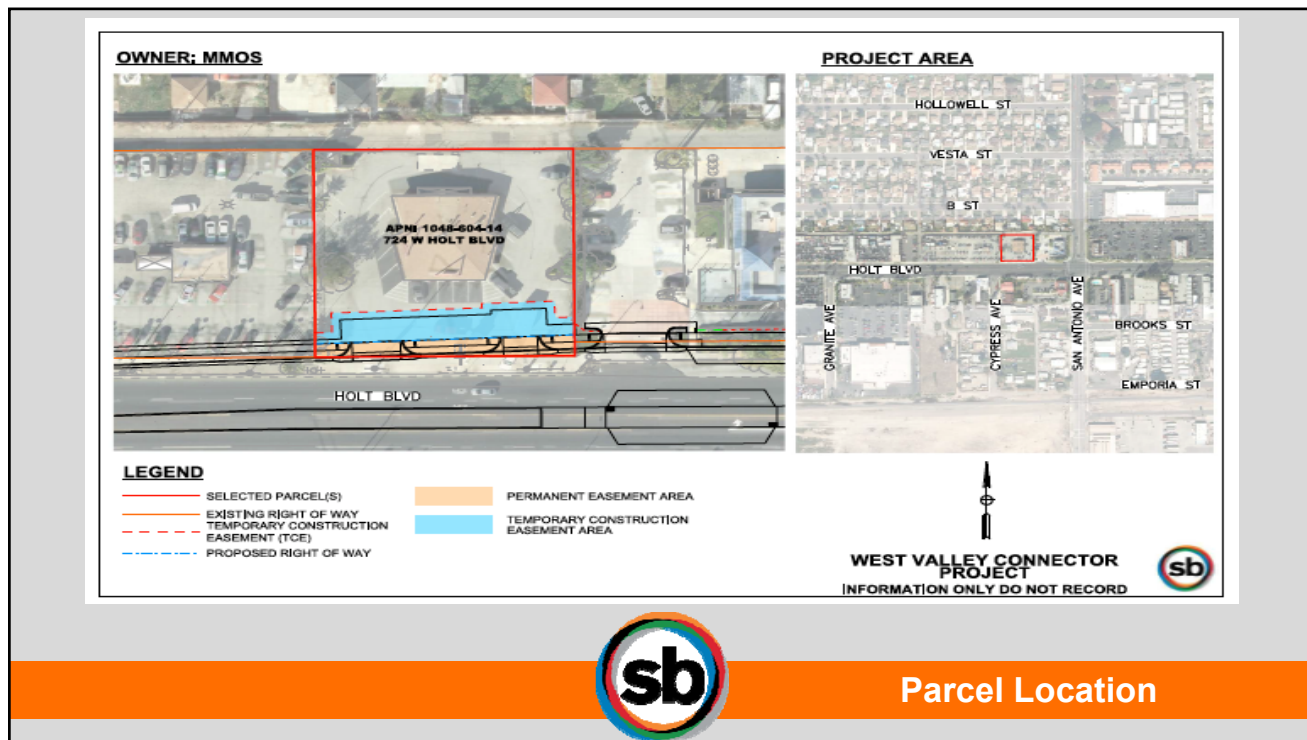
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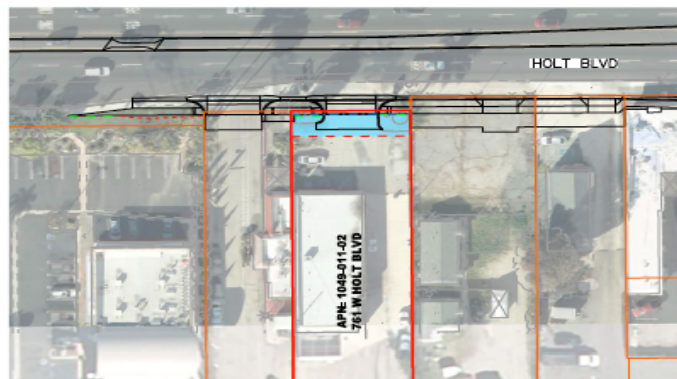
Parcel Location



Parcel Location





**OWNER: DURRITZAGUE****LEGEND**

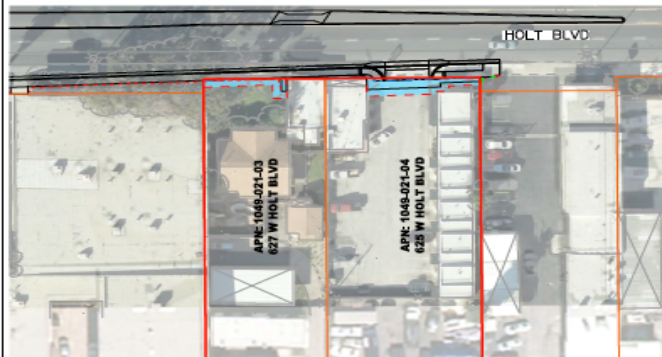
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|-----------------------------|--|
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| — EXISTING RIGHT OF WAY     | — TEMPORARY CONSTRUCTION EASEMENT AREA |
| - - - EASEMENT (TCE)        |  |
| - - - PROPOSED RIGHT OF WAY |  |

**PROJECT AREA**

WEST VALLEY CONNECTOR  
PROJECT  
INFORMATION ONLY DO NOT RECORD



Parcel Location

**OWNER: CHIANG****LEGEND**

- |                             |  |
|-----------------------------|--|
| — SELECTED PARCEL(S)        | — PERMANENT EASEMENT AREA              |
| — EXISTING RIGHT OF WAY     | — TEMPORARY CONSTRUCTION EASEMENT AREA |
| - - - EASEMENT (TCE)        |  |
| - - - PROPOSED RIGHT OF WAY |  |

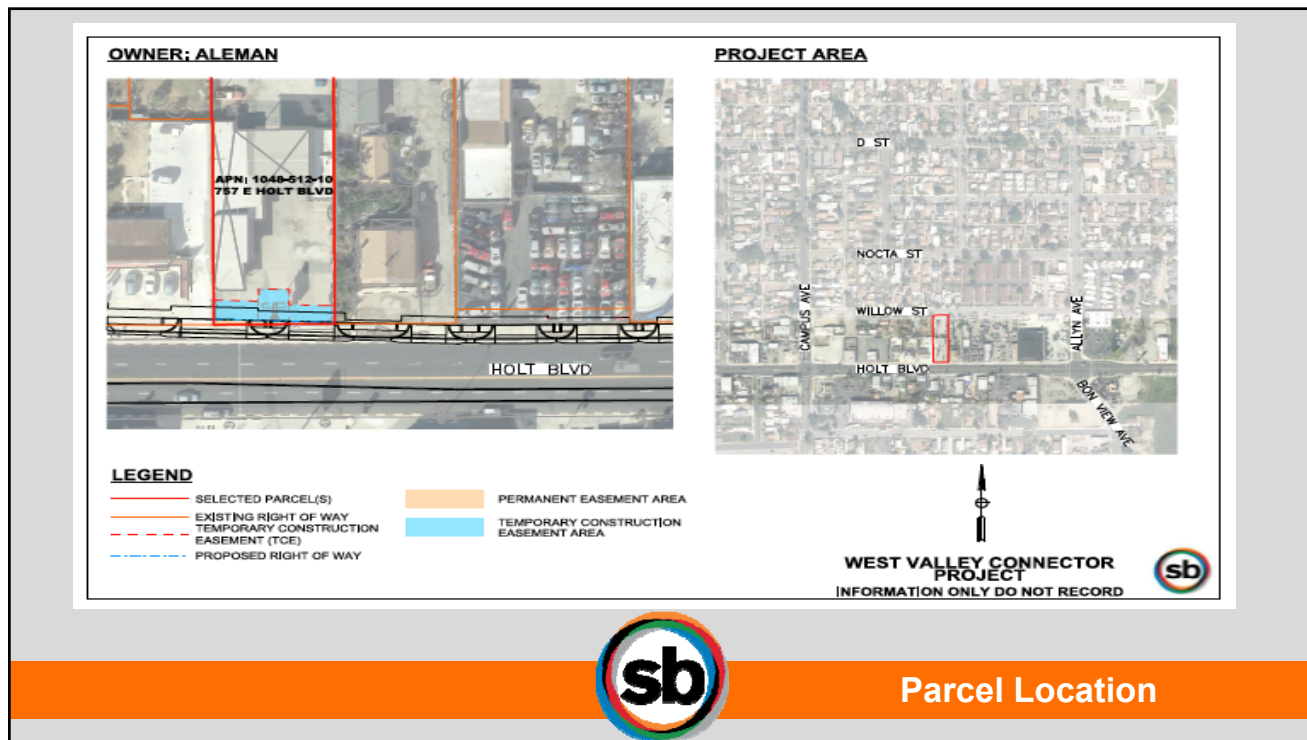
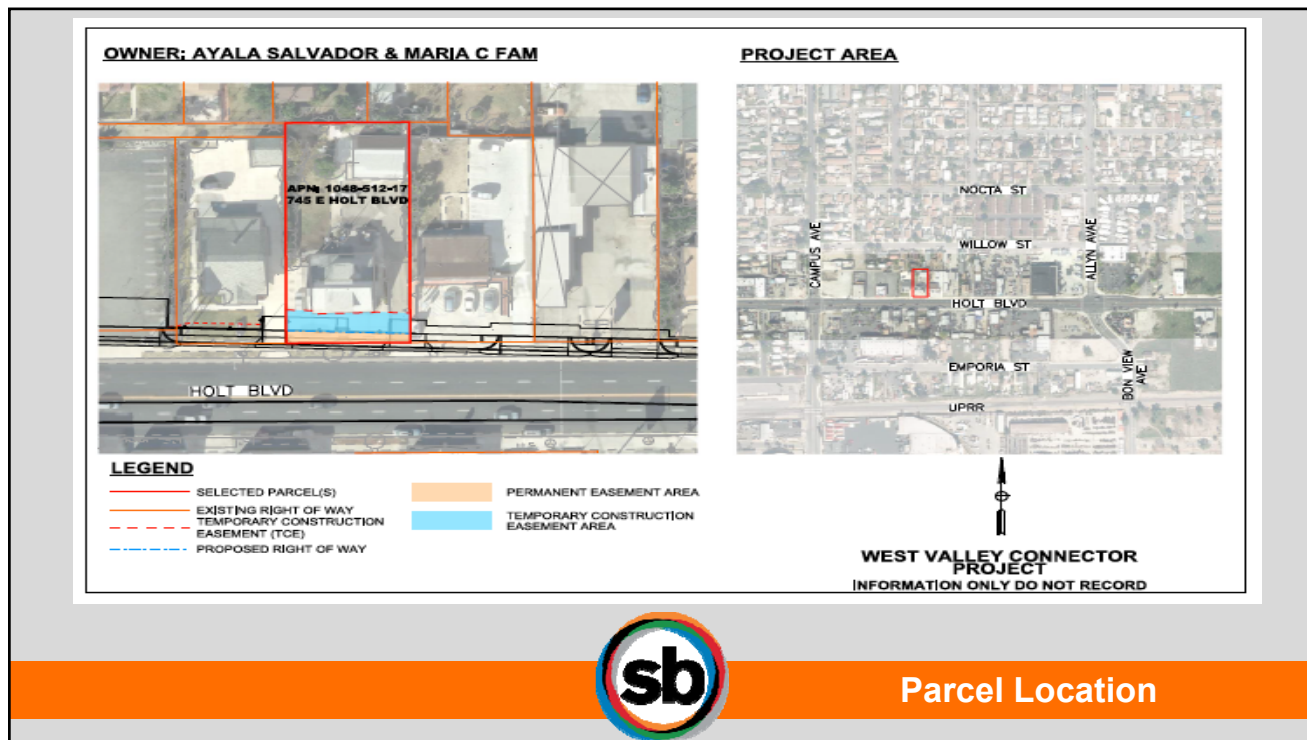
**PROJECT AREA**

WEST VALLEY CONNECTOR  
PROJECT  
INFORMATION ONLY DO NOT RECORD



Parcel Location





Attachment: RON PPT - PDF (8229 : Hearing to Consider RON for Property Interests for the WVC Project)

**OWNER: CHAVEZ****PROJECT AREA****LEGEND**

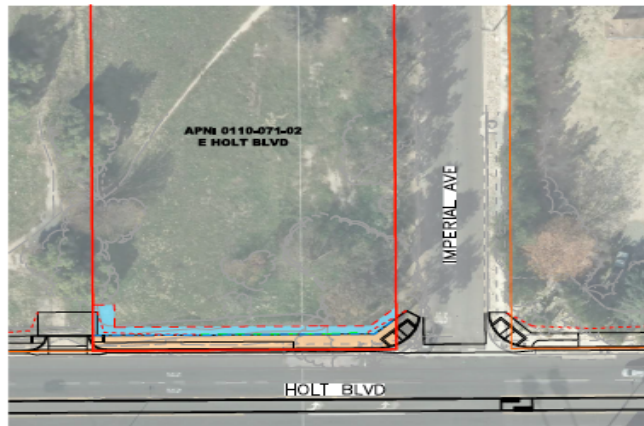
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- EXISTING RIGHT OF WAY
- - - TEMPORARY CONSTRUCTION EASEMENT (TCE)
- - - PROPOSED RIGHT OF WAY

- PERMANENT EASEMENT AREA
- TEMPORARY CONSTRUCTION EASEMENT AREA

WEST VALLEY CONNECTOR  
PROJECT  
INFORMATION ONLY DO NOT RECORD



Parcel Location

**OWNER: SHIH****PROJECT AREA****LEGEND**

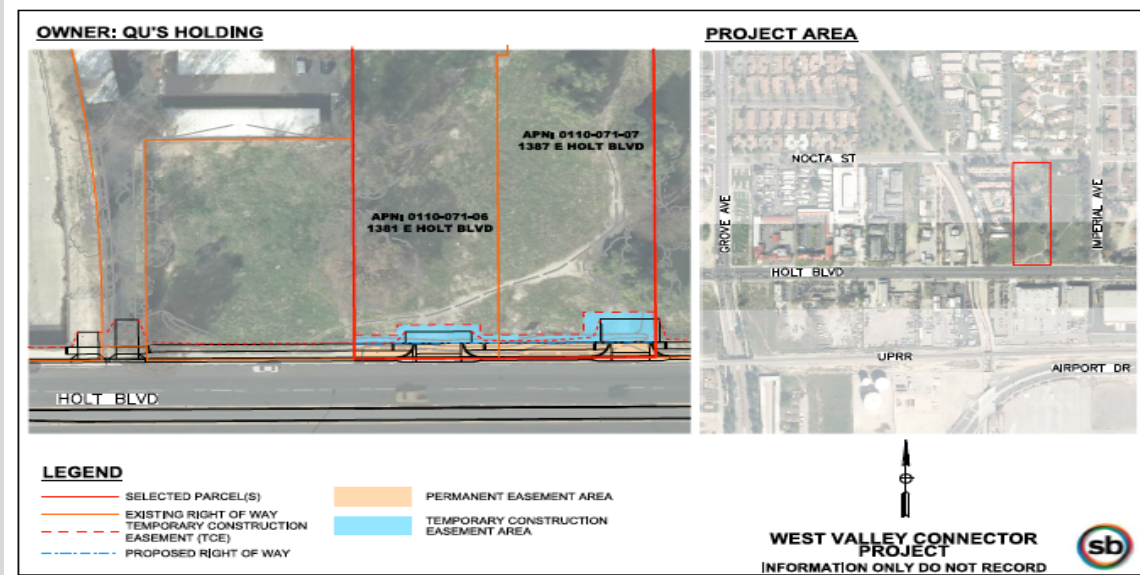
- SELECTED PARCEL(S)
- EXISTING RIGHT OF WAY
- - - TEMPORARY CONSTRUCTION EASEMENT (TCE)
- - - PROPOSED RIGHT OF WAY

- PERMANENT EASEMENT AREA
- TEMPORARY CONSTRUCTION EASEMENT AREA

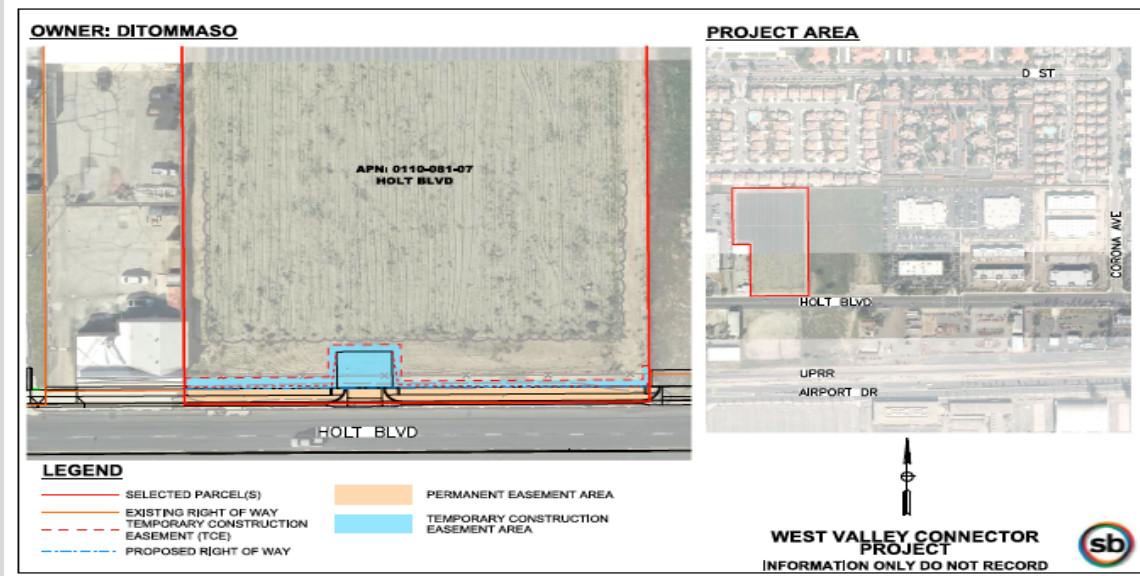
WEST VALLEY CONNECTOR  
PROJECT  
INFORMATION ONLY DO NOT RECORD



Parcel Location

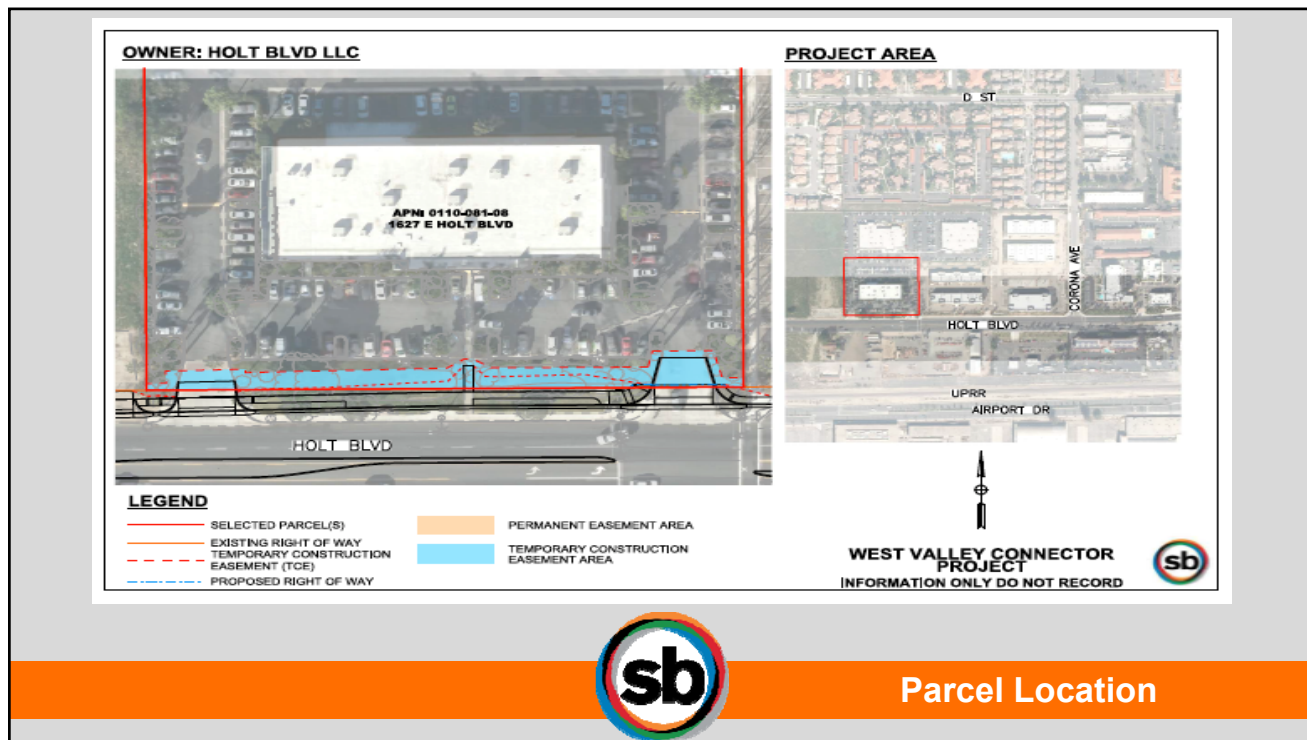


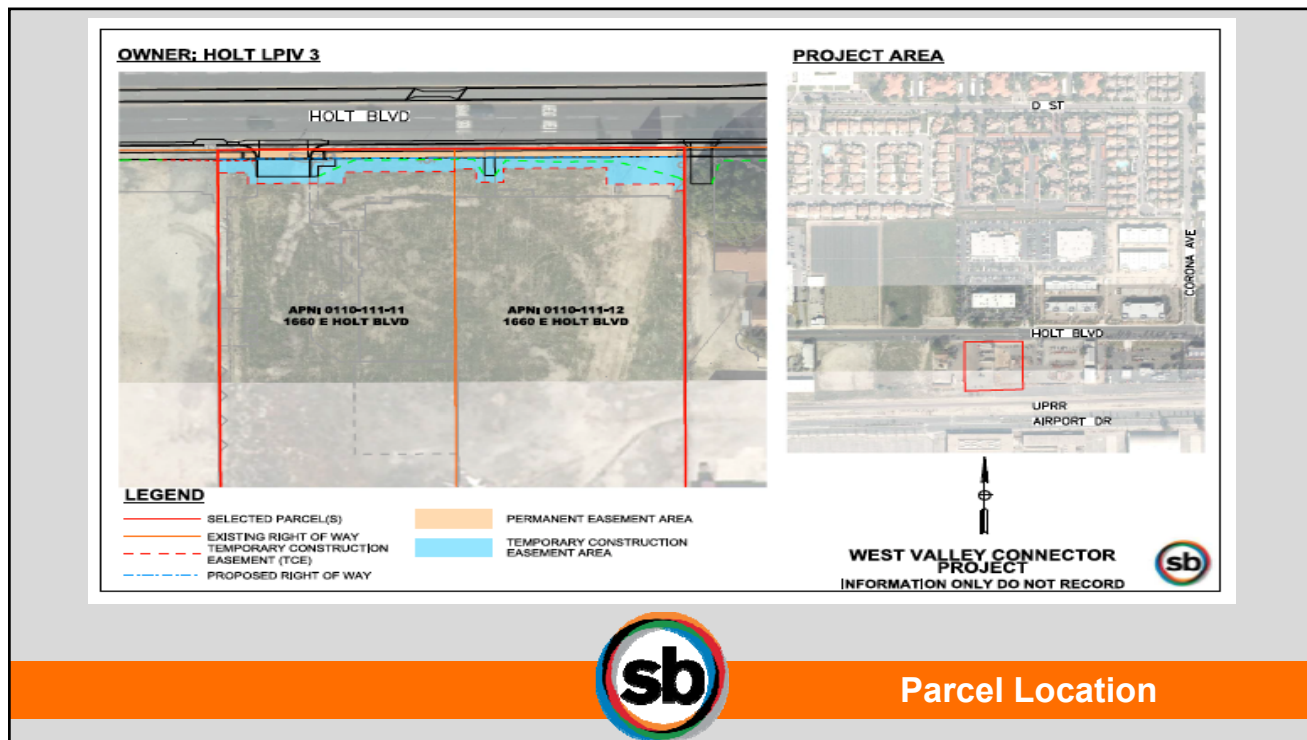
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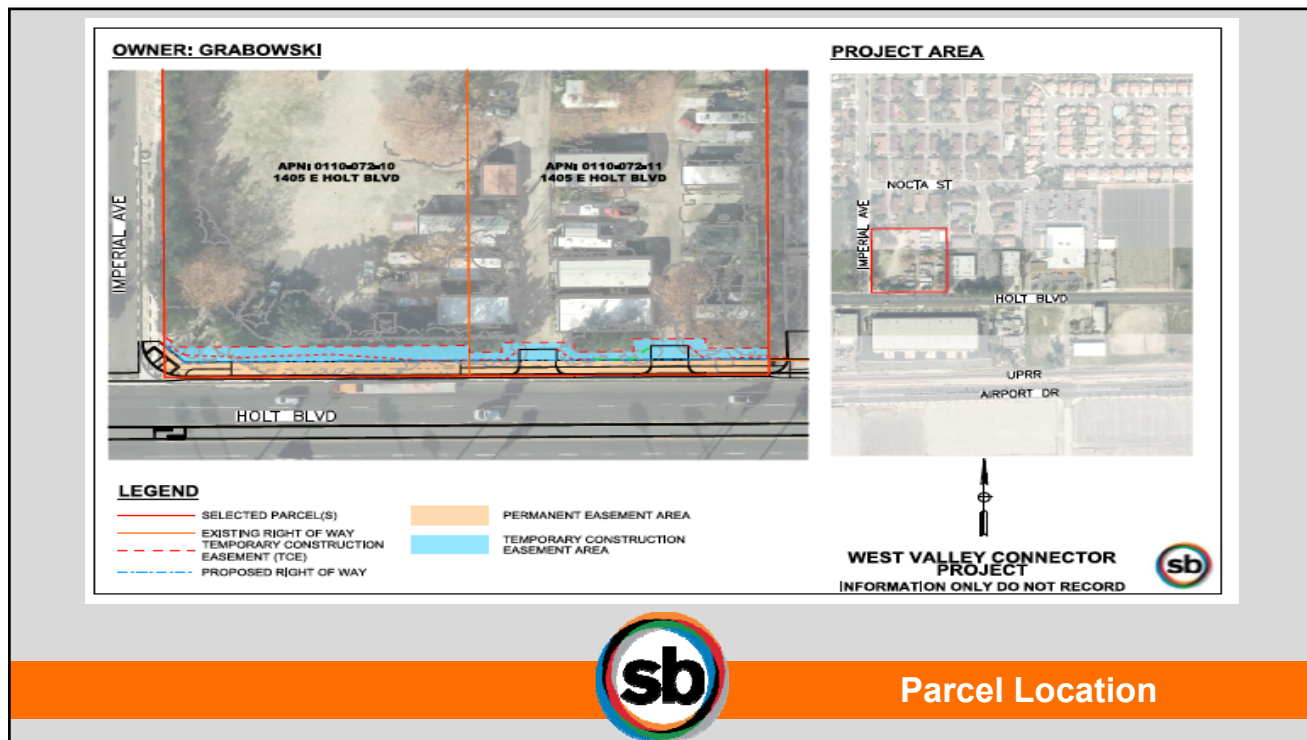


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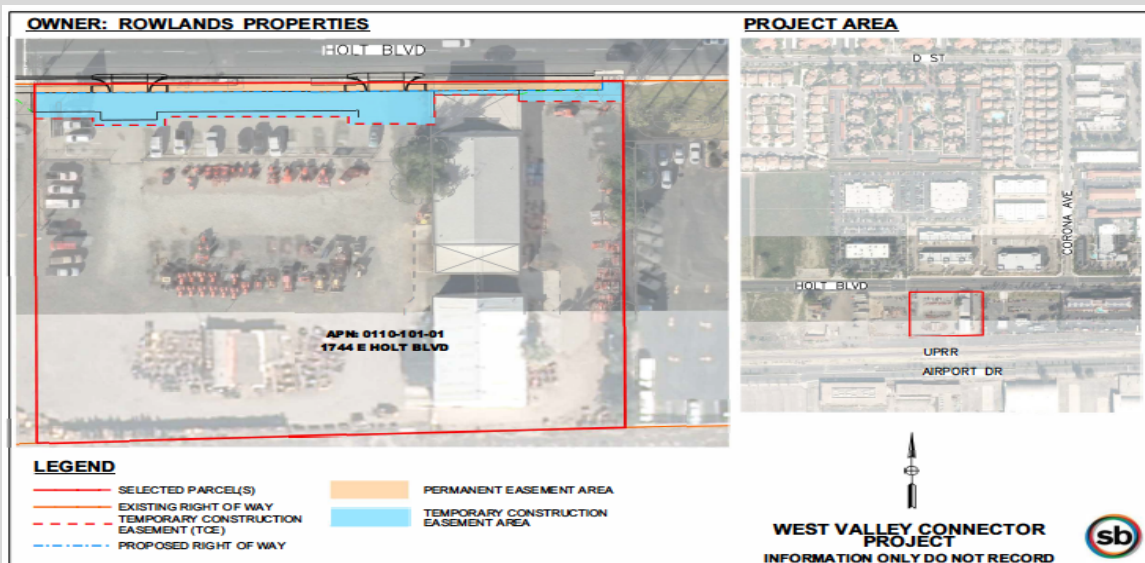




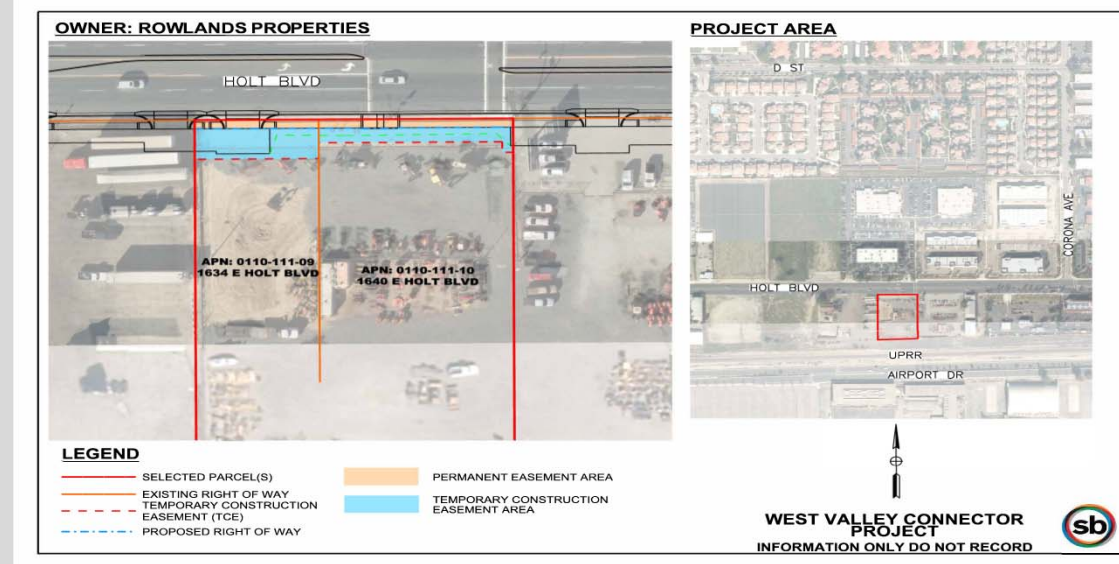


Attachment: RON PPT - PDF (8229 : Hearing to Consider RON for Property Interests for the WVC Project)

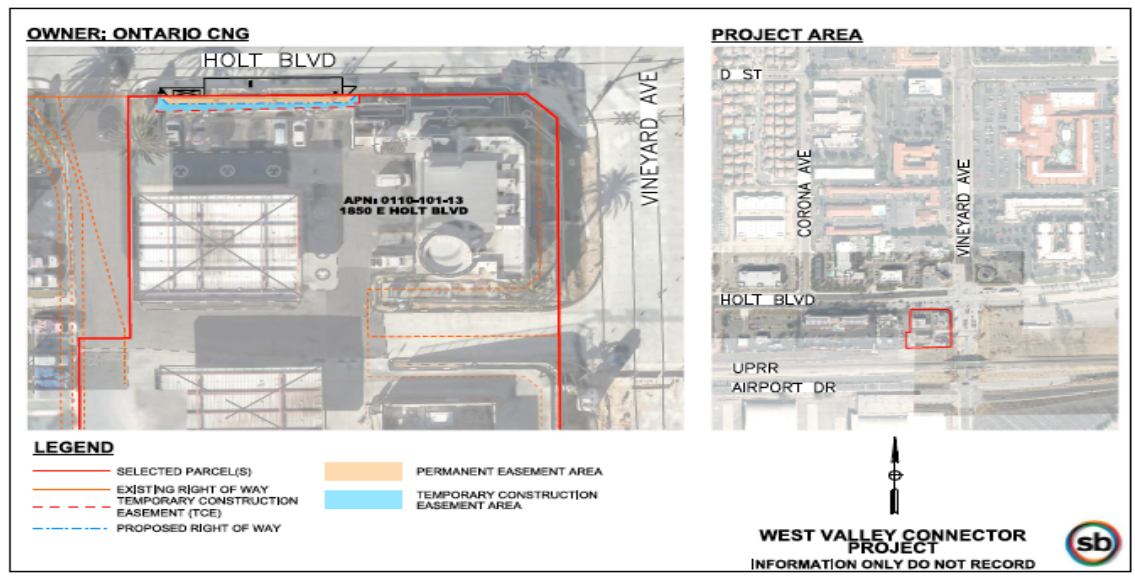




Parcel Location



Parcel Location



Parcel Location

No.	Ownership	Date of First Contact	Mailing	In Person Meetings	Phone Contacts	E-Mails	Attorney Contacts	Unsuccessful Contacts*	Total
B.	Bacilly	5/21/21	1	2	5	2	0	1	16
C.	Starbridge (Ontario) Investment, LLC	9/9/21	1	0	1	0	0	5	7
D.	NRP Developments, Inc	9/7/21	1	2	3	1	1	0	8
E.	William S. Short and Audree Short	10/13/21	1	0	2	1	0	1	5
F.	Hamid Reza Dibadj and Telma F. Roshanravan	9/10/21	1	0	6	0	0	0	7
G.	Khang Bao Lieu	9/3/21	2	1	4	0	0	0	7
H.	Holt-San Antonio LLC	9/16/21	1	0	5	2	0	1	9
I.	MMOS, Inc.	9/7/21	1	0	5	0	0	0	6
J.	AJ1 Development, LLC	10/1/21	1	1	4	0	0	0	6
K.	Annette Marie Durrisague	9/16/2021	1	0	4	7	0	0	12
L.	Chi Hong Chiang and Hui-Chuan Wang	10/24/21	2	0	1	2	0	3	8
M.	Salvador Ayala Maria C Ayala	9/20/21	1	0	5	1	0	0	7



Communication Summary

Attachment: RON PPT - PDF (8229 : Hearing to Consider RON for Property Interests for the WVC Project)



No.	Ownership	Date of First Contact	Mailing	In Person Meetings	Phone Contacts	E-Mails	Attorney Contacts	Unsuccessful Contacts*	Total
N.	Albert Aleman & Bertha Aleman	9/20/21	1	0	5	0	0	5	11
O.	Yolanda Chavez	9/20/21	1	0	5	0	0	0	6
P.	Shih, Sen M	None	3	0	0	0	0	11	14
Q.	Qu's Holding	9/27/21	2	0	2	2	0	6	12
R.	Bruno Trust (DiTommaso)	9/30/21	4	0	3	1	0	5	13
S.	<del>Holt Blvd APN 0110-081-08</del>	<del>9/29/21</del>	<del>2</del>	<del>0</del>	<del>4</del>	<del>6</del>	<del>0</del>	<del>7</del>	<del>16</del>
T.	Holt LPIV 3 LLC	10/6/21	2	0	1	3	0	3	9
U.	Tremazi, Muhammad	11/8/21	3	1	1	0	0	11	16
V.	Grabowski	10/18/21	2	0	2	1	0	6	11
W.	<del>Holt Blvd APN 0110-081-08</del>	<del>9/29/21</del>	<del>2</del>	<del>0</del>	<del>4</del>	<del>6</del>	<del>0</del>	<del>7</del>	<del>16</del>
X.	Rowlands Properties	10/6/21	2	0	3	0	0	3	8
Y.	Ontario CNG	10/4/21	2	0	6	18	0	0	26
*Property visit, phone call and/or email with no response									



## Communication Summary

Item	Ownership	Offer Date
<del>B.</del>	<del>Bacily</del>	<del>9/26/21</del>
C.	Starbridge (Ontario) Investment, LLC	9/24/21
D.	NRP Developments, Inc	9/7/21
E.	William S. Short and Audree Short	9/23/21
F.	Hamid Reza Dibadj and Telma F. Roshanravan	9/9/21
G.	Khang Bao Lieu	9/13/21
H.	Holt-San Antonio LLC	9/16/21
I.	MMOS, Inc.	9/7/21
J.	AJ1 Development, LLC	9/13/21
<del>K.</del>	<del>Annette Marie Durrizague</del>	<del>9/14/21</del>
L.	Chi Hong Chiang and Hui-Chuan Wang	9/7/21
M.	Salvador AyalaMaria C Ayala	9/24/21
N.	Albert Aleman & Bertha Aleman	9/24/21
O.	Yolanda Chavez	9/23/21
P.	Shih, Sen M	9/14/21
Q.	Qu's Holding	9/14/21
R.	Bruno Trust (DiTommaso)	9/9/21
<del>S.</del>	<del>Holt Blvd APN 0110-081-08</del>	<del>9/22/21</del>
T.	Holt LPIV 3 LLC	9/23/21
U.	Tremazi, Muhammad	9/9/21
V.	Grabowski	9/28/21
W.	<del>Holt Blvd APN 0110-081-13</del>	<del>9/28/21</del>
X.	Rowlands Properties	9/28/21
Y.	Ontario CNG	9/28/21



## Offer of Just Compensation

**SBCTA ADOPT A RESOLUTION OF NECESSITY  
BASED ON 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



**Staff Recommendation**

**THANK YOU**



## ***Minute Action***

### AGENDA ITEM: 22

***Date:*** January 5, 2022

***Subject:***

Tunnel to Ontario International Airport Update & Release of Request for Proposals No. 22-1002758 for Environmental Services Contract

***Recommendation:***

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

A. Receive and file an update on Request for Proposals (RFP) No. 21-1002450 for the Tunnel to Ontario International Airport (ONT) Infrastructure Developer contract issued to The Boring Company.

B. Provide direction to staff regarding a revised approach to proceeding with environmental clearance review of the Tunnel to ONT Project, including authorizing the release of RFP No. 22-1002758 for Environmental Services Contract for preparation of a combined California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) document for the Tunnel to ONT Project and subsequent extension to the Rancho Cucamonga Civic Center, in accordance with Recommendation C.

C. Authorize the negotiation of a cooperative agreement with the City of Rancho Cucamonga (City) for additional environmental services, at the City's request and cost, for an extension of the proposed Tunnel to ONT between the Cucamonga Station and the Rancho Cucamonga Civic Center under the proposed RFP No. 22-1002758, with the final proposed cooperative agreement coming back to the SBCTA Board of Directors for consideration of approval no later than when the environmental services contract associated with RFP No. 22-1002758 is presented for approval.

***Background:***

In accordance with direction from the San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board) on February 3, 2021, staff has been proceeding with a Request for Proposals (RFP) process subsequent to receipt of a Statement of Qualifications (SOQ) from The Boring Company in response to the competitive Request for Qualifications (RFQ) No. 21-1002450 solicitation for the Tunnel to Ontario International Airport (ONT) Infrastructure Developer. Staff was targeting a presentation of the proposed contract to the Board for approval no later than October 6, 2021. Negotiations are on-going and the contract is not ready for consideration by the Board. This item is being presented to allow staff to provide a verbal update on the status of the RFQ No. 21-1002450 procurement discussion. This includes a request to remove the requirement for autonomous service from the contract requirements, and instead include the aspiration to be autonomous while continuing with the development of a closed-system.

Negotiations with the Infrastructure Developer are on-going and have exceeded the anticipated timeline for contract award. In order to streamline the process of developing the project, as well as to allow for additional time to continue negotiations with the Infrastructure Developer, staff is recommending that activities related to the environmental approval process be separated from the larger developer contract. The environmental Scope of Work under RFP 21-1002450 would be released as part of a separate RFP No. 22-1002758 for an Environmental Services Contract for

*Entity: San Bernardino County Transportation Authority*

preparation of a combined California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) document, and all supporting activities needed to secure environmental approval as indicated in Attachment A. Upon approval by the Board, staff will release RFP No. 22-1002758 with a target date of presenting a contract for consideration of approval at the April 6, 2022 Board meeting, assuming no prior review by the SBCTA Transit Committee or any other SBCTA committee. It should be noted that the independent cost estimate for RFP No. 22-1002758, for the portion of work associated with the Tunnel to ONT from Cucamonga Station to ONT, is approximately \$4 million plus an additional 10% contingency. Staff will seek to secure a similar cost savings in the Infrastructure Developer contract, but it is not guaranteed. Further, as opposed to presenting the Infrastructure Developer contract for approval at this time, the parallel procurement process has a schedule impact of approximately five (5) months.

As indicated in Recommendation C, the City of Rancho Cucamonga (City) has requested that we include a City-sponsored, subsequent extension from the Cucamonga Station to the Rancho Cucamonga Civic Center as part of the Scope of Work for RFP No. 22-100278. This will include a phased approach and production of a separate document which will be presented to the City for consideration of CEQA approval. SBCTA staff's focus will be on the Tunnel to ONT project between the ONT and Cucamonga Station. It is anticipated that the extension to the Civic Center will be under a separate construction contract directly with the City, and a separate operating agreement, with operations and maintenance funding, identified by the City, will be required.

The Scope of Work for RFP No. 22-100278 is included as Attachment A. It includes the professional services needed to support securing NEPA approval by the Federal Transit Administration (FTA), and a recommendation to the Board for CEQA approval, associated supporting documentation for Ontario International Airport Authority (OIAA), and including, but not limited to, support services during the duration of the project such as the Mitigation, Monitoring and Reporting Plan (MMRP). The draft environmental document will be prepared for circulation to the public to satisfy state and federal document format and accessibility requirements, and following the close of the draft environmental document review period, the consultant will finalize the environmental document, assist SBCTA and the Federal Transit Administration with the identification of the preferred alternative, assist FTA with submitting the United States Fish and Wildlife Services (USFWS) Biological Assessment for consultation for a Biological Opinion, finalize State Historic Preservation Officer (SHPO) consultation, and any other Federal or State agency consultation needed to complete the final environmental document. The consultant will complete and obtain approval for all required submittal forms and notices in support of the final CEQA and NEPA environmental document. The environmental work will be supported by the conceptual design work and analysis done by the Tunnel to ONT Program Management team, HNTB, in consultation with SBCTA and the various third party stakeholders.

***Financial Impact:***

This item is consistent with the Fiscal Year 2021/2022 Budget.

***Reviewed By:***

This item has not received prior policy committee or technical advisory committee review. SBCTA General Counsel, Risk Manager and Procurement Manager have reviewed this item and the draft Request for Proposals.

Board of Directors Agenda Item  
January 5, 2022  
Page 3

***Responsible Staff:***

Carrie Schindler, Director of Transit and Rail Programs

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Approved  
Board of Directors  
Date: January 5, 2022  
Witnessed By:

San Bernardino County Transportation Authority



**SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY**

**REQUEST FOR PROPOSALS (RFP) 22-1002758**

**FOR**

**ENVIRONMENTAL SERVICES CONTRACT – TUNNEL TO ONT**

**KEY RFP DATES**

<b>RFP Issue Date:</b>	<b>Wednesday, January 5, 2022</b>
<b>Pre-Proposal Conference Date:</b>	<b>Thursday, January 20, 2022 @ 11:30 a.m.</b>
<b>Question Submittal Deadline:</b>	<b>Friday, January 21, 2022, @ 4:00 p.m.</b>
<b>Proposal Due Date:</b>	<b>Tuesday, February 1, 2022 @ 2:00 p.m.</b>
<b>Interview Date:</b>	<b>Tuesday, February 15, 2022</b>
<b>Contract Award Date:</b>	<b>Wednesday, April 6, 2022</b>
<b>Notice To Proceed:</b>	<b>April 2022</b>

**FEDERAL TRANSIT ADMINISTRATION FUNDED PROJECT**



January 5, 2022

**SUBJECT: NOTICE OF REQUEST FOR PROPOSALS (RFP)  
“ENVIRONMENTAL SERVICES CONTRACT – TUNNEL TO ONT”,  
(hereinafter referred to as “Project”)**

The San Bernardino County Transportation Authority (“SBCTA”) invites proposals from qualified firms to provide environmental services as identified in this RFP.

Firms intending to submit proposals should note the “Key RFP Dates” on the cover of this RFP. It is our intention, subject to approval by SBCTA’s Awarding Authority, to have the selected firm under contract by April 2022. Firms submitting proposals will be evaluated based on qualifications, prior experience with the same or similar type of services identified in the attached Scope of Work, proposed staffing, and the firm’s understanding of the needs and requirements of the Project as identified in this RFP.

The RFP and all RFP schedule updates and addenda, together with other important information, are available on SBCTA’s website at: [www.gosbcta.com](http://www.gosbcta.com), hover over “Doing Business” and select Vendor Portal. Then, look under the heading “Bid Opportunities”. The website is the official means of notification to all prospective proposers. Firms are requested to check the website periodically, and no less frequently than weekly, for RFP schedule updates, addenda, and other information. All proposers will be held accountable for compliance with all updates, addenda and other information posted on the website. Please note that SBCTA will not be responsible for mailing any addenda, schedule updates or other information to any firm.

Proposals are due on or before **2:00 p.m., Tuesday, February 1, 2022.**

A Pre-Proposal Conference is scheduled for **11:30 a.m., Thursday, January 20, 2022**, via Zoom. Attendance at this Pre-Proposal Conference is encouraged, but not mandatory. Proposers that attend are asked to submit their information using this link <https://sanbag-lfweb.sanbag.ca.gov/Forms/Signin> within 24 hours of the meeting. However, all proposers will be held accountable for any addenda issued related to information and instructions given at the Pre-Proposal Conference.

All questions related to this RFP must be put in writing and submitted to SBCTA no later than 4:00 p.m., **Friday, January 21, 2022**. All questions must be clearly labeled, “Written Questions - RFP22-1002758” and submitted electronically to:

**Jenny Herrera**  
**Procurement Analyst**  
**procurement@gosbcta.com**  
**RFP22-1002758**

Questions received after the deadline may or may not be responded to at the sole discretion of SBCTA. Questions received by the deadline or responded to after the deadline at the discretion of SBCTA, and the written responses will be posted via written addendum on SBCTA’s website at <http://www.gosbcta.com>: hover over “Doing Business” and select Vendor Portal. On the “Vendor Portal” page, look under the heading “Bid Opportunities”.

**This is a Federal-aid project:** The contract to be awarded is financed in part by the U.S. Department of Transportation (US DOT). Proposers are required to certify that they meet all federal requirements identified in this RFP, including but not limited to all applicable equal opportunity laws and regulations.

The California Labor Code, sections 1770 et seq., requires that certain consultants on public works projects pay their workers based on the prevailing wage rates which are established and issued by the Department of Industrial Relations, (<http://www.dir.ca.gov>). Proposers of this RFP agree to adhere to the Prevailing Wage requirement and use the wage schedules applicable at the time the work is performed, which can be obtained from the Department of Industrial Relations Internet site at (<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>).

Effective March 1, 2015, any consultant or subconsultant who submits a proposal or performs work that requires the payment of prevailing wages under state law must be registered with the Department of Industrial Relations. This includes not only work performed by the building and construction trades, but also other types of work, including trucking, surveying, and testing, if that work is subject to prevailing wage requirements.

Firms using subconsultants are encouraged to subcontract with small and disadvantaged businesses to the maximum extent possible.

If the contract is awarded, the firm awarded the contract will be required to comply with all applicable laws and regulations including but not limited to, equal opportunity laws and regulations.

The award of this contract is subject to the availability, appropriation and receipt of federal, State and/or local funds sufficient to carry out the work identified in this RFP.

The award of this contract may be subject to a Pre-Award Audit required by applicable funding agencies and/or SBCTA itself. The selected firm shall have a recent audit of their Indirect Cost Rate (ICR) for the most recent completed fiscal year.



**SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY**

**REQUEST FOR PROPOSALS 22-1002758**

**FOR**

**“ENVIRONMENTAL SERVICES CONTRACT – TUNNEL TO ONT”**

**I. PROPOSAL INSTRUCTIONS**

**A. INTRODUCTION**

The San Bernardino County Transportation Authority (“SBCTA”) is soliciting proposals from qualified firms (“firms” or “proposers”) to assist SBCTA with **environmental services**, (“Project”).

**B. CONTACT INFORMATION**

All inquiries, contacts or questions related to this RFP shall be directed to:

**Jenny Herrera** - Procurement Analyst  
SBCTA  
1170 W. 3rd Street, 2<sup>nd</sup> Floor  
San Bernardino, CA 92410-1715  
(909) 884-8276  
procurement@gosbcta.com

Proposers are cautioned not to discuss this RFP with any official, Board Member or employee of SBCTA, other than the staff identified herein. Neither proposers, nor anyone representing the proposer, are to discuss this RFP with any consultant or contractor engaged by SBCTA for assistance in preparing a response to the RFP. Violation of this prohibition may result in disqualification of the proposer.

**C. PRE-PROPOSAL CONFERENCE**

A Pre-Proposal Conference is scheduled for **11:30 a.m., Thursday, January 20, 2022**, via Zoom. Interested firms are encouraged to attend the Pre-Proposal Conference, but no firm will be disqualified for failure to attend. Proposers that attend are asked to submit their information using this link--<https://sanbag-lfweb.sanbag.ca.gov/Forms/Signin> within 24 hours of the meeting. However, all proposers will be held accountable for any addenda issued related to information and instructions given at the Pre-Proposal Conference.

**D. WRITTEN QUESTIONS/CLARIFICATIONS**

All questions and/or requests for clarifications regarding this RFP, including questions that could not be specifically addressed at the Pre-Proposal Conference, must be put in writing and submitted electronically to the Procurement Analyst at [procurement@gosbcta.com](mailto:procurement@gosbcta.com), and they must be received by SBCTA no later than **4:00 p.m., on Friday, January 21, 2022**. Questions

received after the date and time specified may or may not be responded to, at the sole discretion of SBCTA. All questions/clarifications must be clearly labeled **“Written Questions RFP 22-1002758”**. SBCTA is not responsible for failure to respond to questions that are not appropriately marked. SBCTA’s responses to the questions received by the date and time identified herein will be posted on SBCTA’s website at [www.gosbcta.com](http://www.gosbcta.com); hover over “Doing Business” and select Vendor Portal. Then, on the Vendor Portal page, look under the heading “Bid Opportunities”.

#### **E. ADDENDA**

Any changes to this RFP will be made by written addendum and posted on SBCTA’s website. SBCTA will not be bound to any modifications to or deviations from the requirements set forth in this RFP as a result of any oral discussions and/or instructions. Proposers shall acknowledge receipt of any addenda in their proposal.

#### **F. CONTRACT TYPE**

A Time and Materials contract will be used for the Project. Any work provided by the consultant that is not specifically covered by the contract, will not be reimbursed. Please refer to the form of contract attached to this RFP for more detailed information.

#### **G. INFORMED PROPOSER**

Proposers shall review the Scope of Work (Attachment A) and Contract (Attachment B) for a complete understanding of the terms and conditions of this RFP. Proposers are expected to be fully aware of the conditions, requirements, and Scope of Work before submitting any proposal. Failure to do so will be at the proposer’s own risk. By submitting a proposal, the proposer represents that it is legally qualified and fully capable of performing quality work to achieve SBCTA’s objectives and comply with all requirements identified in this RFP and any and all schedule updates, addenda and other information and instructions posted on SBCTA’s website or provided in the Pre-Proposal Conference as set forth above.

#### **H. INSURANCE REQUIREMENTS (See Insurance Requirements in Sample Contract)**

Proposer shall review the insurance language and insurance limits in the sample contract. Proposer shall be fully prepared to secure the necessary insurance coverage and limits as detailed in the Contract and comply with all insurance requirements or the Proposer must identify areas of conflict with the insurance requirements and provide a list of concerns in its response to the RFP as exceptions. Furthermore, submitting the “Certificate of Compliance with Insurance Requirements” form as part of the proposal certifies the Proposer’s understanding and compliance of the insurance requirements.

#### **I. CONFLICT OF INTEREST**

Any person or firm that has assisted SBCTA in preparing any aspect of this RFP or any cost estimate associated with the Scope of Work related to this RFP is prohibited from submitting a proposal in response to this RFP. Firms that receive assistance from any such person or entity or that will use the services of such person or entity in performing the work will be disqualified. A firm that is prohibited from submitting a proposal in response to this RFP will not be prevented from participating in future projects to the extent that no direct conflict of interest exists at the time. Firms responsible for a project’s design may not participate in construction

management or construction inspection for the project. The determination of a conflict of interest, direct or incidental, shall be made by SBCTA based upon substantial evidence.

**J. PRE-CONTRACTUAL EXPENSES**

SBCTA shall not be liable for any pre-contractual expenses incurred by the firm in preparation or submittal of their proposal. The proposer shall not include any such expenses as part of their price proposal. Prohibited pre-contractual expenses include any and all expenses incurred by the proposer prior to issuance of the Notice To Proceed by SBCTA.

**K. IRAN CONTRACTING ACT OF 2010**

All proposers shall submit written certification, in accordance with Public Contract Code Section 2204(a), that at the time the proposal is submitted, the proposer signing the proposal is not identified on a list created pursuant to subdivision (b) of Public Contract Code Section 2203 as a person (as defined in Public Contract Code Section 2202(e)) engaging in investment activities in Iran described in subdivision (a) of Public Contract Code Section 2202.5, or as a person described in subdivision (b) of Public Contract Code Section 2202.5, as applicable.

Proposers are cautioned that making a false certification may subject the proposer to civil penalties, termination of existing contract, and ineligibility to bid on a contract for a period of three (3) years in accordance with Public Contract Code Section 2205.

**L. PREVAILING WAGES**

The awarded firm shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages, including, but not limited to California Labor Code Section 1770 et. seq. It is required that all mechanics and laborers employed or working on this Project shall be paid not less than the basic hourly rates of pay and fringe benefits as shown in the current wage schedules of the Department of Industrial Relations (DIR), Division of Labor. Firms seeking to perform work on SBCTA's projects must be registered on the DIR website in order to submit a proposal on state and local projects as defined under the Labor Code.

SBCTA will not accept a proposal and not award any contract without verification that the consultant and their subconsultants are currently registered. Consultants and subconsultants on all public works projects will be required to submit electronic certified payroll records (CPRs) to the Labor Commissioner on the DIR website. Firms are still required to submit CPRs directly to SBCTA for review, as well. The prime firm will be required to ensure that their subconsultants subject to prevailing wages are properly registered with the DIR prior to proposal submittal.

**M. MATERIALS FURNISHED BY SBCTA**

All software, data, reports, surveys, drawings, specifications and other documents furnished to the consultant by SBCTA for the consultant's use in the performance of Work shall be made available only for use in performing the assignment and shall remain the sole property of SBCTA. All such materials shall be returned to SBCTA upon completion of Work, termination of the contract, or other such time as SBCTA may determine.

## N. DEBARMENT & SUSPENSION

Unless otherwise permitted by law, any person or firm that is debarred, suspended, or voluntarily excluded may not take part in any federally funded transaction, either as a participant or principal, during the period of debarment, suspension, or voluntary exclusion. Accordingly, SBCTA may not enter into any transaction with such debarred, suspended, or voluntarily excluded persons or firms during such period. A process has been established by 2 CFR Part 180, as supplemented by 2 CFR Part 1200, as a means to ensure that debarred, suspended, or voluntarily excluded persons or firms do not participate in federally assisted projects. A person or firm that is unable to provide a positive certification as required by this RFP must submit a complete explanation attached to the certification. FTA will consider the certification and any accompanying explanation in determining whether or not to provide assistance for the project. Failure to furnish a certification or an explanation may disqualify that person or firm from participating in the project.

## II. PROPOSAL SUBMITTAL

Proposals are due at or before **2:00 p.m., Tuesday, February 1, 2022**. Proposals will be submitted electronically through SBCTA's Vendor Portal PlanetBids. To bid on this Project, vendors must be registered with SBCTA's PlanetBids Vendor Portal website.

A firm must accept the Terms and Conditions in order to proceed. Firms will have a series of tabs and may save their bid at any time as a draft. Firms may edit the bid as often as they need to until the RFP closes.

Please note that where two or more firms, persons or entities wish to submit one proposal in response to this RFP, they should do so on a prime/subconsultant basis rather than as a joint venture. SBCTA will contract with a single firm, person or entity only and not with a joint venture.

### A. PROPOSAL CONTENT

The proposal is limited to a 20 page cap (8 ½" x 11"), in no less than 11-point font. Charts and schedules may be included in 11" x 17" format. Each page must be consecutively numbered. Proposals shall not include any unnecessarily elaborate or promotional material. Lengthy narrative is discouraged, and presentations should be brief and concise. Proposals that do not contain the required information will be deemed non-responsive and will not be considered. The page limit does not include the following:

<b>Documents not included in page count</b>
Table of Contents
Cover Letter
Memorandums from Subconsultants
SBCTA-provided Forms
Outside Cover
Section Dividers
Appendices

If at any time during the RFP process a firm makes any changes to proposed key personnel or subconsultants, the firm must notify SBCTA in writing of those proposed changes as soon as they are known. SBCTA reserves the right to accept or reject such proposed changes or to revise

the evaluation scoring to reflect the proposed staffing changes.

All proposals must include the following information:

**1. Cover Letter**

- Identification of all work to be performed by the prime firm.
- Identification of all proposed subconsultants, including description of the work to be performed by the firm and each subconsultant proposed for the Project, and an estimate of the percentage of work to be performed by each subconsultant.
- Indicate the location of the office from which the work will be performed.
- A memorandum from a principal of each subconsultant indicating the specific portion of the Work the subconsultant will be performing.
- Acknowledgement of all addenda.
- A signed statement by an officer of the prime firm attesting that all information in the proposal is true and correct.
- A signature of an authorized person within the prime firm who can bind the firm to the terms and conditions of the RFP.
- A statement that the proposal is valid for 180 calendar days from the date of submission.
- A list of all prime contracts (if any) awarded to the proposer by SBCTA for the last five (5) years. The list shall include a short description of the project, the award date, completion date, name of assigned Project Manager, and contract value.

**2. Contract Termination Circumstances**

If proposer has ever been terminated from a contract, describe the facts and circumstances in detail.

**3. Technical Information**

The technical portion of the proposal shall include the following information:

**a. Qualifications, Related Experience, and References**

This section of the proposal should establish the ability of the proposed team to satisfactorily perform the required work by reasons of: experience in performing work of the same or similar nature; experience working with multiple stakeholder such as the Southern California Regional Rail Authority, Omnitrans, Union Pacific Railroad, international airports, and potential regulatory entities associated with on-demand autonomous-ready transit systems; demonstrated experience working with agencies and cities directly involved in this Project; staffing capability; work load; record of meeting schedules on similar projects; and supportive client references.

Specifically:

- Provide a brief profile of the firm, including the types of services offered; the year founded; form of the organization (corporation, partnership, sole proprietorship, etc.); number, size and location of offices; number of employees. Include confirmation that the prime and subconsultants are registered with the Department of Industrial Relations.
- Provide a general description of the firm's current financial condition; identify any conditions (e.g., bankruptcy, pending litigation, planned office closures, impending merger) that may impede ability to complete the Project.
- Describe the firm's experience in performing work of a similar nature to that solicited in this RFP, and the participation in such work by the key personnel proposed for assignment to this Project. Highlight the firm's and key personnel's experience with the work or services identified in the Scope of Work.
- Describe experience in working with the various government agencies that may have jurisdiction over the approval of the work specified in this RFP. Please include specialized experience and professional competence in areas directly related to this RFP.
- Provide a list of past joint work by the proposer and each subconsultant, if applicable.
- The list should clearly identify the project and provide a summary of the roles and responsibilities of each party.
- Provide completed reference forms for work of a similar nature to what is in this RFP. (See 8. References for full details). References may also be supplied from other work not cited in this section as related experience.

#### **b. Proposed Staffing and Project Organization**

This section of the proposal should establish the method that will be used to manage the project as well as identify key personnel assigned and their qualifications.

Specifically:

- Provide education, experience with state and federal guidelines and applicable professional credentials of proposed project staff. Identify the person who is a licensed Professional Engineer (PE) in the State of California and include a copy of PE's license.
- Identify key personnel proposed to perform the work in the specified tasks and include major areas of subcontract work. Include the person's name, current location, proposed position for this Project, current assignment, level of commitment to that assignment, availability for this assignment, and how long each person has been with the firm. SBCTA reserves the right to review, approve and/or designate the positions



and functions deemed to be “key” to the project and request information concerning key personnel not listed as such by the proposer. Identify “key” persons’ experience with working on FTA funded projects.

- Furnish brief resumes (not more than two [2] pages each) for the proposed key personnel.
- Include a project organization chart that clearly delineates communication and reporting relationships among the project staff, including subconsultants. Clearly identify which staff member works for each respective firm.
- Include a statement that key personnel will be available to the extent proposed, or designated by SBCTA, for the duration of the Project, acknowledging that no person designated as "key" to the Project shall be removed or replaced without the prior written concurrence of SBCTA.

#### c. Project Approach/Work Plan

This section of the proposal shall provide a narrative that addresses the Scope of Work and shows a clear understanding of the Project needs and requirements.

Specifically:

- Describe the approach and work plan for completing the tasks specified in the Scope of Work. The work plan shall be of such detail to demonstrate the firm’s ability to accomplish the Project objectives and to meet the Project schedule.
- Outline sequentially the activities that would be undertaken in completing the tasks and specify who in the firm would perform the work.
- Furnish a Project schedule for each task and subtask in terms of elapsed weeks from the Project commencement date.
- Identify methods that will be used to ensure quality control as well as budget and schedule control for the project.
- Identify any special issues or problems that are likely to be encountered during this Project and how they will be addressed.

Proposers are encouraged to propose enhancements or procedural or technical innovations to the Scope of Work that do not materially deviate from the objectives or required content of the Project.

#### 4. Forms

Proposers are required to complete and submit the following forms, which are enclosed in this RFP, with their proposals:

- a) Non-Lobbying Certification for Federal-Aid Contracts Instructions For Completion Of SF-LLL, Disclosure Of Lobbying Activities Disclosure Of Lobbying Activities
- b) Certification Regarding Debarment, Suspension, And Other Responsibility Matters - Primary Covered Transactions\*
- c) Certificate of Compliance with Insurance Requirements

- d) Disclosure of Campaign Contributions to Board of Directors
- e) Consultant Questionnaire
- f) Iran Contracting Act of 2010 Certification Form

\*The top ranked firm's subconsultants, with subcontracts in excess of \$25,000, must complete the "Certification Regarding Debarment, Suspension And Other Ineligibility And Voluntary Exclusion – Lower Tier Covered Transactions", within ten (10) working days after the top ranked firm receives the "Notice of Intent To Award" letter issued by SBCTA.

## 5. Cost Proposal

Proposers are asked to submit only the technical information requested in this RFP. **No cost proposal or work hours are to be included in this phase of the RFP process.** Please note that the top ranked firm will be asked to provide at least one of the following with the price proposal: a copy of their prior fiscal year and most recently completed fiscal year cognizant approved Indirect Cost Rate and approved state DOT Cognizant Letter of Approval; a copy of their prior fiscal year and most recently completed fiscal year Indirect Cost Rate Schedules and audited report by an independent CPA; or a copy of the prior and most recently completed fiscal year Independent Cost Rates evaluation or audit report on a prior Caltrans or public agency contract, and any other governmental agency report/review/attestation.

## 6. Scope of Work and/or Contract Exceptions

SBCTA does not anticipate making substantive changes to its contract. Proposers are asked to include in their proposal a written discussion of any and all proposed exceptions to or deviations from SBCTA's Scope of Work or form of contract presented herein as Attachments A and B, respectively. Proposers will be deemed to have accepted any and all terms and conditions not objected to or identified as an exception or deviation in the proposal and there will be no negotiations of any such terms or conditions not presented in the proposal. SBCTA will not negotiate exceptions or deviations not presented in the proposal and may reject any exceptions or deviations that affect terms or conditions that SBCTA considers non-negotiable.

## 7. Appendices

Information considered pertinent to this RFP or to the evaluation of qualifications of the proposer, which has not been specifically solicited in any of the aforementioned sections, may be placed in a separate appendix section. Appendices are not included within the page limit set forth above. Appendices should be relevant and brief.

## 8. References –

Proposing firm and the Project Manager shall each have a total of 3 completed Reference Forms (See Attachment D) submitted directly from current or past clients. It is the responsibility of the Proposer to ensure timely return of any/all Reference Forms to [procurement@gosbcta.com](mailto:procurement@gosbcta.com) in accordance with the proposal due date and time established within this solicitation. Reference Forms will only be accepted if received directly from the client; forms received directly from the Proposer will NOT be evaluated. Reference Forms



must include the name, title, address, telephone number, and e-mail address of the person(s) at the client organization who is most knowledgeable about the work performed.

### **III. ACCEPTANCE OF PROPOSALS**

SBCTA reserves the right to accept or reject any and all proposals, or any item or part thereof, or to waive any informalities or irregularities in a proposal. SBCTA reserves the right to withdraw or cancel this RFP at any time without prior notice and SBCTA makes no representation that any contract will be awarded to any firm responding to this RFP. SBCTA reserves the right to reject all proposals and to re-issue (or not) a new RFP for the same or similar Work. SBCTA reserves the right to postpone proposal openings for its own convenience. Proposers may withdraw their proposals before the proposal submittal date by submitting a written request signed by an authorized representative of the firm and delivered to SBCTA's Procurement Analyst at the address identified herein.

### **IV. SELECTION CRITERIA AND WEIGHTS**

SBCTA's primary objective is to select a qualified firm to perform the Work identified in the Scope of Work as identified herein. In addition, SBCTA has established the following criteria for the selection process:

- A. The selection process shall be fair, open, and competitive.
- B. The selection of the firm will be based on clearly stated objectives, identified in this RFP.
- C. Selection of the firm shall be based upon demonstrated competence, professional qualifications, experience, and capabilities to perform the required Work identified in the Scope of Work.
- D. Upon review of the proposals, a shortlist of firms within the competitive range will be invited to an interview tentatively scheduled for **Tuesday, February 15, 2022** via Zoom. Any contract awarded will be to the most technically qualified firm whose proposal best conforms to the RFP and which in the opinion of SBCTA is most advantageous to SBCTA, and with whom a successful negotiation and agreement on cost and price can be concluded as set forth in Article V., below. The determination of the competitive range is at the sole discretion of SBCTA's Evaluation Committee.
- E. SBCTA reserves the right to reject any and all proposals. SBCTA is under no obligation to award a contract for the subject Work. At the conclusion of the evaluation process, the Evaluation Committee will recommend to the body or officer having authority to award the Contract on behalf of SBCTA ("Awarding Authority") the firm who ranked the highest in overall score and with whom negotiation and agreement on cost and price was successfully concluded. SBCTA reserves the right to request additional information and/or clarification from any or all proposers to this RFP, but is under no obligation to do so.
- F. Proposals will be evaluated based on the criteria and weights identified herein.
  - **Qualifications, Related Experience and References:** Firm's experience, years in business, and past and current client references; technical expertise and professional competence in areas directly related to this RFP, number of years' experience performing

similar work; demonstrated ability to manage and coordinate the Work; deliver quality products and services; deliver projects within budget and on schedule; and experience working with public agencies identified in the RFP. – 40 points.

- **Proposed Staffing and Project Organization:** Technical expertise and professional competence in areas directly related to the work identified in this RFP; level of experience, knowledge of state and federal guidelines and requirements, possession of certifications and licenses required, and level of training of key personnel assigned, including subconsultants, if applicable; strength of experience and stability of proposed personnel; breadth and depth of resources, coordination of Work and quality control; availability of proposed staffing; and concurrence with restrictions on changes in key personnel. – 40 points.
- **Work Plan:** Depth of understanding of SBCTA's needs and requirements; and understanding of the Scope of Work. Proposer's approach and methodology/systems reflecting the ability to provide the requested Work. Demonstrated knowledge of the Work being requested; identification and knowledge of all requirements cited in the Scope of Work; and proposed technical or procedural innovations identified in the proposal. – 20 points.

G. SBCTA shall select the highest ranked firms to participate in the interview process. The number of firms so invited shall be at the discretion of SBCTA, but shall not be less than two. Firms who are invited to the interview will be asked a series of questions which will be scored. The maximum score for the Interview phase will be 100 points. Upon completion of the interview, the Evaluation Committee shall compile their interview scores. The interview will be weighted 60%, and the technical proposal will be weighted 40%.

## **V. NEGOTIATIONS AND AWARD**

The contract, Scope of Work and cost proposal will be negotiated with the top ranked firm. Should negotiations fail with the top ranked firm, SBCTA will discontinue negotiations and commence negotiations with the second ranked firm, and so on until the Scope of Work, level of effort and cost/price have been successfully negotiated and a contract has been agreed to. However, SBCTA may elect at any time to end negotiations and not award the contract.

Firms are advised that any recommendation for contract award is not binding on SBCTA until the Awarding Authority approves the contract and the contract is fully executed.

## **VI. PROTEST INFORMATION**

SBCTA has on file written Protest Procedures (Policy 11007). Firms may download a copy from [www.gosbcta.com](http://www.gosbcta.com): click on "Doing Business," then, under the heading "Important Documents," click on "Contractor Resources.

## **VII. DEBRIEFING**

Firms who submit a proposal in response to the RFP shall be notified in writing when: the firm is not selected to receive further consideration in the RFP process; the firm is selected for the interview process; and after the RFP Evaluation Committee's recommendation to award has been

determined. Firms who are not awarded the contract may obtain a debriefing by contacting SBCTA's Procurement Analyst at [procurement@gosbcta.com](mailto:procurement@gosbcta.com). Firms will have thirty (30) calendar days from the date identified in the written correspondence to request a debriefing.

### **VIII. PUBLIC RECORDS ACT**

Proposals may be subject to public disclosure under the California Public Records Act and other public records laws, and by submitting a proposal, the proposer waives all rights to confidentiality of any information submitted in the proposal and agrees to any and all such disclosures required or permitted by law. Proposals become the property of SBCTA when submitted and by submitting a proposal, the proposer agrees that SBCTA may use any information, documentation or writing contained in the proposal for any SBCTA purpose.

**ATTACHMENT “A”**  
**SCOPE OF WORK**

DRAFT

**ATTACHMENT “B”  
PROPOSED CONTRACT**

**CONTRACT No. 22-1002758****BY AND BETWEEN****SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY****AND****FOR****ENVIRONMENTAL SERVICES CONTRACT- TUNNEL TO ONT**

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 [REDACTED] ("CONSULTANT"), whose address is: [REDACTED]. 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 Department 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 (NTP) issued by SBCTA’s Procurement Analyst and shall continue in effect through **December 31, 2026**, 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 NTP.
- 2.2 SBCTA at its sole discretion may extend the original term of the Contract for two one-year option(s). The maximum term of this Contract, including the Option Term(s), if exercised, will not exceed December 31, 2028.

## **ARTICLE 3. COMPENSATION**

- 3.1 Total compensation to CONSULTANT for full and complete performance of the Scope of Work, identified herein, and in compliance with all the terms and conditions of this Contract, shall be on a Time & Materials basis for all obligations incurred in, or applied 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) shall not exceed the amount set forth in section 3.2 below.
- 3.2 The total Contract Not-To-Exceed Amount is Four Million Four Hundred Thousand Dollars (Amount) Dollars (\$4,400,000). All Work provided under this Contract is to be performed as set forth in Exhibit A “Scope of Work”, and shall be reimbursed pursuant to Exhibit B “Price Form”. The hourly labor rates identified in Exhibit B shall remain fixed for the term of this Contract and include CONSULTANT’s direct labor costs, indirect costs, and profit. All expenses shall be reimbursed for the amounts identified in Exhibit B. Any travel expenses must be pre-approved by SBCTA and shall be reimbursed for per diem expenses at a rate not to exceed the currently authorized rates for state employees under the State Department of Personnel Administration rules. SBCTA will not reimburse CONSULTANT for any expenses



not shown in Exhibit B or agreed to and approved by SBCTA as required under this Contract.

- 3.3 For personnel subject to prevailing wage rates as described in the California Labor Code, all wage increases that are the direct result of changes in the prevailing wage rates, are reimbursable.
- 3.4 The Cost Principles and Procedures set forth in 48 CFR, Ch. 1, subch. E, Part 31, as constituted on the effective date of this Contract, shall be utilized to determine allowability of costs under this Contract and may be modified from time to time by written amendment of the Contract.
  - 3.4.1 CONSULTANT agrees to comply with Federal Department of Transportation procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
  - 3.4.2 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, or 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, shall be repaid by CONSULTANT to SBCTA.
- 3.5 Any Work provided by CONSULTANT not specifically covered by the Scope of Work shall not be compensated without prior written authorization from SBCTA. It shall be CONSULTANT's responsibility to recognize and notify SBCTA in writing when services not covered by the Scope of Work have been requested or are required. All changes and/or modifications to the Scope of Work shall be made in accordance with the "CHANGES" Article in this Contract. Any additional services agreed to in accordance with this Contract shall become part of the Work.
- 3.6 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 an 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.
- 8.6 As applicable, the responsible consultant/engineer shall sign all plans, specifications, estimates (PS&E) and engineering data furnished by him/her, certify as-built drawings, and where appropriate, indicate his/her California registration or license number.
- 8.7 CONSULTANT shall produce construction documents, specifically plans and specifications, which specify compliance with FTA, FRA and Buy America requirements.

## **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 and its staff shall comply with SBCTA's Conflict of Interest Policy No. 10102.

## **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:

<b>Name</b>	<b>Job Classification/Function</b>

## **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.
- 15.6 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.

#### **ARTICLE 16. CONSTRUCTION CLAIMS.**

Intentionally Omitted



## 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 CONSULTANT shall furnish SBCTA with original Certificates of Insurance, including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page(s) of the CGL policy listing all policy endorsements, before work begins. SBCTA reserves the right to require full-certified copies of all Insurance coverages and endorsements. Prior to commencing the Work, at all times during the performance of the Work, and for such additional periods as required herein, CONSULTANT shall, at CONSULTANT's sole expense, procure and maintain insurance coverage with the following minimum requirements, and shall require all subconsultants of every tier performing any portion of the Work to procure and maintain such insurance as specified below:

20.1.1 Professional Liability. The policies must include the following:

- A limit of liability not less than \$3,000,000 per claim
- An annual aggregate limit of not less than \$9,000,000
- 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 five (5) years after Contract completion.

20.1.2 Worker's 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 (ISO form WC 00 03 13, or equivalent) 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 Insurance – A commercial general liability policy written on an occurrence form that shall provide coverage at least as broad as the coverage provided by ISO form CG 00 01. The Indemnified Parties shall be named, by specific endorsement, as additional insureds using ISO form CG 20 10 10 01 and ISO form CG 20 37 10 01, or their respective equivalent forms, to include completed operations coverage.

The commercial general liability policy shall:

- have a limit for any one occurrence or claim of not less than \$10,000,000 per occurrence and a \$10,000,000 annual general aggregate. All policies will cover completed operations aggregate, applicable solely to this Project;
- by endorsement or otherwise, provide a designated aggregate limit solely for the Project using ISO form CG 25 03 05 09 or equivalent form, unless a project-specific insurance policy is purchased.
- have no endorsement or modification of the CGL limiting the scope of coverage for liability assumed under an insured contract;
- have no exclusion for professional services except the latest ISO form CG 22 79 or CG 22 80 or both; and a copy of the declaration page or endorsement page listing all policy endorsements for the CGL policy must be included.
- All sub-consultants 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 sub-consultants' 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 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 The policy must include the following if it is determined by SBCTA's Risk Manager to be in SBCTA's best interests to require such policy:

- \$2,000,000 per claim or occurrence limits/\$4,000,000 in the aggregate
- If the services involve mold identification / remediation, the policy shall not contain a mold exclusion and the definition of "Pollution" shall include microbial matter including mold.
- If the services involve lead-based paint or asbestos identification/remediation, the policy shall not contain lead-based paint or asbestos exclusions.

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 - If policies are written by insurance carriers authorized and admitted to do business in the state of California, then the insurance carriers must have a current A.M. Best rating of A-VIII or better and if policies are written by insurance carriers that are non-admitted but authorized to conduct business in the state of California, then they must meet the current A.M. Best rating of A-X or better, unless otherwise approved in writing by SBCTA's Risk Manager.
- 20.2.2 Additional Insured Coverage - All policies, except those for Workers' Compensation insurance, shall name San Bernardino County Transportation Authority, City of Rancho Cucamonga, City of Ontario, Caltrans, Metropolitan Water District, Kinder Morgan, Union Pacific Railroad, Ontario International Airport Authority and its officers, directors, members, employees, agents and volunteers, as additional insureds (the "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:
- (a) Arising from any defective or substandard condition of the roadway/railway which existed at or prior to the time the CONSULTANT commenced work, unless such condition has been changed by the Work or the scope of the Work requires the CONSULTANT to maintain or modify existing roadway/railway facilities and the claim arises from the CONSULTANT's failure to maintain or modify; or
  - (b) For claims occurring after the Work is completed and accepted unless these claims are directly related to alleged acts or omissions of the CONSULTANT which occurred during the course of the Work; or
  - (c) To the extent prohibited by section 11580.04 of the Insurance Code.
- 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 and Self-Insured Retention. Regardless of the allowance of exclusions or

deductibles by SBCTA, CONSULTANT shall be responsible for any deductible or self-insured retention (SIR) 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. Any deductibles or self-insured retentions must be declared to and approved in writing by SBCTA's Risk Manager. Without SBCTA's Risk Manager's express written approval, no deductibles or SIR will be allowed. At the option of SBCTA, if the deductible or SIR is approved and it is greater than \$10,000 or one (1) percent of the amount of coverage required under this Contract, whichever is less, the CONSULTANT shall guarantee that either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to SBCTA, its directors, officials, officers, employees and agents; or, (2) the CONSULTANT shall procure a bond guaranteeing the amount of the deductible or self-insured retention. SBCTA shall have the right to review any and all financial records that SBCTA, at its sole discretion, deems necessary to approve any deductible or SIR. SBCTA will have the right, but not the obligation, to pay any deductible or SIR 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 to CONSULTANT. The CONSULTANT's policies will neither obligate nor prohibit SBCTA or any other Additional Insured, from paying any portion of any CONSULTANT's deductible or SIR.

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 Non-Limitation of Insurance Requirements - The insurance coverage provided and limits required under this Contract are minimum requirements and are not intended to limit the CONSULTANT's indemnification obligations under the Contract, nor do the indemnity obligations limit the rights of the Indemnified Parties to the coverage afforded by their insured status. To the extent required by Law in connection with Work to be performed, the CONSULTANT shall obtain and maintain, or cause to be obtained and maintained, in addition to the insurance coverage expressly required under this Contract, such other insurance policies for such amounts, for such periods of time and subject to such terms, as required by Law and any other agreements with which the CONSULTANT is required to comply, including any Third-Party Agreements. Liability insurance coverage will not be limited to the specific location designated as the Site, except that if the CONSULTANT arranges project-specific general liability, excess liability, or workers' compensation coverage, limitations of coverage to the Site will be permitted subject to SBCTA approval and use of the

broadest available site-specific endorsements. No liability policy will contain any provision or definition that would serve to eliminate so-called “third-party-over action” claims, including any exclusion for bodily injury to an employee of the insured or of any Subconsultant. The CONSULTANT acknowledges and will at all times comply with the provisions of Labor Code Section 3700, which require every employer in the State to be insured against liability for workers’ compensation, or to undertake self-insurance in accordance with the provisions of that code.

20.2.7 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.

20.2.8 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 [procurement@gosbcta.com](mailto:procurement@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.

20.2.9 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.



- 20.2.10 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.
- 20.2.11 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.
- 20.2.12 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.
- 20.2.13 Project Specific Insurance - All insurance coverage required to be provided by CONSULTANT, with the exception of automobile liability and worker's compensation, shall apply specifically and exclusively for the Project and extend to all aspects of the Work, with coverage limits dedicated solely to the Project. Use of other insurance programs is acceptable, provided that coverage under such programs provides dedicated Project-specific limits and identified premiums and meets all requirements described in Contract.
- 20.2.14 No Representations or Warranties - SBCTA makes no representation or warranty that the coverage, limits of liability, or other terms specified for the insurance policies required under this contract are adequate to protect the CONSULTANT against its undertakings under this Contract or its liability to any third party, nor will they preclude SBCTA from taking any actions as are available to it under this Contract or otherwise at law.
- 20.2.15 Review of Coverage – SBCTA may at any time review the coverage, form, and amount of insurance required under this contract, and may require the CONSULTANT to make changes in such insurance reasonably sufficient in coverage, form, and amount to provide adequate protection against the kind and extent of risk that exists at that time. SBCTA may change the insurance coverages and limits required under this contract by notice to the CONSULTANT, whereupon the CONSULTANT will, within sixty (60) days of such notice date, procure the additional and/or modified insurance coverages. Upon such change any additional cost (at actual cost) from such change will be paid by SBCTA and any reduction in cost will reduce the amounts owed by SBCTA to the CONSULTANT.
- 20.2.16 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 maintain any insurance coverage required, SBCTA may, but is not required to, maintain this coverage and charge the expense to the CONSULTANT or terminate this Contract for cause. The insurance required or provided shall in no way limit or relieve the CONSULTANT of its duties and responsibilities under the Contract, including but not limited to, the obligations 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 the CONSULTANT for liability in excess of such coverage, nor shall it preclude SBCTA from taking other actions as is available to it under any other provision of the contract or law.

20.2.17 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.

20.2.18 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.

## **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, City of Rancho Cucamonga, City of Ontario, Caltrans, Union Pacific Railroad, Ontario International Airport Authority and their 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.

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") arising out of or related to any 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.

## **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>1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor</b>
	<b>San Bernardino, CA 92410-1715</b>
<b>Attn:</b>	<b>Attn: Carrie Schindler</b>
<b>Email:</b>	<b>Email: cschindler@gosbcta.com</b>
<b>Phone:</b>	<b>Phone: (909) 884-8276</b>
<b>2<sup>nd</sup> Contact:</b>	<b>Copy: Procurement</b>
<b>Email:</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. CONSULTANT agrees to inform itself and make its employees, agents, and subconsultants aware of the requirements of SBCTA's privacy and confidentiality policies and to abide by the same.

CONSULTANT further agrees to require all employees, agents, and subconsultants assigned to any SBCTA project or task to sign a SBCTA Confidentiality Agreement as directed by SBCTA personnel.

#### **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 personal 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 or 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 who 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. ENTIRE DOCUMENT**

- 61.1 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.
- 61.2 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.
- 61.3 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 ARE ON THE FOLLOWING PAGE-----

**IN WITNESS WHEREOF**, the Parties hereto have executed this Contract on the day and year written below.

**CONSULTANT****SBCTA**

By: \_\_\_\_\_  
 Name  
 Title

By: \_\_\_\_\_  
 Curt Hagman  
 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” – ADDED TO FINAL CONTRACT**

**EXHIBIT “B”**  
**APPROVED COST PROPOSAL” – ADDED TO FINAL CONTRACT**

**ATTACHMENT “C”****RFP FORMS**

## NON-LOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

I, \_\_\_\_\_ (Firm Name) as the proposer certifies, by signing and submitting this proposal, to the best of my knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds, other than Federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal 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, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in conformance with its instructions.

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 Section 1352, Title 31, U.S. Code. 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.

The prospective participant also agrees by submitting its proposal that it shall require that the language of this certification be included in all lower tier subcontracts which exceed \$100,000, and that all such sub-recipients shall certify and disclose accordingly.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20**15**

By: \_\_\_\_\_  
Signature of Proposer's authorized official

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action or a material change to previous filing pursuant to Title 31 U.S.C. Section 1352. The filing of a form is required for such payment or agreement to make payment to any lobbying entity for 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 a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action in item 1. If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract, grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., RFP-DE-90-001.
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action. (b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or

- will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box (es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
  13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
  14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal official(s). Identify the Federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
  15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
  16. The certifying official shall sign and date the form print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503



## DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See reverse for public burden disclosure.)

<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<b>3. Report Type:</b> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material changes  For Material Change Only: year _____ quarter _____ date of last report _____
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known:  Congressional District, if known: _____		<b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b>  Congressional District, if known: _____
<b>6. Federal Department/Agency:</b>		<b>7. Federal Program Name/Description:</b>  CFDA number, if applicable: _____
<b>8. Federal Action Number, if known:</b>		<b>9. Award Amount, if known:</b> \$ _____
<b>10. a. Name and Address of Lobbying Entity</b> (if individual, last name, first name, MI)  (attach Continuation Sheet(s) SF - LLL - A if necessary)		<b>b. Individuals Performing Services</b> (including address if different from No 10a) (last name, first name, MI):  (attach Continuation Sheet(s) SF - LLL - A if necessary)
<b>11. Amount of Payment (check all that apply):</b> \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned		<b>13. Type of Payment (check all that apply):</b> <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee  <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other specify: _____
<b>12. Forum of Payment (check all that apply):</b> <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify nature: _____ value: _____		
<b>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s) or Member(s) contracted for Payment indicated in Item, 11:</b>  (attach Continuation Sheet(s) SF-LLL-A if necessary)		
<b>16. Information requested through this form is authorized by Code 31 U.S.C. Section 1352.</b> This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.		Signature: _____ Print name: _____ Title: _____ Telephone No: _____ Date: _____

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**DISCLOSURE OF LOBBYING ACTIVITIES** (Continuation Sheet)

Reporting Entity: \_\_\_\_\_

Page \_\_\_\_\_ of \_\_\_\_\_

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## INSTRUCTIONS FOR CERTIFICATION REGARDING DEBARMENT, SUSPENSION TITLE 2 CODE OF FEDERAL REGULATIONS PART 180

Each proposer shall complete the “Certification of Debarment, Suspension and other Responsibility Matters” included in this RFP for itself and its principals, and submit the certification with its proposal. Failure to submit the certification may result in the rejection of the proposal.

If a proposer plans to use subconsultants on this project, the proposer shall have all subconsultants with contracts in excess of \$25,000 complete the certification entitled “Certification Regarding Debarment For Lower Tier Covered Transactions” and submit that certification within ten (10) working days after Notice of Intent To Award.

By signing and submitting a proposal, the prospective primary participant is providing the certification set out below. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the SBCTA’s determination whether to enter into this transaction. However, **failure of the Proposer to furnish a certification or an explanation shall disqualify such person from participation in this transaction.**

The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact SBCTA for assistance in obtaining a copy of those regulations.

The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 2 CFR parts 180 and 1200 or 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered

transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 2 CFR part 180, subpart H or 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Except for transactions authorized under these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 2 CFR part 180, subpart H or 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

## INSTRUCTIONS FOR CERTIFICATION REGARDING DEBARMENT, SUSPENSION – LOWER TIER COVERED TRANSACTIONS

Applicable to all subcontracts, purchase orders and other lower tier transactions of \$25,000 or more -2 CFR 180.220(b) and 2 CFR 1200.220).

By signing and submitting this proposal, the prospective lower tier (subconsultant) is providing the certification set out below.

The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

The prospective lower tier participant shall provide immediate written notice to SBCTA if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

The terms "covered transaction", "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal or bid," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

The prospective lower tier participant agrees by submitting a proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Except for transactions authorized under these instructions, if a participant in a covered

transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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## CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS

The \_\_\_\_\_

Firm Name/Principal

Certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local), with commission of any of the offenses enumerated in paragraph 2 herein; and
4. Have not within a three-year period preceding this proposal had one or more public transaction (federal, state or local) terminated for cause or default.

If unable to certify to any of these statements in this certification, the primary participant (proposer) shall attach an explanation to this certification.

### THE PRIMARY PARTICIPANT

\_\_\_\_\_  
Firm Name/Principal

**Certifies or affirms the truthfulness and accuracy of the content of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Sections 3801 et seq., are applicable.**

**Signature and Title of Authorized  
Official:**

\_\_\_\_\_

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER  
INELIGIBILITY AND VOLUNTARY EXCLUSION –  
LOWER TIER COVERED TRANSACTIONS**

The \_\_\_\_\_  
Firm Name/Principal

Certifies by submission of this proposal that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency.

If unable to certify to any of the statements in this certification, such participant(s) shall attach an explanation to this Proposal.

<b>THE LOWER TIER PARTICIPANT</b>	
	<b>Firm Name/Principal</b>

Certifies or affirms the truthfulness and accuracy of the content of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Sections 3801 et seq. are applicable.

**Signature and Title of Authorized Official:** \_\_\_\_\_



## CERTIFICATE OF COMPLIANCE WITH INSURANCE REQUIREMENTS

(FORM MUST BE COMPLETED IN ITS ENTIRETY AND BE INCLUDED WITH PROPOSAL OR BID SUBMITTAL)

### INSURANCE REQUIREMENTS: (check appropriate boxes below)

- ☐ Contractor/Consultant has provided a copy of the insurance requirements contained in the San Bernardino County Transportation Authority (SBCTA) Contract to their agent or broker to confirm the ability to meet requirements.

AND

- ☐ Contractor/Consultant certifies that the company or individual is fully prepared to secure the necessary insurance coverage and limits as detailed in the SBCTA Contract and comply with all insurance requirements.

OR

- ☐ Consultant has identified areas of conflict with the insurance requirements and has provided a list of concerns in its response to the RFP and has referenced each section and page number identified in the SBCTA Contract. (Not a confirmation SBCTA will agree to waive or exclude any insurance requirements)

#### Company Information:

\_\_\_\_\_  
Company/Individuals Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

\_\_\_\_\_  
Principal Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Principal Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Email Address

#### Broker Information:

\_\_\_\_\_  
Broker Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Email Address

**SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY  
DISCLOSURE OF CAMPAIGN CONTRIBUTIONS TO BOARD OF DIRECTORS**

Government Code Section 84308, 2 California Code of Regulations 18438.1, et seq.

No Member of the Board of Directors or alternates of the San Bernardino County Transportation Authority shall receive or solicit a campaign contribution of more than \$250 from Bidder or Bidder's agent during the time of: 1) Bid solicitation; 2) Consideration of Bids received; and 3) Awarding of a contract or execution of a purchase and sale agreement based on a Bid (collectively referred to as the "Proceeding"), and for 3 months following the conclusion of the Proceeding. This prohibition does not apply to the awarding of contracts that are competitively bid. In addition, Directors and alternates cannot participate in any such matters if they have received more than \$250 in campaign contributions within the last year from anyone financially interested in the Proceeding, such as Bidder and/or Bidder's agent.

Pursuant to these requirements, Bidder shall disclose any campaign contribution in an amount of more than \$250 made by Bidder, and/or Bidder's agent, to any Director within 12 months from the date of these Bid Documents/Request for Proposals (as applicable). For the purpose of this disclosure obligation, contributions made by Bidder within the preceding 12 months shall be aggregated with those made by Bidder's agent within the preceding 12 months or the period of the agency relationship between the Bidder and Bidder's agent, whichever is shorter. In addition, Bidder and/or Bidder's agent shall not make a contribution of more than \$250 to a Director or alternate during the Proceeding and for 3 months following the conclusion of the Proceeding.

The disclosure by Bidder, as set forth, herein, shall be incorporated into the written record of the Proceeding and shall be made available to the public for inspection and copying.

1. Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to any SBCTA Director or alternate in the 12 months preceding the date of issuance of this Request for Bids/Requests for Proposals?

\_\_\_\_\_ YES \_\_\_\_\_ NO

Board Member Name: \_\_\_\_\_ Date: \_\_\_\_\_

2. Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contributions of more than \$250 to any Board member or alternate?

\_\_\_\_\_ YES \_\_\_\_\_ NO

Board Member Name: \_\_\_\_\_ Date: \_\_\_\_\_

Answering yes to either of the two questions above does not preclude SBCTA from awarding a bid to your firm. It does, however, preclude the identified Board member or alternate from participating in the Bid/contract award process for this Bid/contract.

A current list of the Board of Directors and alternates of the San Bernardino County Transportation Authority is attached as Attachment A.

**BIDDER INFORMATION:**


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**Company Name**


---

**Address**


---

**City**


---

**State**


---

**Zip Code**


---

**Bidder Name**


---

**Title**


---

**Bidder Signature**


---

**Date**


---

**Phone**


---

**Email Address**

SBCTA BOARD OF DIRECTORS AND ALTERNATES

Agency	Board Representative	Alternate
City of Adelanto	Daniel Ramos	Gabriel Reyes
City of Barstow	Paul Anthony Courtney	Barbara Rose
City of Big Bear Lake	Rick Herrick	Randall Putz
City of Chino	Eunice Ulloa	Karen Comstock
City of Chino Hills	Ray Marquez	Cynthia Moran
City of Colton	Frank Navarro	Isaac Suchil
City of Fontana	Acquanetta Warren	John Roberts
City of Grand Terrace	Darcy McNaboe	Sylvia Robles
City of Hesperia	Cameron Gregg	Larry Bird
City of Highland	Larry McCallon	Penny Lilburn
City of Loma Linda	Rhodes “Dusty” Rigsby	Bhavin Jindal
City of Montclair	John Dutrey	Tenice Johnson
City of Needles	Edward Paget	Jeff Williams
City of Ontario	Alan Wapner	Debra Dorst-Porada
City of Rancho Cucamonga	L. Dennis Michael	Lynne Kennedy
City of Redlands	Paul Barich	Denise Davis
City of Rialto	Deborah Robertson	Andy Carrizales
City of San Bernardino	John Valdivia	Damon Alexander
City of Twentynine Palms	Joel Klink	Dan Mintz, Sr.
City of Upland	Carlos Garcia	Janice Elliott
City of Victorville	Debra Jones	Leslie Irving
City of Yucaipa	David Avila	Bobby Duncan
County of San Bernardino 1 <sup>st</sup> District	Paul Cook	N/A
County of San Bernardino 2 <sup>nd</sup> District	Janice Rutherford	N/A
County of San Bernardino 3 <sup>rd</sup> District	Dawn Rowe	N/A
County of San Bernardino 4 <sup>th</sup> District	Curt Hagman	N/A
County of San Bernardino 5 <sup>th</sup> District	Joe Baca	N/A
Town of Apple Valley	Art Bishop	Larry Cusack
Town of Yucca Valley	Rick Denison	Merl Abel

**CONSULTANT QUESTIONNAIRE****CONSULTANT NAME:** \_\_\_\_\_**1. BUSINESS ORGANIZATION**

1.1 How many years have you been in business? \_\_\_\_\_

1.2 How many years have you been in business under your current name? \_\_\_\_\_

1.2.1 Under what other names have you conducted business? \_\_\_\_\_  
\_\_\_\_\_1.3 Name(s) and title(s) of person(s) authorized to execute this contract on behalf of your business. Attach appropriate documentation demonstrating signature authority (e.g. Corporate Resolution, Board Minutes, Operating Agreement, Articles of Organization, etc.).  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_1.4 If your business is a corporation, answer the following:

1.4.1 Date of incorporation: \_\_\_\_\_

1.4.2 State of incorporation: \_\_\_\_\_

1.4.3 California Secretary of State Entity ID Number: \_\_\_\_\_

1.4.4 Names and titles of corporate officers: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_1.5 If your business is a limited liability company, answer the following:

1.5.1 Date of formation: \_\_\_\_\_

1.5.2 State of formation: \_\_\_\_\_

1.5.3 California Secretary of State Entity ID Number: \_\_\_\_\_

1.5.4 Is LLC managed by managers or members? \_\_\_\_\_

1.5.5 Manager(s)/Member(s) name(s): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_1.6 If your business is a partnership, answer the following:

1.6.1 Date of organization: \_\_\_\_\_

1.6.2 Type of partnership: \_\_\_\_\_

1.6.3 California Secretary of State Entity ID Number: \_\_\_\_\_

1.6.4 Name(s) of general partner(s): \_\_\_\_\_

\_\_\_\_\_

1.7 If your business is individually owned, answer the following:

1.7.1 Date of organization: \_\_\_\_\_

1.7.2 Name of owner: \_\_\_\_\_

1.8 If the form of your business is other than those listed above, describe it and name the principals:

\_\_\_\_\_

1.9 Number of owned autos: \_\_\_\_\_

1.10 Number of employees: \_\_\_\_\_

## 2. LICENSING

2.1 List jurisdictions and trade categories in which your business is legally qualified to do business and indicate registration or license numbers, if applicable.

\_\_\_\_\_

2.2 List any other certifications held by your business, and the name under which they are held.

\_\_\_\_\_

## 3. EXPERIENCE

3.1 List the categories of work that your business normally performs with its own forces.

\_\_\_\_\_

3.2 List all contracts your business has completed in the past five years, giving the name of project, owner, owner's phone number, account manager, Contract amount, date of completion and percentage of the cost of the work performed with your own forces.

\_\_\_\_\_

3.3 State average annual amount of \_\_\_\_\_ services performed during the past five years:

Year _____	\$ _____
Year _____	\$ _____
Year _____	\$ _____
Year _____	\$ _____
Year _____	\$ _____

3.4 List the contracts and/or projects your business has in progress, giving the name of the project, owner/contact, contract amount and scheduled completion.

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3.5 Has your business, under its current name or any previous names, ever failed to complete any work/contract awarded to it? If Yes, please explain. (Attach additional pages if necessary.)

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#### 4. CLAIMS AND LAWSUITS

4.1 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your business or any its officers? If Yes, please describe. (Attach additional pages if necessary.)

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4.2 Has your business filed any law suits or requested arbitration with regard to any of its contracts within the last five (5) years? If Yes, please explain. (Attach additional pages if necessary.)

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4.3 During the past five years, have any complaints or claims been filed with the Department of Fair Employment and Housing (DFEH) and/or the Department of Industrial Relations (DIR) against your business? If Yes, please describe. (Attach additional pages if necessary.)

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## **IRAN CONTRACTING ACT OF 2010 CERTIFICATION FORM**

In accordance with Public Contract Code Section 2203, a person (as defined in Public Contract Code Section 2202(e)) is ineligible to, and shall not, bid on, submit a proposal for, or enter into or renew, a contract with a public entity for goods or services of one million dollars (\$1,000,000) or more if, at the time of bid or proposal for a new contract or renewal of an existing contract that person:

- a. is identified on a list created pursuant to subsection (b) as a person engaging in investment activities in Iran as described in subsection (a) of Section 2202.5; or
- b. engages in investment activities in Iran as described in subdivision (b) of Section 2202.5.

**BY SUBMITTING THIS PROPOSAL OR BID AND SIGNING BELOW, THE PROPOSER/BIDDER IDENTIFIED BELOW CERTIFIES AS FOLLOWS (REQUIRED: SELECT ONE OF THE FOLLOWING):**

- ☐ In accordance with Public Contract Code Section 2204(a), Proposer/Bidder, at the time the proposal or bid is submitted, is not identified on a list created pursuant to subdivision (b) of Public Contract Code Section 2203 as a person (as defined in Public Contract Code Section 2202(e)) engaging in investment activities in Iran described in subdivision (a) of Public Contract Code Section 2202.5, or as a person that engages in investment activities in Iran as described in subdivision (b) of Public Contract Code Section 2202.5.
- ☐ In accordance with Public Contract Code Section 2204(b), Proposer/Bidder is authorized to submit this bid or proposal pursuant to one of the following (REQUIRED: SELECT ONE OF THE FOLLOWING):
  - ☐ FOR USE ONLY BY PROPOSERS/BIDERS GRANTED SPECIFIC PERMISSION BY SBCTA TO SUBMIT A PROPOSAL OR BID: Proposer/Bidder is authorized to submit this proposal or bid pursuant to Section 2203(c) and further certifies all of the following to be true: (1) the investment activities in Iran were made before July 1, 2010; (2) the investment activities in Iran have not been expanded or renewed after July 1, 2010; (3) the appropriate awarding body for SBCTA has determined it to be in the best interest of SBCTA to contract with proposer or bidder; and (4) Proposer/Bidder has adopted, publicized, and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran;
  - ☐ FINANCIAL INSTITUTIONS ONLY: Proposer/Bidder certifies it is authorized to submit this proposal or bid pursuant to Section 2203(d) and further certifies it is a financial institution that extends twenty million (\$20,000,000) or more in credit to another person for 45 days or more and the person using the credit to provide goods or services in the energy section of Iran is a person permitted to submit a bid or proposal pursuant to Section 2203(c).



Proposer/Bidder acknowledges and understands that making a false certification may subject to civil penalties, termination of existing contract, and ineligibility to bid or propose on a contract for a period of three (3) years in accordance with Public Contract Code Section 2205.

**PROPOSER OR BIDDER INFORMATION:**

<b>Company Name</b>		
<b>Address</b>		
<b>City</b>	<b>State</b>	<b>Zip Code</b>
<b>Authorized Representative: Name</b>		<b>Title</b>
<b>Authorized Representative: Signature</b>		<b>Date</b>
<b>Phone</b>	<b>Email Address</b>	

**INSTRUCTIONS- EXHIBIT 12-B BIDDER'S LIST OF SUBCONTRACTORS  
(DBE AND NON-DBE) PART I AND PART II)**

**ALL PROPOSERS:**

The U.S. Department of Transportation (DOT) requires SBCTA to maintain a “Bidders List” containing information about all firms (DBE and non-DBE) that bid, proposal or quote on SBCTA’s DOT-assisted contracts, in accordance with 49 CFR Part 26.11, for use in SBCTA’s overall annual DBE goal-setting process. Therefore, the Proposer shall provide the requested information for every firm who submitted a quote, bid, or proposal, including the primary Proposer whether successful or unsuccessful in their attempt to obtain a contract:

- a. Firm name;
- b. Firm address;
- c. Phone number
- d. A description of the work that each DBE will perform;
- e. Range of annual gross receipts for the last year;

**PART I** - Identifies all subcontractors (DBE and Non-DBE) that provided a quote, bid, or proposal.

**PART II** - Identifies all subcontractors (DBE and Non-DBE) that provided a quote, bid, or proposal but were not selected to participate as a subcontractor on the project.

It is the Proposers responsibility to verify that the DBE(s) are certified with the CUCP.

## EXHIBIT 12-B BIDDER'S LIST OF SUBCONTRACTORS (DBE AND NON-DBE)

## PART I

The bidder shall list all subcontractors (both DBE and non-DBE) in accordance with Section 2-1.054 of the Standard Specifications and per Title 49, Section 26.11 of the Code of Federal Regulations. This listing is required in addition to listing DBE Subcontractors elsewhere in the proposal. Photocopy this form for additional firms.

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	Local Agency Use Only (Certified DBE?)
Name	Phone	<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million		<input type="checkbox"/> YES <input type="checkbox"/> NO If YES list DBE #:
Address	Fax			Age of Firm (Yrs.)
City State ZIP				
Name	Phone	<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million		<input type="checkbox"/> YES <input type="checkbox"/> NO If YES list DBE #:
Address	Fax			Age of Firm (Yrs.)
City State ZIP				
Name	Phone	<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million		<input type="checkbox"/> YES <input type="checkbox"/> NO If YES list DBE #:
Address	Fax			Age of Firm (Yrs.)
City State ZIP				
Name	Phone	<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million		<input type="checkbox"/> YES <input type="checkbox"/> NO If YES list DBE #:
Address	Fax			Age of Firm (Yrs.)
City State ZIP				

## EXHIBIT 12-B BIDDER'S LIST OF SUBCONTRACTORS (DBE AND NON-DBE)

## PART II

The bidder shall list all subcontractors who provided a quote or bid but were not selected to participate as a subcontractor on this project. This is required for compliance with Title 49, Section 26 of the Code of Federal Regulations. Photocopy this form for additional firms.

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	Local Agency Use Only (Certified DBE?)
Name	Phone	<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million		<input type="checkbox"/> YES <input type="checkbox"/> NO
Address		<input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million		If YES list DBE #:
City State ZIP	Fax	<input type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million		Age of Firm (Yrs.)
Name	Phone	<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million		<input type="checkbox"/> YES <input type="checkbox"/> NO
Address		<input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million		If YES list DBE #:
City State ZIP	Fax	<input type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million		Age of Firm (Yrs.)
Name	Phone	<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million		<input type="checkbox"/> YES <input type="checkbox"/> NO
Address		<input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million		If YES list DBE #:
City State ZIP	Fax	<input type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million		Age of Firm (Yrs.)
Name	Phone	<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million		<input type="checkbox"/> YES <input type="checkbox"/> NO
Address		<input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million		If YES list DBE #:
City State ZIP	Fax	<input type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million		Age of Firm (Yrs.)
Name	Phone	<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million		<input type="checkbox"/> YES <input type="checkbox"/> NO
Address		<input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million		If YES list DBE #:
City State ZIP	Fax	<input type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million		Age of Firm (Yrs.)

**ATTACHMENT D  
REFERENCE FORM**

<ON COMPANY LETTERHEAD>

REFERENCE FORM  
(Sample Cover Letter)

Date:

Name of Reference and Title  
Address, City, State, Zip Code  
Telephone No., Email Address

SUBJECT: Request for Proposal RFP<Number>

Dear \_\_\_\_\_,

San Bernardino County Transportation Authority (SBCTA) has released Request for Proposal (RFP) XX-100XXXX for <RFP Title> to perform (Project Title).

Our firm is currently responding to the RFP, and SBCTA has requested that Proposers provide references from customers and clients who have received similar work or services from me or our firm.

Your firm has been identified as a reference and you are respectfully requested to complete and sign the attached questionnaire and submit it to SBCTA directly at [procurement@gosbcta.com](mailto:procurement@gosbcta.com). Please note, SBCTA will not accept or give consideration to questionnaires submitted by proposers.

The questionnaire is due **no later than** (proposer select the due date); however, if you can possibly submit the questionnaire sooner, it would be greatly appreciated.

The information in the questionnaire is very important and helpful in assisting our firm with SBCTA's selection process. We sincerely appreciate your cooperation in this matter.

Sincerely,

\_\_\_\_\_  
Reference Name  
Title



**RFP No. 22-1002758**  
**CONSULTANT REFERENCE CHECK**

**PROPOSING FIRM NAME** \_\_\_\_\_

**TO BE COMPLETED BY REFERENCE AGENCY/FIRM:**

<b>Project Owner/Agency Name</b>				
<b>Address</b>				
<b>City</b>	<b>State</b>	<b>Zip Code</b>		
<b>Contact Name</b>		<b>Contact Title</b>		
<b>Phone</b>		<b>Email Address</b>		
<b>Name of Project:</b>				
Reference for: <input type="checkbox"/> Firm <input type="checkbox"/> Key Personnel's Name _____				
What role did the firm/key person serve on the project?				
What services did the firm/key person provide for the project?				
<b>Ratings:</b>	<b>3 - Excellent</b>	<b>2 - Good</b>	<b>1 - Satisfactory</b>	<b>0 - Poor</b>

(N/A IF NOT APPLICABLE - PROVIDE AN EXPLANATION IN THE COMMENTS SECTION)

Question	Rating Definition		Rating
1. How do you rate the firm's/key personnel's overall performance and technical competence in providing similar work?  <b>If the rating is Poor, please provide an explanation here:</b>	<b>Excellent (3)</b>	Took initiative, consistently demonstrated knowledge of the management consulting services on the "Project", consistently anticipated and solved issues.	
	<b>Good (2)</b>	Demonstrated knowledge of Project, solved unexpected issues promptly, few mistakes.	
	<b>Satisfactory (1)</b>	Demonstrated knowledge of the Project, occasional unanticipated issues arose, some mistakes.	
	<b>Poor (0)</b>	Knowledge of the Project was lacking, issues remained unresolved, frequent mistakes.	

Question	Rating Definition		Rating
2. What was the quality of the advice provided by the firm/key person?  <b>If the rating is Poor, please provide an explanation:</b>	<b>Excellent (3)</b>	Consistently provided thorough and practical advice, anticipated issues we did not point out.	
	<b>Good (2)</b>	Rarely had to redirect the firm/key person and advice provided was valuable and responsive.	
	<b>Satisfactory (1)</b>	Usually provided helpful information and advice.	
	<b>Poor (0)</b>	Repeatedly had to be redirected and prompted to provide an adequate response.	
3. How was the firm's/key person's independence projected and communicated with the Agency?  <b>If the rating is Poor, please provide an explanation:</b>	<b>Excellent (3)</b>	Discussed methodology/proposed changes of Agency and provided adequate research results to support their position and stood firm on their decision. Always answered/returned calls and correspondence or provided updates promptly.	
	<b>Good (2)</b>	Discussed methodology/proposed changes of Agency and provided adequate research results to support their position, but did not always stand firm on their decision. Answered/returned calls and correspondence or provided updates promptly and most of the time.	
	<b>Satisfactory (1)</b>	Discussed methodology/proposed changes of Agency, but did not provide adequate research results to support their position and did not always stand firm on their decision. Answered/returned calls and correspondence or provided updates, but not always promptly.	
	<b>Poor (0)</b>	Discussed methodology/proposed changes of Agency but did not research or provide support even if they did not agree with changes/methodology; did not stand firm on their decision/frequently sided with Agency. Did not answer/return calls or correspondence or provide updates.	
4. How do you rate the firm's/individual's knowledge with proposed work?  <b>If the rating is Poor, please provide an explanation:</b>	<b>Excellent (3)</b>	Exceeded most expectations (knowledge of project requirements always apparent.).	
	<b>Good (2)</b>	Exceeded some expectations (knowledge of project requirements frequently apparent.).	
	<b>Satisfactory (1)</b>	Met expectations (knowledge of project requirement at times, but further research required).	
	<b>Poor (0)</b>	Failed to meet expectations (knowledge of project requirements lacking).	



Question	Rating Definition		Rating
5. How do you rate the firm's/key person's experience?  <b>If the rating is Poor, please provide an explanation:</b>	<b>Excellent (3)</b>	Exceeded most expectations (always negotiated, resolved and processed change orders in a timely manner).	
	<b>Good (2)</b>	Exceeded some expectations (always negotiated, resolved and processed change orders and most of the time).	
	<b>Satisfactory (1)</b>	Met expectations (negotiated, resolved and processed change orders, but not always promptly).	
	<b>Poor (0)</b>	Failed to meet expectations (negotiated, resolved and processed change orders, but consistently late).	
6. Were the required Services completed on time and to your satisfaction?  <b>If the rating is Poor, please provide an explanation:</b>	<b>Excellent (3)</b>	Always on time or ahead of schedule.	
	<b>Good (2)</b>	On time.	
	<b>Satisfactory (1)</b>	Occasionally late.	
	<b>Poor (0)</b>	Consistently late.	
7. Did the firm/key person's stay within budget?  <b>If the rating is Poor, please provide an explanation:</b>	<b>Excellent (3)</b>	Always within budget.	
	<b>Good (2)</b>	Most often within budget.	
	<b>Satisfactory (1)</b>	Somewhat within budget.	
	<b>Poor (0)</b>	Consistently over budget.	
8. How do you rate the firm's/ key person's task management and scheduling abilities?  <b>If the rating is Poor, please provide an explanation:</b>	<b>Excellent (3)</b>	Exceeded most expectations.	
	<b>Good (2)</b>	Exceeded some expectations.	
	<b>Satisfactory (1)</b>	Met expectations.	
	<b>Poor (0)</b>	Failed to meet expectations.	

Additional Comments (Use additional sheets as necessary):

Additional Comments (Use additional sheets as necessary):

Print Contact Name

Title

Contact Signature

Date

Please Submit to:  
 San Bernardino County Transportation Authority  
 1170 W. 3rd Street, 2nd Fl., San Bernardino, CA 92410  
 Phone: (909) 884-8276 - Email: [procurement@gosbcta.com](mailto:procurement@gosbcta.com)

## ATTACHMENT A – “SCOPE OF WORK”

## **Scope of Work**

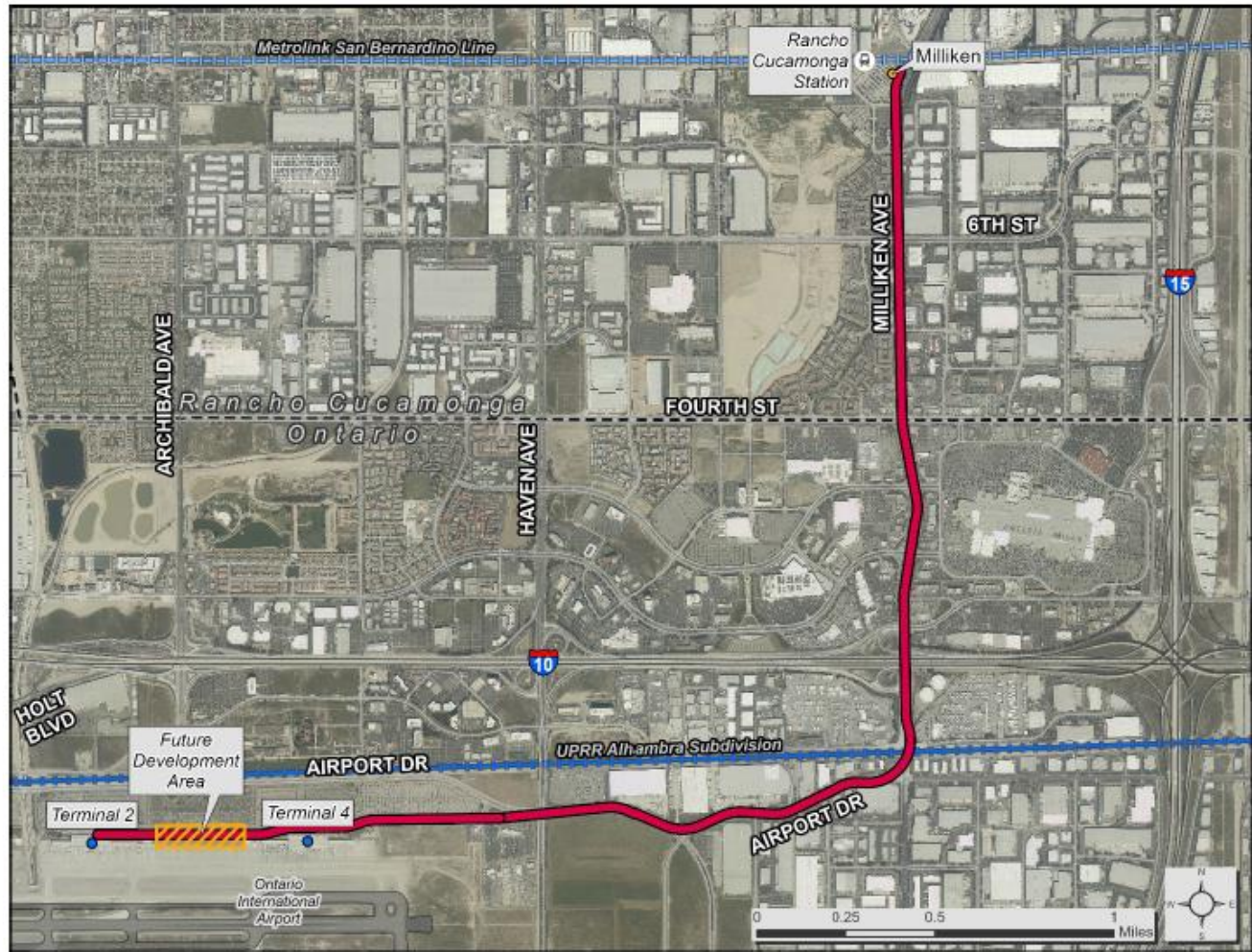
### **1.0 INTRODUCTION**

#### **1.1 Overview**

San Bernardino County Transportation Authority (SBCTA), in cooperation with the Federal Transit Administration (FTA), proposes to construct a 4.2-mile-long tunnel directly connecting the Cucamonga Metrolink Station to the Ontario International Airport (ONT) as shown in Figure 1. SBCTA is seeking a consultant to perform services to obtain all necessary environmental clearances and regulatory permits for the Tunnel to Ontario International Airport Project (Project). SBCTA is the California Environmental Quality Act (CEQA) lead agency for the proposed Project. FTA is the lead agency under the National Environmental Policy Act (NEPA), with cooperation from the Federal Aviation Administration (FAA). Partner agencies include the Ontario International Airport Authority (OIAA) and the cities of Ontario and Rancho Cucamonga. It is anticipated that one Build and No Build Alternative will be evaluated in the environmental studies. SBCTA is considering including an expanded alignment beyond the Cucamonga Metrolink Station to ONT alignment that would be part of the Build Alternative. This expanded alignment from the Cucamonga Metrolink Station to Rancho Cucamonga City Hall would traverse within the City of Rancho Cucamonga for approximately 1.4 miles and include two design options. In addition to the Cucamonga Metrolink Station to ONT alignment, the selected Consultant must provide a separate cost estimate for the environmental work associated with the expanded alignment between the Cucamonga Metrolink Station to Rancho Cucamonga City Hall as an optional task after the selection of the highest ranked firm.

SBCTA is seeking a Consultant to provide environmental and support services for Project to satisfy CEQA and NEPA requirements and prepare a draft and final CEQA and NEPA environmental document or documents and associated supporting environmental technical studies required by FTA, OIAA, or SBCTA. The Consultant will support SBCTA in the environmental phase of the Project and prepare the appropriate level CEQA and NEPA environmental document to adequately analyze environmental impacts of the Project in accordance with SBCTA and FTA requirements. The draft environmental document shall be prepared for circulation to the public to satisfy state and federal requirements. Comments on the environmental document(s) will be collected and responses will be developed by the Consultant and incorporated into the final environmental document per CEQA, NEPA and FTA guidelines and requirements. The Consultant will be responsible for the preparation of the final environmental document(s), assist SBCTA and FTA with the identification of the preferred alternative, assist FTA with submitting the USFWS Biological Assessment for consultation for a Biological Opinion, finalize State Historic Preservation Officer (SHPO) consultation, and any other Federal or State agency consultation needed to complete the final environmental document. The Consultant will be responsible for supporting SBCTA and FTA in obtaining all necessary environmental clearances, permits and approvals.

Consultant coordination will be accomplished through SBCTA's Project Manager or designee.

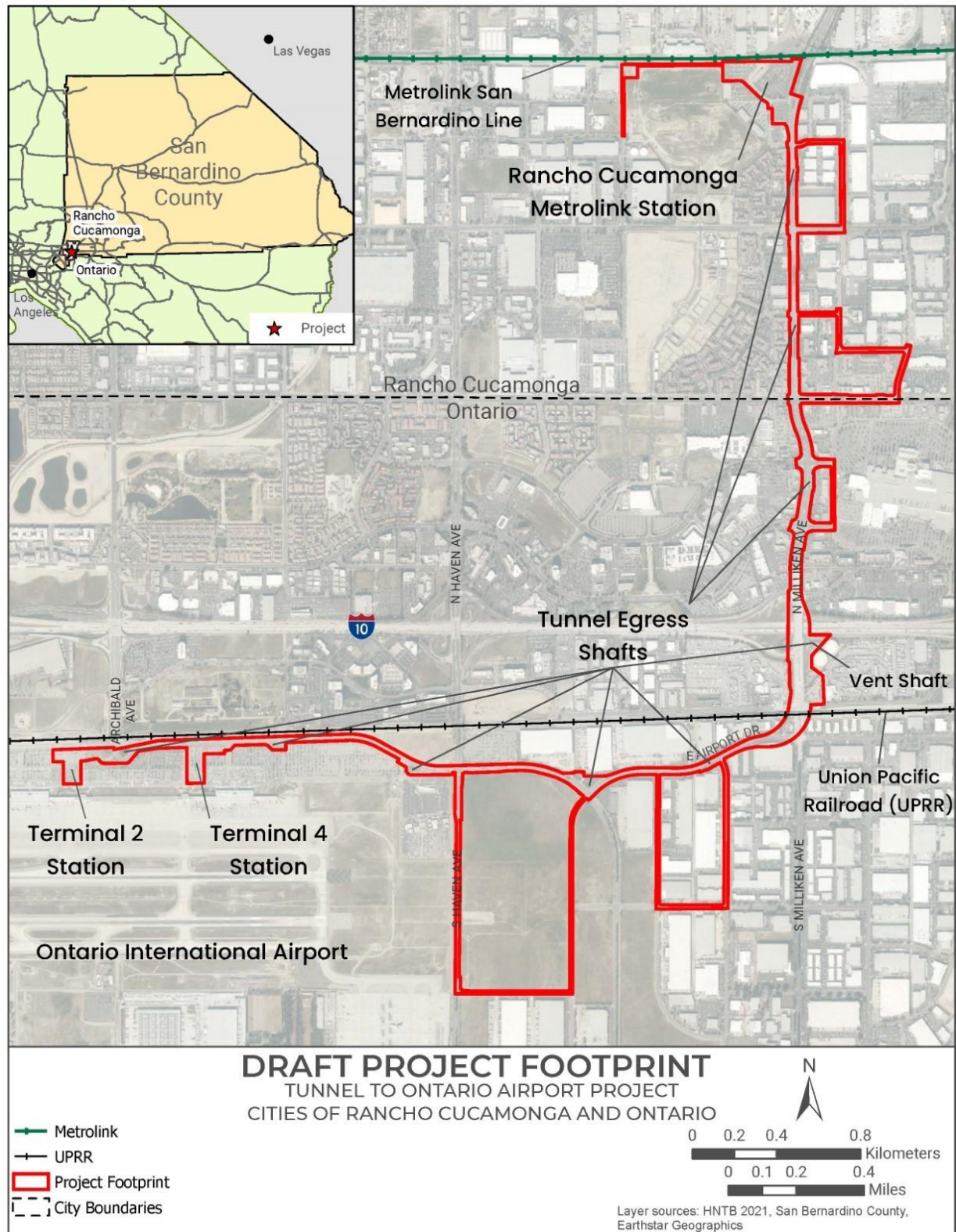


**Figure 1: Draft Project Alignment**

## 1.2 Project Description (Cucamonga Metrolink Station to ONT)

ONT is located approximately two miles east of downtown Ontario in San Bernardino County. The airport services more than 25 major cities via 10 commercial carriers. ONT is owned and operated under a joint powers agreement between the City of Ontario and San Bernardino County. OIAA provides overall direction, management, operations, and marketing for ONT. The Project would provide a direct airport connection to ONT to support its projected growth. The proposed Project is comprised of three key components: stations, tunnel, and emergency access and ventilation shafts as illustrated in Figure 2.





**Figure 2: Draft Project Footprint**

### 1.2.1 Stations

The proposed Project includes three passenger stations. One station would serve the Cucamonga Metrolink Station. This proposed station would be approximately 18,000 square feet in size and located in the northwest corner of the existing Cucamonga Metrolink Station parking lot. The parking lot is owned and maintained by the City of Rancho Cucamonga. An at-grade station plaza would be constructed and would be integrated with an adjacent maintenance facility. Approximately 180 parking spaces would be permanently removed from the Metrolink parking lot to accommodate the proposed Project's station.

Two Project stations are proposed at ONT within the existing parking lots located across from Terminals 2 and 4. Both stations would be at-grade and would connect to their associated tunnel portals along Terminal Way via an at-grade connection. The proposed stations would be approximately 10,000 square feet in size and entirely located within ONT right-of-way. Approximately 80 parking spaces would be permanently removed to accommodate the station at Terminal 2, with approximately 115 spaces permanently removed for the Terminal 4 station.

All three proposed stations would have the following common elements:

- Each station would be sized to accommodate the projected ridership, headways, and selected vehicles.
- Stations would be naturally ventilated and covered with canopies.
- Passengers would access each station via existing sidewalks or plazas. Stations would be entered via a ticketing area. Ticketing would likely occur via a self-service kiosk.
- Wayfinding and dynamic signage would be provided to facilitate passenger flow through each station and inform passengers of arrival/departure times. A public address system would assist visually impaired passengers.
- Mechanical, electrical, plumbing, fire protection, communications, and security systems would be integrated into the station's architecture to minimize visual clutter.
- Minimum clearances would be provided to allow vehicles to maneuver within each station and enter docking bays. Vehicle charging would occur within the bays.
- Sufficient space would be provided for passenger boarding and alighting. This would include accommodations for passenger luggage and boarding assistance.
- Stations would include landscaping to prevent unauthorized access to restricted areas, screen station elements, buffer guideways, and fill unprogrammed exterior space. Plantings would be low-maintenance and reflective of the local climate. Lighting would be provided at each station.
- Public and non-public space would be differentiated within the station facilities, with all non-public spaces access controlled and clearly identified as such.

All three stations would be connected to the bored tunnel via a cut and cover structure and an at-grade guideway. The guideway would be enclosed by fencing and walls that would be buffered with landscaping. A walkway would be provided abutting the outside of the guideway travel lanes. Crossings for pedestrians and non-system vehicles would be avoided.

The proposed Cucamonga Station may include a maintenance facility to store and maintain vehicles. This facility would be of a similar design to the adjacent station and would include enclosed bays. The following maintenance activities would occur at this facility: vehicle washing, spare vehicle storage, and vehicle heavy and light maintenance and repairs. In addition, the maintenance facility would

accommodate the Operations Control Center to manage the system and include employee amenities (lockers, restrooms, and breakroom). Employee parking for the maintenance facility would be provided at the existing parking lot in the southeast quadrant of the Milliken Avenue/Azusa Court interchange owned by SBCTA.

### 1.2.2 Tunnel

The proposed Project would construct a tunnel(s) between the Cucamonga Metrolink Station and ONT (Figure 2). Tunnel boring would occur up to 60 feet below the ground surface. Tunnel walls would be lined with precast concrete, and its driving surface would be asphalt pavement. Utilities within the tunnel would include drainage, electrical, and fire/life safety. Electrical power would be sourced through a local substation.

The north end of the proposed tunnel alignment begins at the Cucamonga Metrolink Station adjacent to Milliken Avenue in the City of Rancho Cucamonga. Autonomous electric vehicles would enter the main artery tunnel via a ramp from the Cucamonga Station located within the existing Metrolink station parking lot. The tunnel alignment would continue south generally under Milliken Avenue. At Ontario Mill Parkway, the tunnel would bow east, missing the Interstate 10 (I-10) overcrossing structure, and then bow back under Milliken Avenue, running southwest to clear the City of Ontario's water tanks in the southeast quadrant of the I-10 interchange. The tunnel would begin curving east at Guasti Road to clear the United Pacific Railroad Company (UPRR) grade separation, connecting to Airport Drive east of Milliken Avenue. The proposed tunnel would then generally run under the eastbound lanes of Airport Drive before terminating at ONT. At the airport, vehicles would emerge via ramps and drive to drop-off points near either Terminal 2 or Terminal 4.

Electric vehicles would be grouped and queued at their origin station and depart toward the destination station once boarded with passengers. After the group of vehicles arrives at the destination station and passengers disembark, new passengers would board, and the group of vehicles would return to its origin station. If no new passengers are present, empty vehicles would be returned to the origin station to pick up new passengers. The proposed Project would provide a peak one-way passenger throughput of up to approximately 300 people per hour.

### 1.2.3 Emergency Access Shafts

Nine emergency access shafts, approximately 2,500 square feet in size and up to 65 feet in depth, would be constructed to provide a means of emergency passenger egress and first responder access (Figure 2). Shafts would be located approximately every 2,500 feet along the proposed tunnel alignment to comply with National Fire Protection Association (NFPA) Code 130 requirements. Each shaft would consist of a multi-level staircase with platforms that would connect the tunnel to the surface. The hatch at the surface would be covered at-grade and would be located within the public right-of-way, where feasible. The access shaft would include associated electrical and ventilation equipment. Access would be controlled via a lock and key. Temporary and permanent right-of-way acquisition for each shaft would vary.

A mid-tunnel ventilation shaft would be located near the Ontario Municipal Utilities Company (OMUC) water tanks in the southeast quadrant of the I-10/Milliken Avenue interchange. Work at this location would encroach on both California Department of Transportation (Caltrans) and City of Ontario right-of-way. Parking stalls for emergency services would be provided at this location. Access to the mid-tunnel ventilation shaft would be through the existing parking lot of a shopping center and the City of Ontario's property located north of Guasti Road. Existing landscaping would be removed.



### 1.2.4 Utilities

At the Cucamonga Station, overhead Southern California Edison (SCE) lines would need to be relocated underground and horizontally. The remainder of the utility relocations would be associated with the emergency access shafts and would include underground electric distribution cables, water lines, light pulls, fiber optic lines, gas lines, and landscape irrigation lines.

### 1.2.5 Property Acquisition

The Project alignment would require right-of-way acquisition from approximately 35 properties. This includes the need for 36 permanent subsurface easements (totaling approximately 39 acres), one permanent utility easement (0.03 acre), and 11 temporary construction easements (totaling approximately 5 acres). In particular, subsurface easements would be required where the tunnel begins curving east at Guasti Road east of the UPRR grade separation. It is assumed that emergency access shafts and the mid-tunnel vent shaft would require the acquisition and permanent surface easements from both private and City-owned parcels. Property acquisitions, easements and temporary construction easements are subject to change as preliminary design plans are further refined during the environmental phase.

### 1.2.6 Construction

#### *Station Construction*

A construction staging area would be required at each of the three proposed Project stations.

- Staging at the proposed Cucamonga station and maintenance facility would require approximately 3.2 acres. Approximately 170 parking spaces would be temporarily lost from the existing Metrolink parking lot.
- Staging at the proposed ONT Terminal 2 Station would require approximately 3.4 acres. Approximately 300 parking spaces would be temporarily lost from the ONT T2 parking lot.
- Staging at the proposed ONT Terminal 4 Station would require approximately 3.2 acres. Approximately 300 parking spaces would be temporarily lost from the ONT T4 parking lot.

Refer to **Exhibit 1 and 2** for station footprint areas at Cucamonga Station and ONT, respectively.

#### *Tunnel Construction*

A tunnel boring machine (TBM) would be launched from either the existing ONT parking lot near Terminal 2 or the Cucamonga Metrolink Station to construct the tunnel(s). It would operate six days a week, with maintenance occurring each Sunday. A large crane would be used to deploy and recover the TBM. OIAA height limits at ONT and the Cucamonga stations, 135 feet and 160 feet, respectively, would restrict crane heights. Construction of the tunnel(s) would take approximately 14 months. Both ends of the tunnel(s) would need to be constructed via direct excavation (cut and cover) to launch or retrieve the TBM. Vehicle ramps connecting to the tunnel(s) would be constructed via direct excavation, as well.

Equipment at the TBM launch site would include trucks, a crane(s), excavators, a grout plant, a compressor plant, a tunnel fan, and cooling towers. The launch area would also store tunnel construction materials (rail, pipe, ducts, etc.) and stockpile excavated material. Haul trucks would remove excavated material from the launch site at ONT.

### *Emergency Egress Access Shafts Construction*

Nine emergency access shafts would be constructed along the tunnel alignment. Shafts could be constructed before or after the tunnel construction. Each access shaft would be installed using a similar construction methodology and take approximately six months to complete. A foundation drill rig would install up to five piles deep per day, each 60 feet deep. Piles would be drilled (i.e., no impact driving). The access shaft would then be excavated. The excavation would be supported by an internal bracing system.

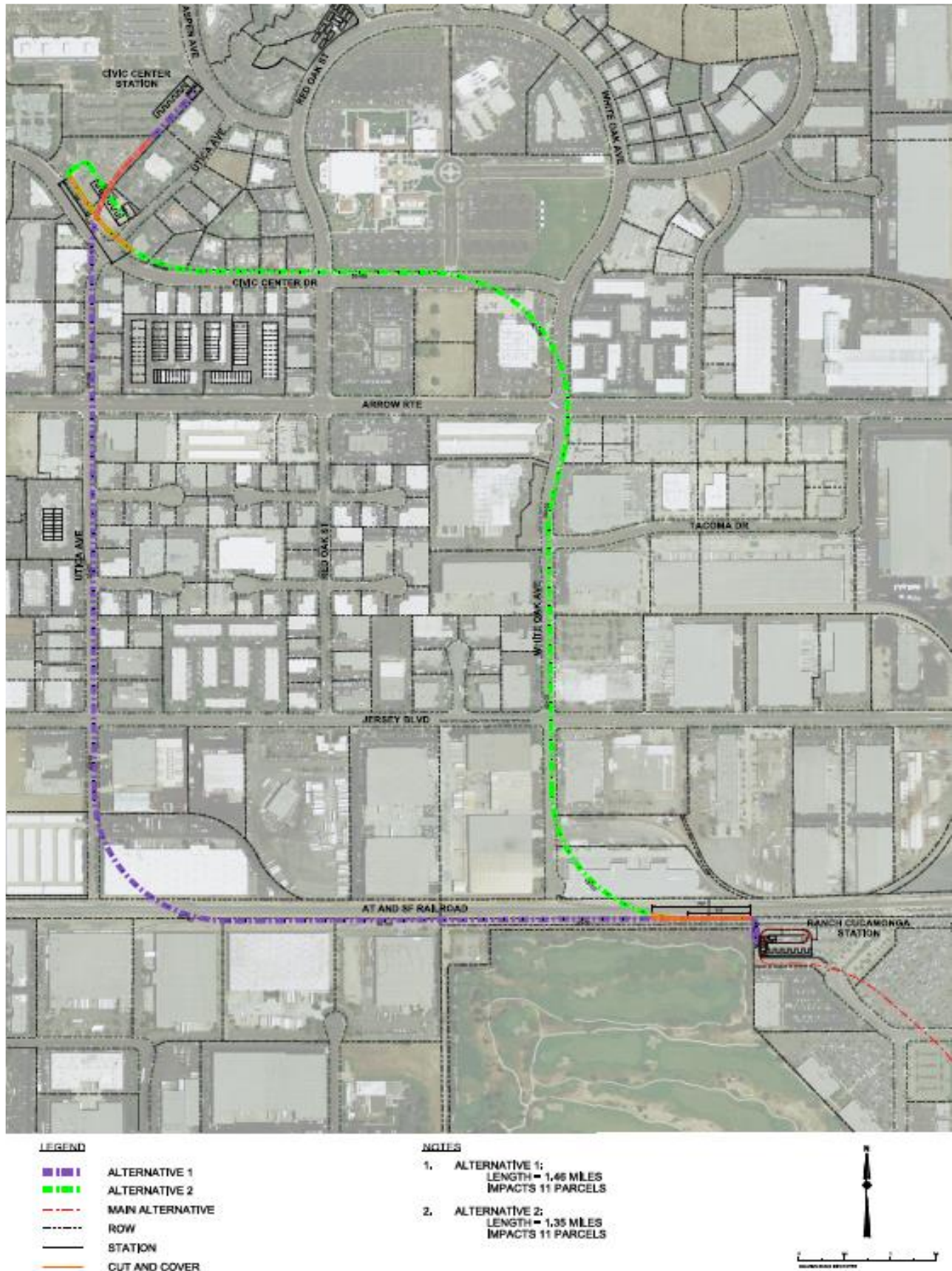
Each access shaft would require a staging area. Anticipated equipment at each location would include haul trucks, a drill rig, a crane, excavators, a wheel loader, a compressor, and a ventilation fan. Each staging area would include material storage, stockpiles of excavated material, water treatment, a workshop, a construction office, and employee parking. Staging areas would range in size from 12,000 to 27,000 square feet. Tree clearing would be required within several of the proposed staging areas.

### *Construction Traffic*

Traffic detours will be required and covered under a traffic management plan. Specific detour routes would be identified during design. Bike lanes along Milliken Avenue would be temporarily closed during the construction. Sidewalks would also be temporarily closed. Temporary detours would be provided for these closures.

### **1.3 Project Description (Cucamonga Metrolink Station to City Hall [Optional Task])**

An expansion of the Project is being contemplated that would continue the tunnel(s) from the Cucamonga Metrolink Station to Rancho Cucamonga City Hall. This approximately 1.4-mile extension would require the tunnel(s) to traverse the Metrolink corridor and cross below the existing tracks. Currently, two design options are being evaluated: (1) north along White Oak Ave and turning west to Civic Center Dr and into Civic Center Station and (2) north along Utica Ave directly into Civic Center Station. A conceptual map of these design options is shown in Figure 3. For this optional task, both CEQA and NEPA clearance is required. Further, it is anticipated to be a separate environmental document as the City of Rancho Cucamonga will be the CEQA lead for this extension.



**Figure 3: Conceptual Civic Center Alignment Options**



## 2.0 APPLICABLE STANDARDS

Deliverables and related material as requested for transit projects shall be prepared in accordance with current applicable San Bernardino County and Federal Transit Administration (FTA) regulations, policies, procedures, manuals, and standards including compliance Caltrans and Federal Highway Administration (FHWA) requirements for work within the State Transportation System unless directed otherwise. Federal Aviation Administration (FAA) may be a cooperating agency for the Project and the Consultant shall confirm the nature of FAA and OIAA involvement and environmental approval requirements. Deliverables and related materials requested for all other agencies shall be consistent with the requirements of that agency in addition to federal, state, local agency requirements, regulations, policies, procedures, manuals, and standards.

All deliverables and supporting materials furnished under this Scope of Work shall be of a quality acceptable to SBCTA and/or other relevant agencies. The criteria for acceptance shall be a product of neat appearance, well organized, technically and grammatically correct and checked. The appearance, organization, methodology, and content of all deliverables and supporting materials shall be to applicable standards or as otherwise directed.

Qualifications of individuals performing services shall, at a minimum, meet the applicable qualifications required by SBCTA, FTA and/or regulatory agencies as well as the qualifications for any appropriate Professional Licensing Board.

Applicable guidance to satisfy NEPA and FTA requirements for each activity or deliverable can be found at the FTA websites at:

<https://www.transit.dot.gov/regulations-and-guidance/environmental-programs/environmental-programs>

<https://www.transit.dot.gov/regulations-and-programs/environmental-programs/preparing-environmental-documents>

<https://www.transit.dot.gov/regulations-and-programs/environmental-programs/legislation-regulation-and-guidance>

<https://www.transit.dot.gov/regulations-and-guidance/environmental-programs/environmental-standard-operating-procedures>

<https://www.transit.dot.gov/regulations-and-guidance/environmental-programs/environmental-resources-information>

The CEQA and NEPA environmental technical studies and environmental document(s) shall comply with the latest legislation, regulations and guidance. Requirements related to CEQA and NEPA that shall be followed as applicable include, but are not limited to:

- California Environmental Quality Act;
- SBTCA CEQA guidelines and all relevant environmental provisions;
- California Endangered Species Act of 1970, and amendments;
- National Environmental Policy Act of 1969, as amended, 42 USC 4321 et. seq;

- FTA NEPA guidelines, Standard Operating Procedures, Circulars, and all other FTA requirements;
- 40 Code of Regulations (CFR) 1500 et seq: Council of Environmental Quality Regulations for Implementing NEPA;
- Assembly Bill 52 Native Americans;
- Section 106 of the National Historic Preservation Act;
- Antiquities Act of 1906 and amendments;
- American Indian Religious Freedom Act of 1978;
- Archaeological and Historic Preservation Act of 1974;
- Archaeological Resources Preservation Act of 1979;
- Various executive orders related to cultural resources protection;
- Historic Sites Act of 1935;
- Native American Graves Protection Act of 1996;
- Title VI of the Civil Rights Act of 1964, as amended;
- Uniform Relocation Assistance and Real Property Acquisition Act of 1970;
- Executive Order 12898 –Environmental Justice;
- Department of Transportation Act of 1966, Section 4(f);
- Clean Water Act of 1977 and 1987;
- Clean Air Act of 1990 and Amendments;
- Federal Water Pollution Control Act of 1972;
- Flood Disaster Protection Act;
- US Department of Transportation Order 5650.2 Floodplain Management and Protection;
- Noise Control Act of 1972;
- Pollution Prevention Act of 1990;
- Hazardous and Solid Waste Amendments (HSWA) of 1994;
- Endangered Species Act of 1973;
- Migratory Bird Treaty Act of 1918, as amended;
- FAA 7460 Obstruction Analysis/ Air Space Analysis form;
- City of Ontario requirements for tree removal, impacts to historic resources, roadway improvements, parking impacts, and construction activities;
- City of Rancho Cucamonga requirements for tree removal, impacts to historic resources, roadway improvements, parking impacts, construction activities;
- All applicable OIAA and FAA regulations;
- Porter Cologne Water Quality Control Act;
- National Pollutant Discharge Elimination System requirements;
- Water Quality and Stormwater requirements;

### 3.0 ENVIRONMENTAL SERVICES AND DELIVERABLES

The Consultant shall provide support with preparation of environmental schedules, progress updates and other administrative tasks required by SBCTA and FTA. The Consultant shall prepare all technical studies, memoranda as required by FTA, OIAA, or SBCTA in support of the Project's draft and final environmental document(s). The consultant shall prepare the appropriate level CEQA and NEPA Draft and Final Environmental Documents. Subject to SBCTA review, the Consultant shall prepare and perform (but not limited to) the tasks in the following sections.

#### 3.1 Administrative and Environmental Support Services

##### *Administrative Services*

The Consultant shall support SBCTA and the PCM team in the administration of the Project and provide requested environmental schedules, progress updates and other administrative tasks required by SBCTA and FTA. As directed by the SBCTA, the Consultant will attend Project Development Team (PDT) meetings, public meetings, agency meetings, and external and internal coordination meetings. Consultant may be asked to serve as the SBCTA Environmental Project Manager (PM) on the Project and serve as the single point of contact for all environmental related questions, requests, and submittals. PM shall understand the project schedule and support/ conduct/coordinate/oversee any and all studies, analysis, requirements and meetings needed to successfully complete environmental requirements leading to NEPA and or CEQA compliant environmental documents such that the project schedule is not impacted negatively. Consultant shall assist in the coordination of the distribution of relevant public information.

On a monthly basis, as requested by SBCTA and/or the PCM Team shall prepare and submit to SBCTA a monthly status report that indicates the work progress achieved during the period. The report shall summarize the actual work progress compared with estimated progress and will identify problem areas, provide evaluations, recommendations and an outline on the process which Consultant and SBCTA will follow to rectify the problem(s). The progress report shall be submitted with the monthly invoice. Consultant shall maintain a schedule of environmental activities, action items, four-week look ahead, and update this information monthly. Activities shall be linked to other project specific functional activities as predecessors or successors, as appropriate.

##### *Environmental Support Services*

The Consultant shall prepare and, to the maximum extent allowable by law, arrange for issuance of all required NEPA and CEQA notices related to environmental documentation; prepare or assist with preparation of outreach materials related to NEPA or CEQA scoping; and attend meetings associated with circulation of the draft environmental document. All materials shall be prepared at the direction and in support of the legally responsible Federal and state agencies. All materials are subject to lead agency review and approval. The Consultant shall perform the following support services:

- Notice of Preparation and Notice of Intent (if applicable)
- Draft and Final Scoping materials, legal notices, and required advertisements
- Draft and Final Public Meeting or Hearing materials, legal notices, and required advertisements
- Draft and Final Scoping Meeting Summary Report
- Public Meeting/Hearing Summary Report
- Attendance at Scoping and Public Meeting/Hearing

### 3.2 Environmental Technical Studies / Reports and Supporting Documentation

The Consultant shall perform the required resource agency coordination, field studies, technical studies and the associated environmental reporting. Reports prepared by the Consultant shall be submitted in draft form and provide the opportunity for SBCTA and/or PCM, FTA and OIAA to review. The Consultant shall provide the reproduction services required for the project inclusive of the number of individual sets to be delivered for the submittal tasks outlined in this Scope of Work. All environmental studies must comply with the latest CEQA and NEPA regulations and technical requirements and utilize SBCTA standards for CEQA analysis and FTA for NEPA to assure compliance with formatting and content of documents. The Consultant shall prepare (but not limited to) the following environmental resource technical studies and documentation in either a report or memoranda format in support of the draft and final environmental document(s):

- Project Description, Purpose and Need and Alternatives Analysis (Previously considered)
- Any and all materials deemed necessary by any agency for its tribal consultation and coordination efforts, including (without limitation) AB 52 Consultation
- Section 106 consultation documentation
- Aesthetics/Visual Impact
- Air Quality/ Greenhouse Gas/ Climate Change
  - Air Quality Safety
  - Tunnel Air Quality/ Ventilation Shaft Emissions
- Biological Resources Surveys and Report
  - SBCTA has conducted 1<sup>st</sup> year Delhi-sands flower loving fly surveys
- Biological Assessment
- Biological Opinion (if required)
- Area of Potential Effect
- Archeological Study Report
- Paleontology Identification and Evaluation Report
- Historic Resources Evaluation Report
- Historic Properties Survey Report
- Hazardous Waste/Environmental Site Assessments Phase 1 and Phase 2
- Community Impact Study
- Environmental Justice and Equity Report
- Growth Inducement
- Economic and Fiscal Study
- Noise and Vibration
  - Tunnel operations/construction vibration
- Energy
- Relocation and Right-of-Way
- Public Services and Utilities
- Safety and Security

- Floodplain Evaluation and Location Hydrology Study
- Water Quality
- Section 4(f)
- Transportation and Traffic
- Cumulative Impacts

### 3.3 Draft and Final Environmental Documents

The Consultant shall prepare draft and final CEQA and NEPA environmental document or documents and associated supporting documentation required by FTA, OIAA, or SBCTA including but not limited to the Mitigation, Monitoring and Reporting Plan (MMRP), Notice of Determination, Finding of No Significant Impact or Record of Decision. A higher-level environmental document may be required by SBCTA and/or FTA as the result of the environmental studies, preliminary design, state and federal regulatory requirements and regulatory agencies may dictate the need for such a change. Unless expressly prohibited by law, the Consultant will prepare the appropriate level CEQA and NEPA environmental document to adequately document and address the level of environmental impacts as directed by SBCTA and FTA in their independent judgment. The draft environmental document shall be prepared for circulation to the public to satisfy state and federal document format and accessibility requirements. Comments on the environmental document(s) will be collected and responses will be developed by the Consultant and incorporated into the final environmental document per CEQA and FTA guidelines and requirements. Following the close of the draft environmental document review period, the Consultant shall begin finalizing the environmental document, assist SBCTA and FTA with the identification of the preferred alternative, assist FTA with submitting the USFWS Biological Assessment for consultation for a Biological Opinion, finalize State Historic Preservation Officer (SHPO) consultation, and any other Federal or State agency consultation needed to complete the final environmental document. The Consultant shall complete and obtain approval for all required submittal forms and notices in support of the final CEQA and NEPA environmental document. The CEQA and NEPA draft and final environmental document(s) must comply with the latest CEQA and NEPA regulations and technical requirements and utilize SBCTA standards for the CEQA environmental document and FTA for NEPA environmental document to assure compliance with formatting and content of documents. The following is a list of deliverables for the Draft and Final Environmental Documents:

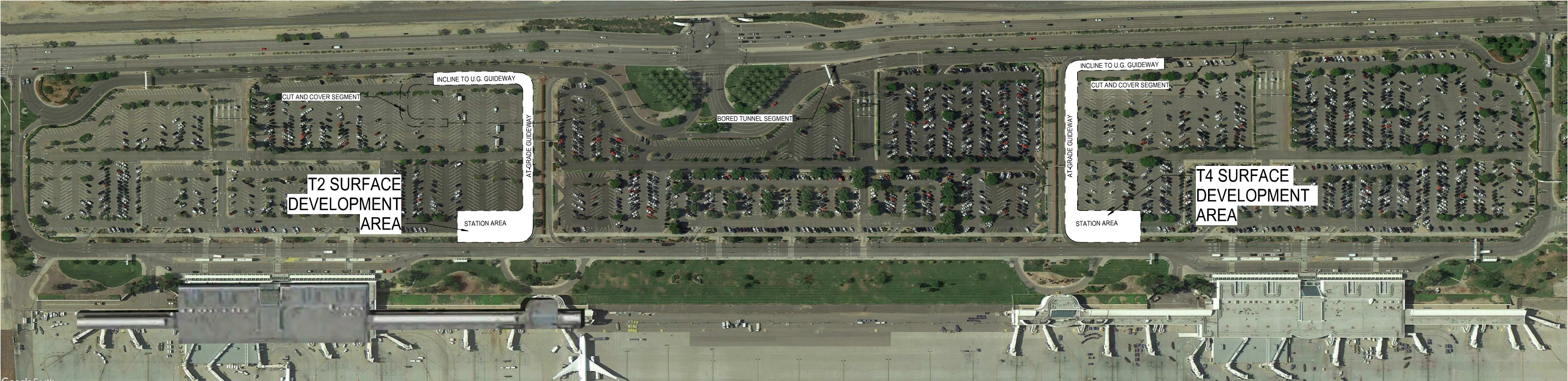
- Environmental Document Annotated Outline per FTA Requirements
- CEQA and NEPA Administrative Draft Environmental Document(s)
- CEQA and NEPA Final Draft Environmental Documents(s)
- Response to Public Comments
- CEQA and NEPA Administrative Final Environmental Documents(s)
- CEQA and NEPA Final Environmental Documents(s)
- Mitigation, Monitoring and Reporting Program or ECR
- Finding of No Significant Impact or Record of Decision (as applicable)
- Statement of Overriding Considerations, Findings (if applicable)
- Notice of Determination



### 3.4 Permit Requirements

The Consultant shall prepare resource agency permits and/or successfully complete activities necessary to successfully fulfill regulatory permit requirements. The Consultant is required to prepare regulatory permits for the Project. As applicable, Consultant shall prepare the following regulatory permits: USFWS Biological Opinion, 401 Water Quality Certification, 404 Nationwide Permit, 1602 Streambed Alteration Agreement, and other state and federal permits (as applicable).

DRAFT







**NOTE:**  
CONCEPTUAL STATION LAYOUT(S) BASED ON CBC EGRESS REQUIREMENTS OF 5%. SBCTA AND OTHER AUTHORITIES HAVING JURISDICTION MAY ACCEPT UP TO 9% PER CALTRANS STANDARDS

THE PREPARATION OF THIS DRAWING HAS BEEN FINANCED IN PART THROUGH A GRANT FROM THE U.S. DEPARTMENT OF TRANSPORTATION, FEDERAL TRANSIT ADMINISTRATION (FTA), UNDER THE FEDERAL TRANSIT ACT OF 1964, AS AMENDED, AND IN PART BY THE TAXES OF THE CITIZENS OF LOS ANGELES COUNTY AND OF THE STATE OF CALIFORNIA.								DESIGNED BY SCOTT LOWE		<div><div><div>sb</div><div>cta</div></div></div> <div>SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY</div>	<div><div>EMERGING TECHNOLOGY TUNNEL TO ONTARIO AIRPORT</div><div>OVERALL SITE LOCATION EXHIBIT</div></div>	CONTRACT NO
								DRAWN BY MAX JACKOWITZ				DRAWING NO A900
								CHECKED BY BRUCE WEINSTEN				SCALE 1" = 160'-0"
								IN CHARGE JOHN TRAUTMANN				SHEET NO
	A	REV	DATE	BY	APP	REG NO	EXPIRES	SEAL HOLDER	DATE 06/03/21			Packet Pg. 460







**NOTE:**  
CONCEPTUAL STATION LAYOUT(S) BASED ON CBC EGRESS REQUIREMENTS OF 5%. SBCTA AND OTHER AUTHORITIES HAVING JURISDICTION MAY ACCEPT UP TO 9% PER CALTRANS STANDARDS

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								CHECKED BY BRUCE WEINSTEN		SCALE 1" = 40'-0"	
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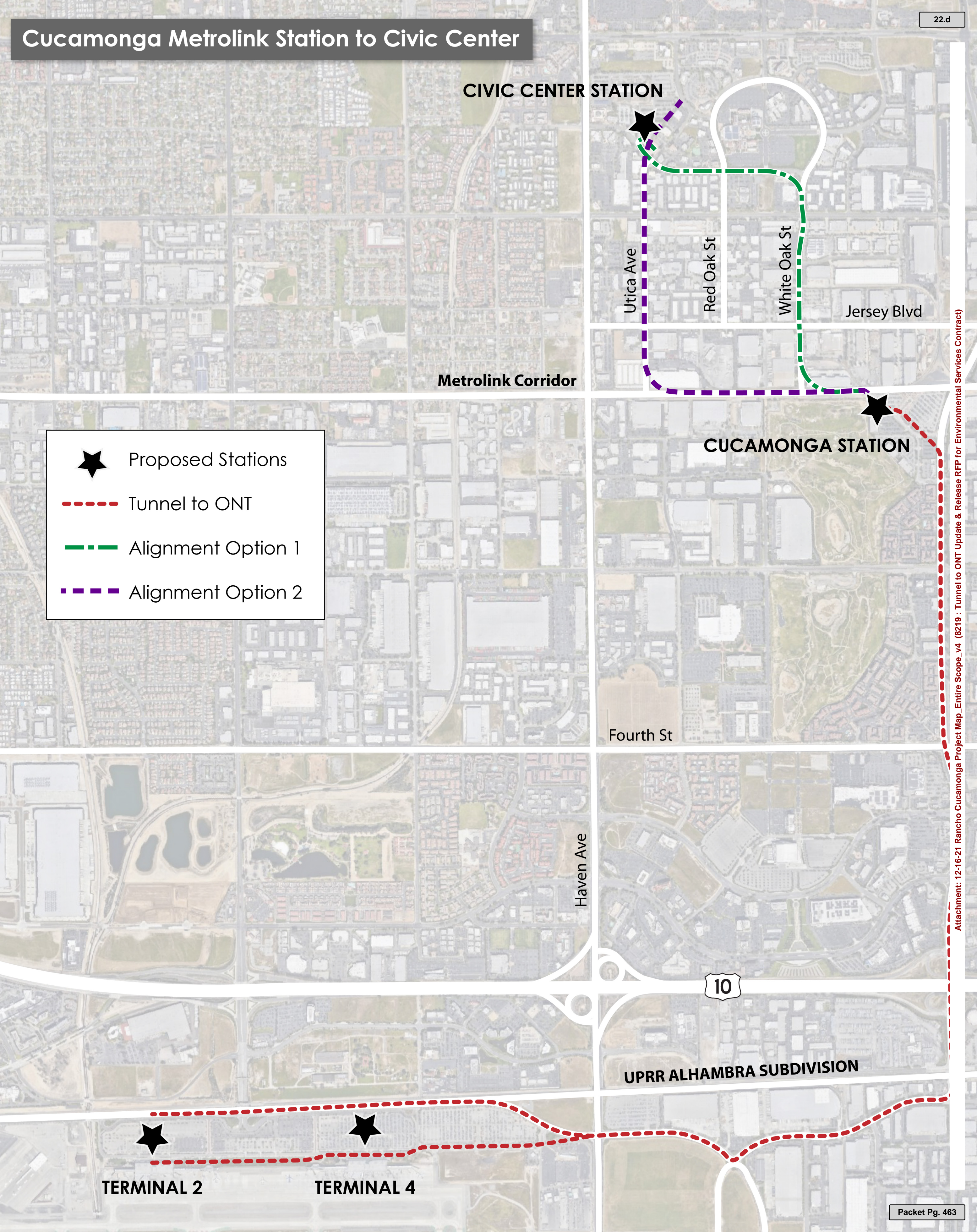


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									CHECKED BY BRUCE WEINSTEN			SCALE 1" = 40'-0"
									IN CHARGE JOHN TRAUTMANN			SHEET NO
									DATE 06/03/21			Packet Pg. 462
	A							DRAFT SUBMITTAL				EMERGING TECHNOLOGY TUNNEL TO ONTARIO AIRPORT
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# Cucamonga Metrolink Station to Civic Center



CIVIC CENTER STATION

Utica Ave

Red Oak St

White Oak St

Jersey Blvd

Metrolink Corridor

CUCAMONGA STATION

Fourth St

Haven Ave

10


UPRR ALHAMBRA SUBDIVISION

TERMINAL 2


TERMINAL 4



Metrolink Corridor



Proposed Stations



Tunnel to ONT

CUCAMONGA STATION

Fourth St

Haven Ave

10

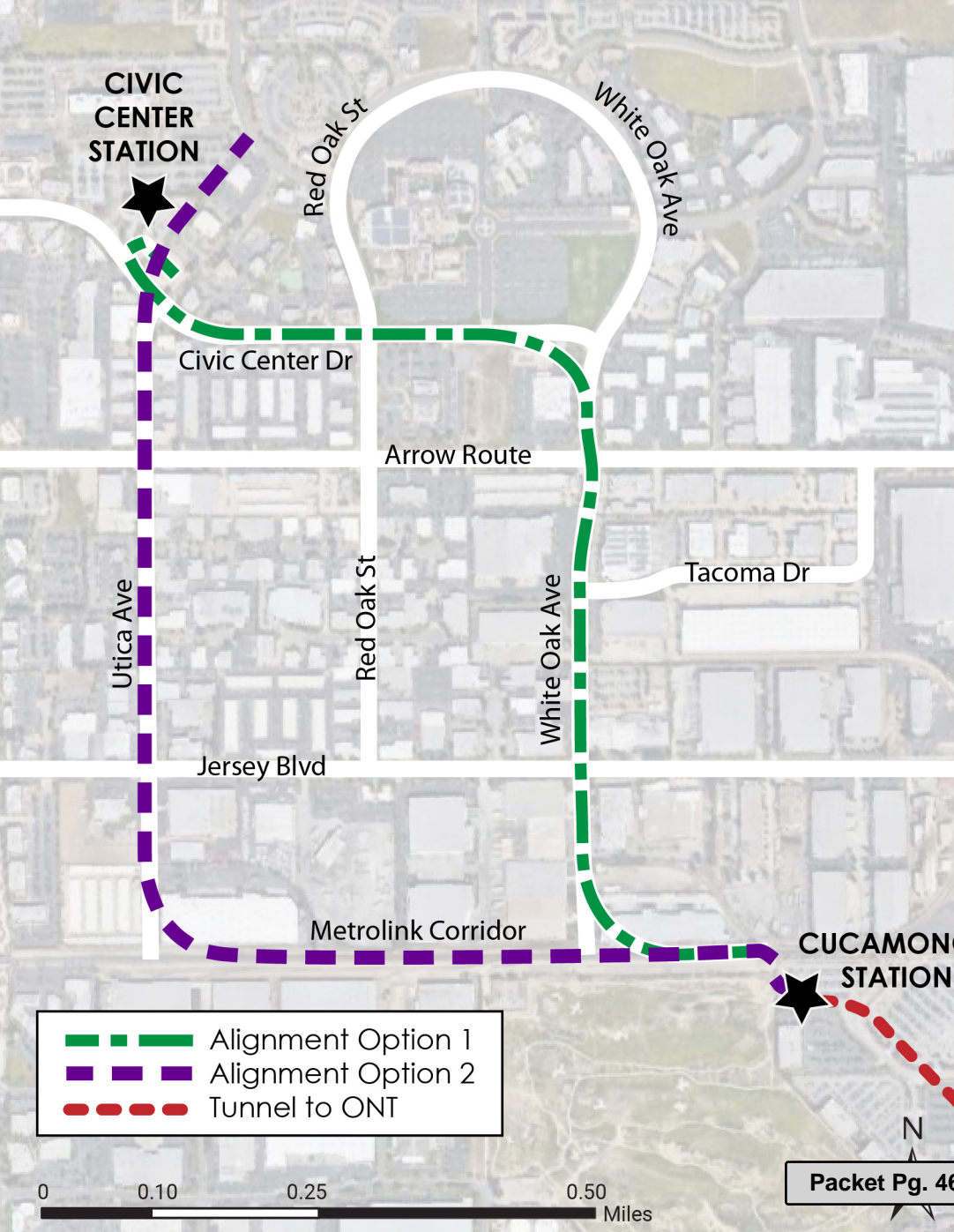
UPRR ALHAMBRA SUBDIVISION

TERMINAL 2

TERMINAL 4







Attachment: 12-13-21 Rancho Cucamonga Project Map\_North\_v3.5 (8219 : Tunnel to ONT Update

## ***Minute Action***

AGENDA ITEM: 23

***Date:*** January 5, 2022

***Subject:***

Public Hearing to Consider Resolution No. 22-007 Establishing a Fee Schedule for Use of Electric Vehicle Charging Stations

***Recommendation:***

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

A. Conduct a public hearing to consider the proposed fee schedule for use of electric vehicle (EV) charging stations located at the San Bernardino County Transportation Authority's (SBCTA) east parking lot, the San Bernardino Metrolink station at the Santa Fe Depot, and the San Bernardino Transit Center.

B. Upon completion of the public hearing, adopt Resolution No. 22-007 implementing the fee schedule for EV charging stations located in all three lots.

***Background:***

San Bernardino County Transportation Authority (SBCTA) owns and operates fourteen (14) ChargePoint electric vehicle (EV) supply equipment (EVSE), commonly called charging stations, located at the San Bernardino Santa Fe Depot and the San Bernardino Transit Center. Funding for the EVSE was awarded to SBCTA by the Mobile Source Air Pollution Reduction Review Committee (MSRC) on October 27, 2016, and the final EVSE was installed on June 18, 2021.

SBCTA maintains a fee schedule currently based on cost recovery for electricity and other costs associated with maintaining the EVSEs, including support and network services expenses. The current fee schedule was adopted on March 4, 2020, with the approval of Resolution No. 20-041 and is as follows:

**SBCTA East Parking Lot**

**Four (4) Level 2 Chargers – Total Six (6) charging ports**

- a. \$0.25 per kilowatt-hour (kWh); and
- b. \$5.00 per hour will be charged for any vehicle continuing to occupy an EV charging space sixty (60) minutes after the vehicle is completely charged.

**Two (2) Level 3 Chargers – Total Two (2) charging ports**

- a. \$0.50 per kWh; and
- b. \$10.00 per hour will be charged for any vehicle continuing to occupy an EV charging space sixty (60) minutes after the vehicle is completely charged.



### **San Bernardino Metrolink Station**

#### **Three (3) Level 2 Chargers – Total Five (5) charging ports**

- a. \$0.25 per kWh; and
- b. \$5.00 per hour will be charged for any vehicle continuing to occupy an EV charging space sixty (60) minutes after the vehicle is completely charged.

### **San Bernardino Transit Center**

#### **Five (5) Level 2 Chargers – Total Eight (8) charging ports**

- a. \$0.25 per kWh; and
- b. \$5.00 per hour will be charged for any vehicle continuing to occupy an EV charging space sixty (60) minutes after the vehicle is completely charged.

Pursuant to Cooperative Agreement 04-040 with the City of San Bernardino, staff completed an annual analysis of the EVSE user and idle fees and recommends the following changes:

### **SBCTA East Parking Lot**

#### **Four (4) Level 2 Chargers – Total Six (6) charging ports**

- a. \$0.25 per kWh; and
- b. \$2.00 per hour will be charged for any vehicle continuing to occupy an EV charging space two (2) hours after the vehicle is completely charged (idle fee).

#### **Two (2) Level 3 Chargers – Total Two (2) charging ports**

- a. \$0.30 per kWh; and
- b. \$10.00 per hour will be charged for any vehicle continuing to occupy an EV charging space sixty (60) minutes after the vehicle is completely charged (idle fee).

### **San Bernardino Metrolink Station**

#### **Three (3) Level 2 Chargers – Total Five (5) charging ports**

- a. \$0.25 per kWh; and
- b. \$2.00 per hour will be charged for any vehicle continuing to occupy an EV charging space two (2) hours after the vehicle is completely charged (idle fee).

### **San Bernardino Transit Center**

#### **Five (5) Level 2 Chargers – Total Eight (8) charging ports**

- a. \$0.25 per kWh; and
- b. \$2.00 per hour will be charged for any vehicle continuing to occupy an EV charging space two (2) hours after the vehicle is completely charged (idle fee).

The proposed fee schedule is based on an analysis of all costs associated with the EVSE, including direct and indirect expenses. Staff also completed a comparative analysis to benchmark SBCTA's fee structure to other public and privately operated EVSE throughout San Bernardino County.

The comparative analysis yielded the following results:

<b>Fee</b>	<b>Area Average - All</b>	<b>Area Average - Private</b>	<b>Area Average - Public</b>	<b>Full Cost Recovery Fee</b>	<b>Current SBCTA Fee</b>	<b>Proposed SBCTA Fee</b>
<b>Level 2</b>	0.26 kWh	0.36 kWh	0.16 kWh	1.42 kWh	0.25 kWh	0.25 kWh
<b>Level 3</b>	0.35 kWh	0.36 kWh	0.30 kWh	1.66 kWh	0.50 kWh	0.30 kWh

Staff also found that market conditions continue to make a full cost recovery fee undesirable. Staff believes SBCTA's EVSE program offers a considerable community benefit as they help support the implementation of zero-emission vehicles and recommends a user fee based on partial recovery (39%) of direct costs only. This would allow SBCTA to recover the full cost of electricity in addition to other indirect costs.

In addition to analyzing the user fee, staff also analyzed the idle fees. Staff found that idle fees varied and were primarily dependent on the nature of the EVSE operator's business. Depending on the battery technology used in an EV, level 2 charging generally takes 4-6 hours to completely charge a fully depleted battery. Since SBCTA's EVSE are located in transit centers, staff recommends increasing the grace period for level 2 charging from 60 minutes to 2 hours. Staff believes this change will help increase train commuter usage, whom are likely to be away from their vehicles for an extended period of time. Staff also recommends reducing the idle fee from \$5 per hour to \$2 per hour so that it is more consistent with parking fees typically required for paid street parking and parking lots. Both of these changes are consistent with market trends found in the comparative analysis. No changes are recommended to the level 3 charging idle fees or grace period. Most EVs can typically receive an 80% charge in 30 minutes and staff found SBCTA's existing level 3 charging idle fee and grace period to be consistent with market trends.

Approval of Resolution No. 22-007 will allow staff to update the existing fee schedule with the proposed fee schedule. While the user fee is not based on full cost recovery, staff is actively exploring new revenue streams to help supplement the costs of the EVSE program, including grants and the carbon credits market. Staff anticipates implementing the new fee schedule within 60 days of approval of this resolution.

***Financial Impact:***

This item has no financial impact on the Fiscal Year 2021/2022 Budget.

***Reviewed By:***

This item was reviewed and recommended for approval (7-1-0; Opposed: Cook) by the General Policy Committee on December 8, 2021. SBCTA General Counsel has reviewed this item and the draft resolution.

***Responsible Staff:***

Duane Baker, Deputy Executive Director

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Approved  
Board of Directors  
Date: January 5, 2022  
Witnessed By:

## EVSE Level 2 Fee Summary

Estimated Costs	Annual
<b>Direct Costs</b> <i>Electricity (\$0.20 kWh average) and Maintenance &amp; Support</i>	\$ 8,681
<b>Indirect Costs</b> <i>Salaries &amp; Benefits and Depreciation</i>	\$ 10,626
<b>Total Estimated Costs</b>	<b>\$ 19,308</b>

Estimated Revenue	Annual
<b>Proposed User Fee - \$0.25 per kWh*</b> <i>Estimated Annual Units 13,608 kWh</i>	\$ 3,402
<b>Proposed Idle Fee</b> <i>\$2.00 per hour after 2 hour grace period</i> <i>Based on 1 fee per month</i>	\$ 24
<b>ChargePoint Payment Processing Transaction Fee Deduction</b> <i>10% Flex Billing Plan</i>	\$ (340)
<b>Total Estimated Revenue</b>	<b>\$ 3,086</b>

\*Partial Cost Recovery - Direct Costs Only (39%)

## EVSE Level 3 Fee Summary

Estimated Costs	Annual
<b>Direct Costs</b> <i>Electricity (\$0.20 kWh average) and Maintenance &amp; Support</i>	\$ 7,185
<b>Indirect Costs</b> <i>Salaries &amp; Benefits and Depreciation</i>	\$ 9,444
<b>Total Estimated Costs</b>	<b>\$ 16,629</b>

Estimated Revenue	Annual
<b>Proposed User Fee - \$0.30 per kWh*</b> <i>Estimated Annual Units 9,400 kWh</i>	\$ 3,000
<b>Proposed Idle Fee</b> <i>\$10 per hour after 60 minute grace period</i> <i>Based on 1 fee per month</i>	\$ 120
<b>ChargePoint Payment Processing Transaction Fee Deduction</b> <i>10% Flex Billing Plan</i>	\$ (300)
<b>Total Estimated Revenue</b>	<b>\$ 2,820</b>

\*Partial Cost Recovery - Direct Costs Only (39%)

## RESOLUTION NO. 22-007

### A RESOLUTION OF SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY ESTABLISHING A FEE SCHEDULE FOR USE OF ELECTRIC VEHICLE CHARGING STATIONS

**WHEREAS**, San Bernardino County Transportation Authority (SBCTA) received funding from the Mobile Source Air Pollution Reduction Review Committee (MSRC) to install Level 2 and Level 3 electric vehicle (EV) charging stations (EVSE) in SBCTA's east parking lot, the San Bernardino Metrolink Station, and the San Bernardino Transit Center; and

**WHEREAS**, SBCTA's Board of Directors authorized the MSRC grant for the EVSE on October 5, 2016; and

**WHEREAS**, pursuant to the MSRC grant, the EVSE will be available to the public; and

**WHEREAS**, the proposed fee is intended to recover SBCTA's energy costs (electricity and demand charges), network service fees, maintenance, and transaction fees associated with operating the EVSE; and

**WHEREAS**, the revenue generated from the fee will be applied to offset such operational costs; and

**WHEREAS**, SBCTA wants to encourage those using the EVSE to make them available to others when charging is complete;

**NOW, THEREFORE, BE IT RESOLVED** by SBCTA, as follows:

Section 1. The foregoing recitals are true and correct and are incorporated into this Resolution.

Section 2. EV Charging Fees. Fees for use of the EVSE in SBCTA's east parking lot, San Bernardino Metrolink Station and San Bernardino Transit Center are established as follows:

- a. For Level 2 chargers - \$0.25/kWh; and
- b. For Level 3 chargers - \$0.30/kWh

Section 3. Additional Fees. Additional fees for use of the EVSE in SBCTA's east parking lot, San Bernardino Metrolink Station and San Bernardino Transit Center, are established as follows:

- a. For Level 2 chargers - \$2.00 per hour will be charged for any vehicle continuing to occupy an EV charging space two (2) hours after the vehicle is completely charged; and
- b. For Level 3 chargers - \$10.00 per hour will be charged for any vehicle continuing to occupy an EV charging space sixty (60) minutes after the vehicle is completely charged.

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

PASSED AND ADOPTED at a meeting of the San Bernardino County Transportation Authority held on January 5, 2022.

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Curt Hagman, Board President  
San Bernardino County Transportation Authority

ATTEST:

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

DRAFT

## ***Minute Action***

AGENDA ITEM: 24

***Date:*** January 5, 2022

***Subject:***

Discussion of In-Person and Virtual Board and Committee Meetings

***Recommendation:***

That the Board, acting as the San Bernardino County Transportation Authority (SBCTA) and the San Bernardino Associated Governments (SBCOG):

Consider the appropriate format for Board and committee meetings and provide direction to staff.

***Background:***

In response to the COVID-19 pandemic, a state of emergency was declared and Governor Newsom issued Executive Order N-29-20 allowing for meetings of public agencies to be conducted virtually through Zoom and similar platforms. San Bernardino County Transportation Authority (SBCTA) conducted its meetings virtually through Executive Order N-29-20's September 30 expiration. At the same time, Assembly Bill (AB) 361 came into effect, covering circumstances under which government agencies could conduct meetings virtually. In October 2021, the SBCTA Board decided to resume in person meetings going forward.

Presently, with the rapid spread of the Omicron variant, the consequent rise in COVID cases, and a statewide mandatory mask mandate, staff wanted to bring back to the Board consideration of resuming virtual meetings. Lacking clear recommendations for social distancing, virtual meetings can be resumed if the Board, in its discretion, makes certain necessary findings.

AB 361 allows for a public agency to conduct meetings virtually under the following circumstances:

- The legislative body holds a meeting during a proclaimed state of emergency. *(This condition is met as the current emergency proclamation is still in effect.)*

AND either:

- State or local officials have imposed or recommended measures to promote social distancing. *(San Bernardino County has neither imposed social distancing measures nor clearly recommended such measures. While social distancing is encouraged, the latest information on the County of San Bernardino website for COVID-19 states "Physical Distancing: No restrictions for attendees, customers and guests." This statement is consistent with the guidance from the California Department of Public Health.)*

OR:

- The legislative body determines by a majority vote that as a result of the existing proclaimed state of emergency, meeting in person would present imminent risks to the health and safety of attendees.

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



## Board of Directors Agenda Item

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Based on our interpretation of AB 361 and current health guidelines, the only way for SBCTA to meet virtually is for the Board to determine by a majority vote that meeting in person would present imminent risks to the health and safety of the attendees. Without that vote and finding, SBCTA and SBCOG will continue holding meetings in person.

***Financial Impact:***

This item is consistent with the Fiscal Year 2021/2022 Budget.

***Reviewed By:***

This item has not received prior policy committee or technical advisory committee review. SBCTA General Counsel has reviewed this item.

***Responsible Staff:***

Duane Baker, Deputy Executive Director

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Approved  
Board of Directors  
Date: January 5, 2022

Witnessed By:

San Bernardino Council of Governments  
San Bernardino County Transportation Authority

## ***Minute Action***

### AGENDA ITEM: 25

***Date:*** January 5, 2022

***Subject:***

Draft Resolution No. 22-040 and Draft Bonding Documents to Refund the 2012 Bonds

***Recommendation:***

Receive a presentation of the draft documents to refund the 2012 bonds, which include Resolution No. 20-040, Bond Purchase Agreement, Preliminary Official Statement, Fifth Supplemental Indenture, and Continuing Disclosure Agreement.

***Background:***

In 2004, San Bernardino County voters approved the extension of the Measure I ½ cent sales tax. Ordinance No. 04-01 authorizes the allocation of sales tax to the Valley and Mountain-Desert areas and establishes the expenditure plan. San Bernardino County Transportation Authority (SBCTA) presented to the Board of Directors (Board) an update to the ten-year delivery plan to identify the projects to be constructed and delivered over the next ten years and bonding for new money will not be required until 2026.

On March 7, 2012, the Board adopted Resolution No. 12-008 that authorized the issuance of sales tax revenue bonds to expedite projects identified in the Cajon Pass, Valley, and Mountain/Desert Expenditure Plan. The 2012 Series A Bonds were issued in March 2012 in the original principal amount of \$91,880,000 with a final maturity in March 2040. Currently, the 2012 Series A Bonds are outstanding in the amount of \$74,075,000 and have a call provision that allows SBCTA to call and refinance the remaining bonds on or after March 1, 2022, at the option of SBCTA. Given the very low interest rate environment, SBCTA will exercise that call option and refinance the remaining bonds through the issuance of new Series 2022 A Refunding Bonds to reduce the interest cost on the bonds. The final maturity on the new refunding bonds will remain 2040.

The draft Resolution No. 22-040 authorizes the issuance and sale of sales tax revenue bonds and delivery of a fifth supplemental indenture, bond purchase contract, official statement, a continuing disclosure certificate and all other actions necessary in connection to execute the refunding. The issuance of the bonds will secure a lower interest rate to refund the balance of the 2012 bonds and cover financing costs for fees from the financing team and other costs associated with the refunding. The financing team includes PFM Financial Advisors and Stradling Yocca Carlson & Rauth serving as bond and disclosure counsel. The rating agencies are Fitch and Standard and Poor's, the selected underwriter is Wells Fargo, and the trustee is US Bank National Association. The fifth supplemental indenture delineates the responsibilities of SBCTA and the trustee to comply with debt covenants and financial and reporting requirements. The bond purchase contract is between SBCTA and the underwriter, Wells Fargo Bank, National Association, and delineates the duties and responsibilities of the underwriter and discloses the underwriter's fee. The official statement is a document issued by SBCTA disclosing intent to sell bonds to potential buyers and providing all the information deemed necessary for investors to make an informed decision on our offered securities, as prescribed by the Securities and Exchange Commission.

*Entity: San Bernardino County Transportation Authority*

## Board of Directors Agenda Item

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The current market conditions reflect a low interest rate environment coupled with high demand for highly rated, tax exempt bonds, such as SBCTA's sales tax revenue bonds. The estimated refunding net present value savings is approximately \$20 million, or 27.74% of par value. Generally, SBCTA's Debt Policy No. 20300 establishes a minimum savings threshold ranging from 1% to 5%; current market conditions will exceed our minimum threshold. This assumes an average coupon rate of 5.00% on the refunding bonds, an average life of 9.4 years, and an aggregate level debt service structure.

Staff is not recommending the Board take any action now. Staff will recommend the Board adopt the resolution and approve the documents at the February 2, 2022 Board of Directors meeting.

***Financial Impact:***

This item is not consistent with the Fiscal Year 2021/2022 Budget and budget amendment is required and will be processed with the final approval in February 2022.

***Reviewed By:***

This item has not received prior policy committee or technical advisory committee review. SBCTA General Counsel has reviewed this item and the draft resolution and draft bond documents.

***Responsible Staff:***

Hilda Flores, Chief Financial Officer

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Approved  
Board of Directors  
Date: January 5, 2022

Witnessed By:




# San Bernardino County Transportation Authority

## Presentation to Board of Directors

**Presented by PFM Financial Advisors LLC**  
**Peter Shellenberger, Managing Director**

January 5, 2022

PFM Financial Advisors LLC	50 California Street Suite 2300 San Francisco, CA 94111	415-393-7233 <a href="http://pfm.com">pfm.com</a>
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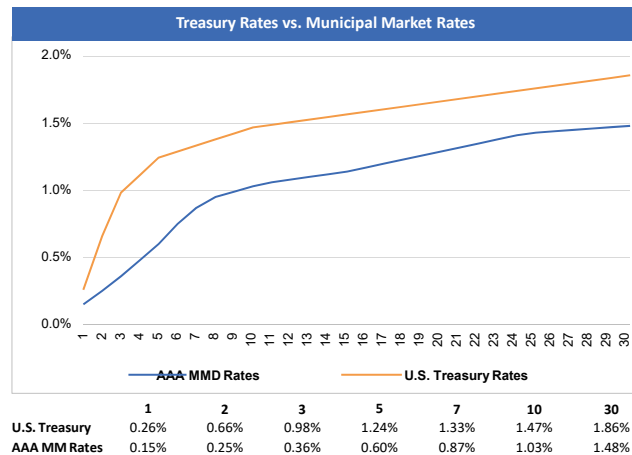


## I) Market Update



### Treasury Rates vs. Municipal Market Rates

- Tax exempt municipal bond rates remain very low with the 10-year yield currently at 1.03% and the 30-year yield at 1.48%.

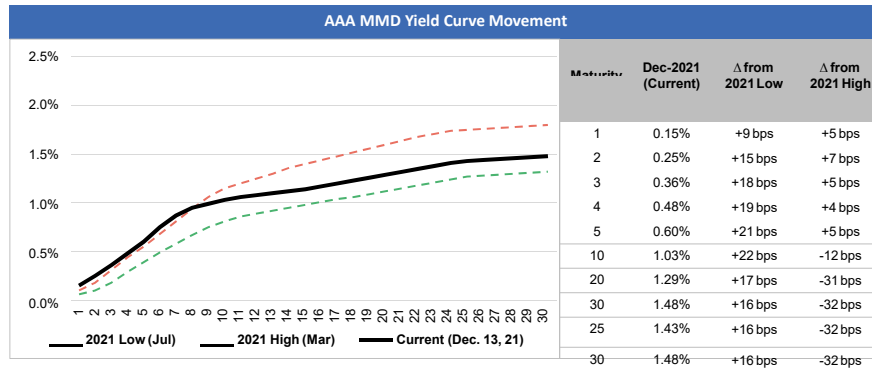


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### Recent Benchmark Rates

- Tax exempt interest rates (represented by the AAA MMD index - industry-accepted index for tax-exempt bonds) have shown some volatility through 2021, with current rates remaining low.

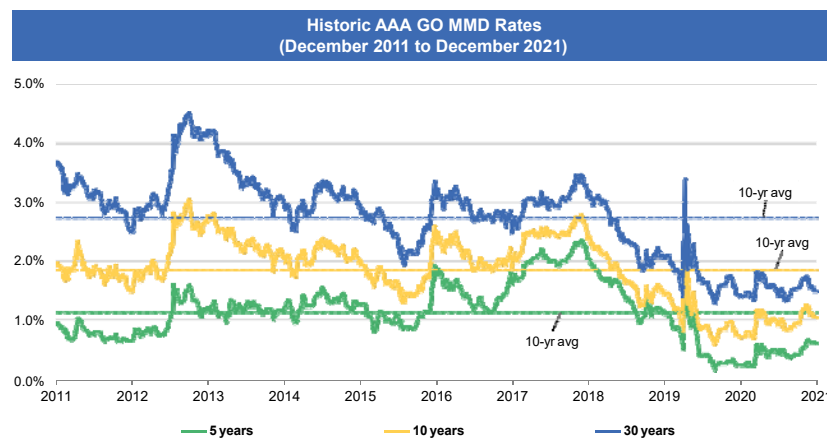


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### Historical Benchmark Rates

- The 30-Year AAA MMD is 1.48%, 124 basis points below its 10-year average.

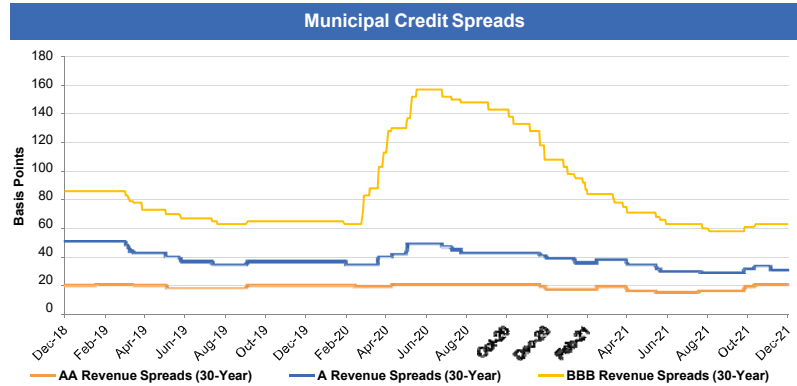


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### Municipal Credit Spreads

- While interest rates have remained at near all-time lows, credit spreads have tightened from their March 2020 highs and have tapered off to near pre-pandemic lows.
- Spreads remain tight for high quality credits with spread for 30-yr AA-rated credit being 21 basis point relative to AAA benchmark rate.

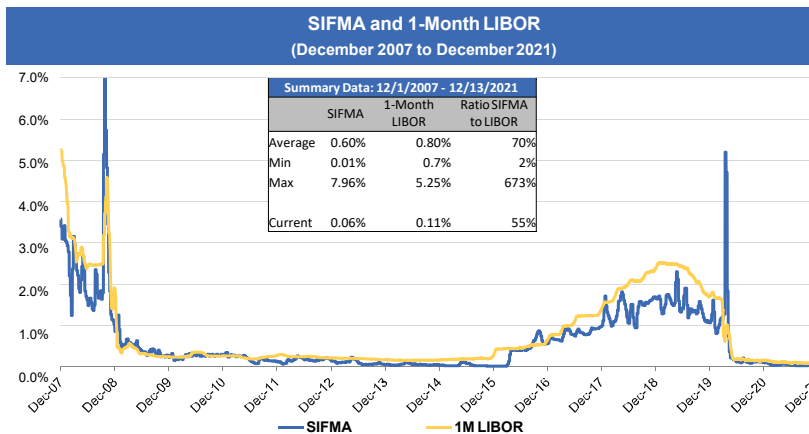


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### SIFMA and 1 Month LIBOR

- Short-term rates remain low, closely tracking the fed funds rate between 0% and 0.15%, after spiking in March 2020 due to investor needs for liquidity.



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## Municipal Market Supply

- Year-to-date municipal bond issuance volume through November 2021 totaled \$432 billion; almost at par with 2020 issuance volume and higher than pre-pandemic 2019 volumes.
- Driven by very low interest rates and a corresponding increase in taxable advance refundings in the low rate environment. Tax-exempt issuance volume (such as the proposed refunding) are relatively low, making them more attractive to investors.

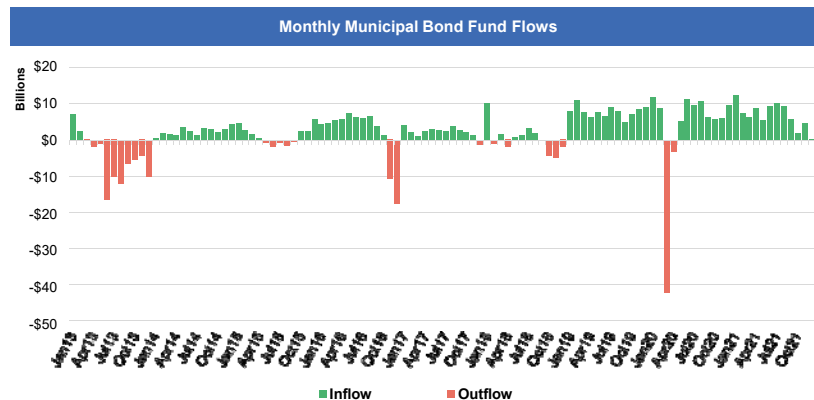
Monthly Municipal Market Supply over Last Five Years (in Billions)							
Month	2016	2017	2018	2019	2020	2021	% Change
January	\$25.74	\$36.05	\$21.51	\$25.06	\$32.79	\$28.26	-13.8%
February	\$31.76	\$23.39	\$18.01	\$26.39	\$42.23	\$36.60	-13.3%
March	\$42.53	\$32.89	\$26.08	\$27.76	\$20.26	\$47.64	135.1%
April	\$35.51	\$30.71	\$31.52	\$27.93	\$31.65	\$36.89	16.6%
May	\$42.71	\$38.71	\$35.19	\$29.19	\$30.99	\$34.99	12.9%
June	\$48.58	\$39.30	\$33.40	\$36.63	\$52.39	\$50.01	-4.5%
July	\$29.29	\$24.97	\$28.01	\$29.81	\$47.78	\$37.32	-21.9%
August	\$46.68	\$37.54	\$34.11	\$39.51	\$43.41	\$42.43	-2.2%
September	\$39.84	\$29.70	\$25.43	\$36.57	\$53.51	\$44.42	-17.0%
October	\$53.60	\$40.10	\$37.75	\$55.48	\$73.45	\$39.38	-46.4%
November	\$31.88	\$45.43	\$29.06	\$46.71	\$21.36	\$34.28	60.5%
December	\$19.40	\$69.83	\$25.84	\$40.89	\$34.80	-	-
YTD	\$428.12	\$378.79	\$320.07	\$381.04	\$449.82	\$432.22	-0.04%
Total	\$447.52	\$448.61	\$345.91	\$421.94	\$484.62	-	-

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## Municipal Market Demand

- Mutual funds are one of the largest investors in municipal bonds and the net inflow or net outflow from mutual funds is indicative of demand for municipal bonds
- With 19 consecutive months of net inflows to municipal bond funds, demand for municipal debt remains strong.



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## II. Summary of Outstanding Debt



### Summary of Outstanding Debt

- SBCTA has two series of sales tax revenue bonds outstanding totaling \$79.4 million.

- Debt Profile:** Annual debt service payments, as they stand today, are gradually increasing from \$13.3 million in 2022 to \$16.2 million in 2040

- Refunding Opportunity:**

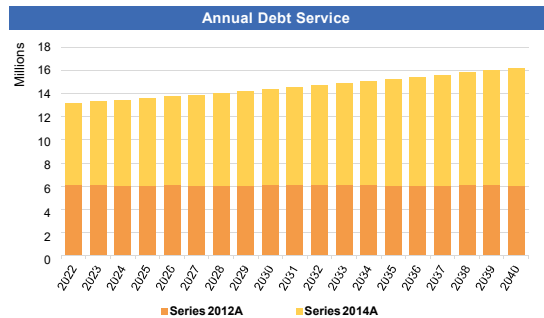
- Series 2012A bonds:**

- Callable March 1, 2022
- \$74 million callable par
- Will be refunded with the proposed issuance of Series 2022A bonds

- Series 2014A bonds:**

- Callable March 1, 2024
- Not included in the proposed refunding transaction

Outstanding Debt(as of December 13, 2021)							
Series	Tax Status	Original Par	Delivery Date	Final Maturity	Outstanding Par	Call Date	Callable Par
2012A	Tax-Exempt	91,880,000	3/28/12	3/1/40	76,650,000	3/1/22	74,075,000
2014A	Tax-Exempt	110,135,000	4/2/14	3/1/40	102,785,000	3/1/24	95,400,000
Total					179,435,000		169,475,000





### III. Transaction Overview and Refunding Savings



#### Sales Tax Revenue Refunding Bonds, 2022 Series A

##### Transaction Overview

**Purpose:** Refund Sales Tax Revenue Bonds, Series 2012A, for debt service savings

##### Structure:

- Tax Status: Tax-Exempt
- Fixed-rate bonds
- Final maturity: 3/1/2040
- Debt Structure: Aggregate Level Debt Service\*
- Optionality: 10-yr par call\*
- No DSRF
- No refunding escrow

##### Sources and Uses\*

Sources		Bond Statistics*	
Par Amount	\$58,515,000	Refunded Par (\$)	74,075,000
Premium	16,068,725	Cash Flow Savings (\$)	23,179,406
<b>Total Sources</b>	<b>\$74,583,725</b>	<b>NPV Savings (\$)</b>	<b>20,031,503</b>
Uses		NPV Savings (%)	
Refunding Deposit	\$74,075,000	<b>NPV Savings (%)</b>	<b>27.04%</b>
Cost of Issuance	508,725	All-in-TIC	1.85%
<b>Total Uses</b>	<b>\$74,583,725</b>		

##### Annual Refunding Savings\*

Fiscal Year	Prior Debt Service	Refunding Debt Service	Savings
6/30/2023	6,076,638	6,075,750	888
6/30/2024	6,077,638	6,023,250	54,388
6/30/2025	6,076,888	5,870,500	206,388
6/30/2026	6,074,138	5,727,250	346,888
6/30/2027	6,075,138	5,573,000	502,138
6/30/2028	6,074,388	5,418,250	656,138
6/30/2029	6,074,638	5,253,000	821,638
6/30/2030	6,076,388	5,097,750	978,638
6/30/2031	6,074,138	4,927,000	1,147,138
6/30/2032	6,072,638	4,756,500	1,316,138
6/30/2033	6,076,388	4,586,250	1,490,138
6/30/2034	6,076,313	4,401,250	1,675,063
6/30/2035	6,072,463	4,222,250	1,850,213
6/30/2036	6,074,613	4,034,000	2,040,613
6/30/2037	6,077,088	3,847,000	2,230,088
6/30/2038	6,073,825	3,651,250	2,422,575
6/30/2039	6,076,900	3,457,250	2,619,650
6/30/2040	6,075,694	3,255,000	2,820,694
<b>Total</b>	<b>109,355,906</b>	<b>86,176,500</b>	<b>23,179,406</b>



## IV. Pro Forma Debt Service Coverage



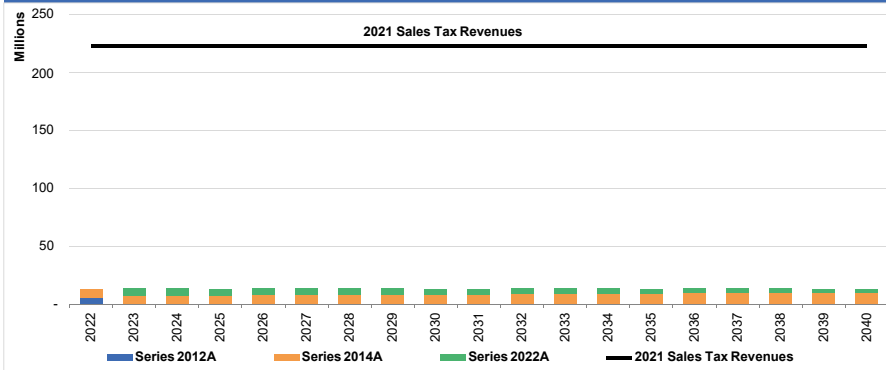
### Pro Forma Debt Service Coverage

- Based on FY2021 sales tax collection, projected Maximum Annual Debt Service (MADS) coverage after the refunding, is about 16.6x

#### Estimated Debt Service Coverage\*

<b>FY2021 Sales Tax Revenues</b>	222,320,683
<b>MADS</b>	13,387,813
<b>MADS Coverage</b>	16.61x

#### Estimated Total Debt Service\*





## Disclosures

*The views expressed within this material constitute the perspective and judgment of PFM at the time of distribution and are subject to change. Information is obtained from sources generally believed to be reliable and available to the public; however, PFM cannot guarantee its accuracy, completeness, or suitability. This material is for general information purposes only and is not intended to provide specific advice or recommendation. PFM is the marketing name for a group of affiliated companies providing a range of services. All services are provided through separate agreements with each company. Financial advisory services are provided by PFM Financial Advisors LLC and Public Financial Management, Inc. Both are registered municipal advisors with the Securities and Exchange Commission (SEC) and the Municipal Securities Rulemaking Board (MSRB) under the Dodd-Frank Act of 2010. Investment advisory services are provided by PFM Asset Management LLC which is registered with the SEC under the Investment Advisers Act of 1940. Swap advisory services are provided by PFM Swap Advisors LLC which is registered as a municipal advisor with both the MSRB and SEC under the Dodd-Frank Act of 2010, and as a commodity trading advisor with the Commodity Futures Trading Commission. Additional applicable regulatory information is available upon request. Consulting services are provided through PFM Group Consulting LLC. Institutional purchasing card services are provided through PFM Financial Services LLC. PFM's financial modeling platform for strategic forecasting is provided through PFM Solutions LLC. For more information regarding PFM's services or entities, please visit [www.pfm.com](http://www.pfm.com).*

**RESOLUTION NO. 22-040****RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF NOT TO EXCEED \$75,000,000 AGGREGATE PRINCIPAL AMOUNT OF SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY SALES TAX REVENUE REFUNDING BONDS (LIMITED TAX BONDS), THE EXECUTION AND DELIVERY OF A FIFTH SUPPLEMENTAL INDENTURE, PURCHASE CONTRACT, OFFICIAL STATEMENT AND CONTINUING DISCLOSURE CERTIFICATE AND THE TAKING OF ALL OTHER ACTIONS NECESSARY IN CONNECTION THEREWITH**

**WHEREAS**, the San Bernardino County Transportation Authority (the “Authority”) is a county transportation authority duly organized and existing pursuant to the San Bernardino County Transportation Authority Consolidation Act of 2017, being Chapter 7 of Division 12 of the Public Utilities Code of the State of California (Section 130800 et seq.) (as amended from time to time hereafter, the “Authority Act”) and is authorized pursuant to the Authority Act and the Local Transportation Authority and Improvement Act (the “Act”), being Division 19 of the Public Utilities Code of the State of California (Section 180000 et seq.) to, among other things, and with voter approval, levy a retail transactions and use tax in accordance with the provisions of Chapter 5 of the Act (Section 180200 et seq.) and Part 1.6 (commencing with Section 7251) of Division 2 of the California Revenue and Taxation Code (the “Sales Tax Law”);

**WHEREAS**, the Authority adopted Ordinance No. 89-1, named the “Transportation Expenditure Plan and Retail Transactions and Use Tax Ordinance” (as further amended and supplemented, “Ordinance No. 89-1”), on August 2, 1989, pursuant to the provisions of the Act, which Ordinance No. 89-1 provided for the imposition of a retail transactions and use tax (the “Sales Tax”) applicable in the incorporated and unincorporated territory of the County of San Bernardino (the “County”) in accordance with Chapter 5 of the Act and the Sales Tax Law at the rate of one-half of one percent (1/2%) for a period not to exceed twenty (20) years;

**WHEREAS**, by its terms, Ordinance No. 89-1 became effective at the close of the polls on November 7, 1989, the day of the election at which the proposition imposing the Sales Tax was approved by a majority vote of the electors voting on the measure, and the collection of the Sales Tax commenced on April 1, 1990;

**WHEREAS**, the Authority adopted Ordinance No. 04-01, named “An Ordinance Providing for the Continuation of a One-Half of One Percent Retail Transactions and Use Tax by the San Bernardino County Transportation Authority for Local Transportation Purposes and the Transportation Expenditure Plan” (the “Ordinance”) on June 2, 2004, pursuant to the provisions of the Act, which Ordinance provides for the continued imposition of the Sales Tax applicable in the incorporated and unincorporated territory of the County in accordance with the provisions of Chapter 5 of the Act and the Sales Tax Law at the rate of one-half of one percent (1/2%) for a period not to exceed thirty (30) years beginning April 1, 2010;

**WHEREAS**, the Ordinance became effective at the close of the polls on November 2, 2004, the day of the election at which the proposition providing for the continued imposition of the Sales Tax was approved by more than two-thirds of the electors voting on the measure;

**WHEREAS**, the Authority is authorized by the Authority Act, the Act, the Ordinance and Article 10 and Article 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code (Section 53570 *et seq.*) (the “Refunding Bond Law”) to issue from time to time limited tax bonds authorized by voters concurrently with the approval of the Sales Tax, secured and payable in whole or in part from revenues of the Sales Tax (“Sales Tax Revenues”), in an aggregate principal amount at any one time outstanding not to exceed the estimated proceeds of the Sales Tax, for capital outlay expenditures for transportation purposes as set forth in the Act and the Ordinance, including to carry out the transportation projects described in the San Bernardino County Transportation Authority Expenditure Plan adopted as part of the Ordinance (including any amendments thereto, the “Expenditure Plan”);

**WHEREAS**, the Authority has heretofore issued \$91,880,000 aggregate principal amount of its Sales Tax Revenue Bonds (Limited Tax Bonds), 2012 Series A (the “2012 Bonds”), pursuant to an Indenture dated as of March 1, 2012 (as amended from time to time, the “Indenture”), as amended and supplemented by a First Supplemental Indenture, dated as of March 1, 2012, each entered into by the Authority and U.S. Bank National Association, as successor trustee (the “Trustee”);

**WHEREAS**, the 2012 Bonds are currently outstanding in the aggregate principal amount of \$76,650,000;

**WHEREAS**, in order to provide funds to refund the outstanding 2012 Bonds, the Authority hereby determines to issue one or more new series or subseries of limited tax bonds, in an aggregate principal amount not to exceed seventy-five million dollars (\$75,000,000), which is the estimated cost of accomplishing the purposes for which such limited tax bonds are being issued and which amount does not exceed the amount of limited tax bonds which the Authority is authorized to issue pursuant to the Act and the Authority Act, and the Authority has determined that such bonds shall be secured by a lien on the Sales Tax Revenues collected pursuant to the Ordinance and the Sales Tax Law, and shall be designated, subject to changed or additional series and subseries designations, as the “San Bernardino County Transportation Authority Sales Tax Revenue Refunding Bonds (Limited Tax Bonds) 2022 Series A” (the “Bonds”);

**WHEREAS**, the Authority hereby further determines that the Bonds shall be issued pursuant to the Indenture, as supplemented to date, and a Fifth Supplemental Indenture (the “Fifth Supplemental Indenture”), which Fifth Supplemental Indenture is proposed to be entered into by the Authority and the Trustee;

**WHEREAS**, the proceeds of the Bonds will be applied pursuant to the provisions of the Act, the Authority Act, the Ordinance, the Refunding Bond Law, the Expenditure Plan and the Indenture, including as supplemented by the Fifth Supplemental Indenture as finally executed and delivered, for the following purposes: (i) to refund the outstanding 2012 Bonds and (ii) to pay costs incurred in connection with the issuance of such Bonds;

**WHEREAS**, in order to set forth the terms of sale of the Bonds, the Authority proposes to enter into a bond purchase agreement (the “Purchase Contract”) with Wells Fargo Bank, N.A. (the “Underwriter”), and, in order to facilitate the offering of the Bonds; the Authority proposes to execute and deliver an official statement (the “Official Statement”) describing the Bonds and certain related matters;

**WHEREAS**, the Authority has appointed PFM Financial Advisors LLC as municipal advisor to the Authority (the “Municipal Advisor”), and has retained Stradling Yocca Carlson & Rauth, a Professional Corporation, as bond counsel and disclosure counsel to the Authority;

**WHEREAS**, the Authority has been presented with proposed forms of Fifth Supplemental Indenture, Purchase Contract, Continuing Disclosure Certificate and the Official Statement in preliminary form (the “Preliminary Official Statement”) relating to the financing described herein (the “Financing”), and the Authority has examined and approved each document and desires to authorize and direct the execution of such documents as are specified herein and such other documents as are necessary or advisable in connection with the Financing and to authorize and direct the consummation of the Financing; and

**WHEREAS**, in compliance with SB 450, the Authority has obtained from the Municipal Advisor the required good faith estimates and such estimates are disclosed and set forth in Exhibit A attached hereto; and

**WHEREAS**, all acts, conditions and things required by the Act, the Authority Act, the Sales Tax Law, the Ordinance, the Refunding Bond Law, the Expenditure Plan, and the Constitution and laws of the State of California to exist, to have happened and to have been performed precedent to and in connection with the consummation of the Financing authorized hereby do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the Authority is now duly authorized and empowered, pursuant to each and every requirement of law, to authorize such Financing, including the issuance of the Bonds pursuant to the Indenture and Fifth Supplemental Indenture, and to authorize the execution of the Fifth Supplemental Indenture, the Purchase Contract, the Official Statement and the Continuing Disclosure Certificate for the purposes, in the manner and upon the terms provided;

**NOW, THEREFORE, BE IT RESOLVED BY THE SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY as follows:**

**Section 1.** The Authority finds and determines that the foregoing recitals are true and correct.

**Section 2.** The issuance by the Authority of not to exceed \$75,000,000 aggregate principal amount of San Bernardino County Transportation Authority Sales Tax Revenue Refunding Bonds (Limited Tax Bonds), 2022 Series A, in accordance with the provisions set forth in the Fifth Supplemental Indenture, in one or more series or subseries or additional series and subseries designations, as applicable, is hereby authorized and approved.

**Section 3.** The proposed form of Fifth Supplemental Indenture presented to this meeting and the terms and conditions thereof are hereby approved. The structure, date, maturity date or dates (not to exceed March 1, 2040), fixed interest rate or rates (such rates not to exceed a maximum of 5.00% per annum) or methods of determining the same, principal and interest payment dates, forms, registration and conversion and exchange privileges, if any, place or places of payment, terms of redemption, mandatory purchase, authorized denominations of \$5,000 or integral multiples thereof, series and sub-series designations, form of bonds and other terms of the Bonds shall be (subject to the foregoing limitations) as provided in the Indenture and the Second Supplemental Indenture as it is finally executed and delivered.



The Executive Director of the Authority (the “Executive Director”) and the Chief Financial Officer of the Authority (the “Chief Financial Officer” and, together with the Executive Director, referred to herein as an “Authorized Officer”) are singly hereby authorized and directed, for and in the name and on behalf of the Authority, to execute and deliver the Fifth Supplemental Indenture, in substantially said form, with such changes therein as the Authorized Officer executing the same may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof

**Section 4.** The proposed form of Purchase Contract presented to this meeting and the terms and conditions thereof are hereby approved. An Authorized Officer is hereby authorized and directed, for and in the name and on behalf of the Authority, (i) to sell the Bonds pursuant to the Purchase Contract to the Underwriter, and (ii) to execute and deliver a Purchase Contract, in substantially said form, with such changes therein as the Authorized Officer executing the same may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof, provided that the Underwriters' compensation set forth therein shall not exceed 0.20% of the principal amount of the Bonds and the true interest cost (“TIC”) to the Authority of the Bonds shall not exceed 3.00%.

**Section 5.** The proposed form of Preliminary Official Statement presented to this meeting is hereby approved, and an Authorized Officer is hereby authorized and directed to append the Authority’s Annual Comprehensive Financial Report for the year ended June 30, 2021 to such Preliminary Official Statement. An Authorized Officer is hereby authorized and directed to execute and deliver to the Underwriter a certificate deeming final the Preliminary Official Statement, in substantially the form presented to this meeting and with such changes as the Authorized Officer approves in the interest of the Authority, within the meaning of Securities Exchange Commission Rule 15c2-12. The Underwriter is hereby authorized to distribute the Preliminary Official Statement in the form so deemed final by the Authorized Officer. An Authorized Officer is hereby authorized and directed, for and in the name and on behalf of the Authority, to execute and deliver a final Official Statement, in substantially said form, including the Authority's Annual Comprehensive Financial Report for the year ended June 30, 2021 appended thereto by an Authorized Officer, and with such changes therein as the officer executing the same may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof.

**Section 6.** The proposed form of Continuing Disclosure Certificate presented to this meeting is hereby approved. An Authorized Officer is hereby authorized and directed, for and in the name and on behalf of the Authority, to execute and deliver the Continuing Disclosure Certificate, in substantially said form, with such changes therein as such officer executing the same may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof.

**Section 7.** All approvals, consents, directions, notices, orders, requests and other actions permitted or required by any of the documents authorized by this Resolution, including, without limitation, any amendment of any of the documents authorized by this Resolution or any other agreement related thereto, or any reserve facility, any investment of proceeds of the Bonds, or in connection with the addition, substitution or replacement of underwriters, or any agreements with paying agents, the removal or replacement of the Trustee or any similar action may be given or taken by an Authorized Representative (as such term is defined in the Indenture), without further authorization or direction by this Board, and each Authorized Representative is hereby authorized and directed to give any such approval, consent, direction, notice, order, request, or take other action and to execute such documents which such Authorized Representative or Director may deem necessary or desirable to further the purposes of this Resolution.



**Section 8.** All actions heretofore taken by the officers and agents of the Authority with respect to the Financing, the refunding of the 2012 Bonds and the issuance and sale of the Bonds are hereby ratified, confirmed and approved. If at the time of execution of any of the documents authorized herein, the Executive Director is unavailable, such documents may be executed by the Deputy Executive Director of the Authority or the Chief Financial Officer in lieu of the Executive Director. The Chief Financial Officer of the Authority shall act as the Auditor-Controller of the Authority for execution of the Bonds. The Clerk of the Board of the Authority is hereby authorized to attest to the execution by the President or Executive Director or the Deputy Executive Director or the Chief Financial Officer of any of such documents as said officers deem appropriate.

The proper officers, directors and agents of the Authority are hereby authorized and directed, jointly and severally, for and in the name and on behalf of the Authority, to adopt written procedures relating to its bonds and to do any and all things, attend rating agency presentations and take any and all actions and execute and deliver any and all agreements, certificates and documents, including, without limitation, signature certificates, certificates concerning the contents of the Official Statement and the representations and warranties in the Purchase Contract, any tax certificates or agreements, any agreements for depository or verification services, and any agreements for rebate compliance services, which they, or any of them, may deem necessary or advisable in order to consummate the Financing and the issuance and sale of the Bonds and otherwise to carry out, give effect to and comply with the terms and intent of the Ordinance, this Resolution, the Bonds and the documents approved hereby.

**Section 9.** This Resolution shall take effect from and after the date of approval and adoption hereof.

**APPROVED AND ADOPTED** by the San Bernardino County Transportation Authority at its meeting on February 2, 2022.

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Curt Hagman, President  
San Bernardino County Transportation Authority

ATTEST:

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

DRAFT

Attachment: Resolution of Issuance (SBCTA 2022 Bonds) (8131 : Draft Resolution No. 22-040 and Bonding documents to Refund the 2012

CERTIFICATE OF THE CLERK OF THE BOARD OF DIRECTORS OF THE SAN  
BERNARDINO COUNTY TRANSPORTATION AUTHORITY

I, Marleana Roman, Clerk of the Board of Directors of the San Bernardino County Transportation Authority (the “Authority”), hereby certify that the foregoing is a full, true and correct copy of a resolution duly adopted by at least a majority vote of the Authority at a meeting of the governing board of said Authority duly and regularly held in San Bernardino, California, on February 2, 2022, of which meeting all of the members of said Authority had due notice.

I further certify that I have carefully compared the foregoing copy with the original minutes of said meeting on file and of record in my office; that said copy is a full, true and correct copy of the original resolution adopted at said meeting and entered in said minutes; and that said resolution has not been amended, modified, rescinded or revoked in any manner since the date of its adoption, and the same is now in full force and effect.

I further certify that an agenda of said meeting was posted at least 72 hours before said meeting online at a public website or at a location in San Bernardino, California, freely accessible to the public and a brief general description of the resolution to be adopted at said meeting appeared on said agenda.

IN WITNESS WHEREOF, I have executed this certificate hereto as of this date,  
\_\_\_\_\_, 2022.

By: \_\_\_\_\_  
Marleana Roman, Clerk of the Board  
San Bernardino County Transportation  
Authority

## EXHIBIT A

## SB 450 GOOD FAITH ESTIMATES

The good faith estimates set forth herein are provided with respect to the Bonds in accordance with California Government Code Section 5852.1. Such good faith estimates have been provided to the Authority by PFM Financial Advisors LLC, the Authority's municipal advisor (the "Municipal Advisor").

*Principal Amount.* The Municipal Advisor has informed the Authority that, based on the Authority's financing plan and current market conditions, its good faith estimate of the aggregate principal amount of the Bonds to be sold is \$58,530,000 (the "Estimated Principal Amounts").

*True Interest Cost of the Bonds.* The Municipal Advisor has informed the Authority that, assuming that the respective Estimated Principal Amounts of the Bonds are sold, and based on market interest rates prevailing at the time of preparation of such estimate, its good faith estimate of the true interest cost of the Bonds, which means the rate necessary to discount the amounts payable on the respective principal and interest payment dates to the purchase price received for the Bonds, is 1.78%.

*Finance Charge of the Bonds.* The Municipal Advisor has informed the Authority that, assuming that the Estimated Principal Amounts of the Bonds are sold, and based on market interest rates prevailing at the time of preparation of such estimate, its good faith estimate of the finance charge for the Bonds, which means the sum of all fees and charges paid to third parties (or costs associated with the Bonds), is \$508,000.

*Amount of Proceeds to be Received.* The Municipal Advisor has informed the Authority that, assuming that the Estimated Principal Amounts of the Bonds are sold, and based on market interest rates prevailing at the time of preparation of such estimate, its good faith estimate of the amount of proceeds expected to be received by the Authority for sale of the Bonds, less the finance charge of the Bonds, as estimated above, and any capitalized interest on the Bonds paid or funded with proceeds of the Bonds, is \$74,075,000.

*Total Payment Amount.* The Municipal Advisor has informed the Authority that, assuming that the Estimated Principal Amounts of the Bonds are sold, and based on market interest rates prevailing at the time of preparation of such estimate, its good faith estimate of the total payment amount, which means the sum total of all payments the Authority will make to pay debt service on the Bonds, plus the finance charge for the Bonds, as described above, not paid with the respective proceeds of the Bonds, calculated to the final maturity of the Bonds, is \$86,161,250 and the annual cost to administer the Bonds, not paid with proceeds of the Bonds is \$\_\_\_\_\_.

The foregoing estimates constitute good faith estimates only and are based on market conditions prevailing at the time of preparation of such estimates on December 14, 2022. The actual principal amount of the Bonds issued and sold, the true interest cost thereof, the finance charges thereof, the amount of proceeds received therefrom and total payment amount with respect thereto may differ from such good faith estimates due to (a) the actual date of the sale of the Bonds being different than the date assumed for purposes of such estimates, (b) the actual principal amount of Bonds sold being different from the respective Estimated Principal Amounts, (c) the actual

amortization of the Bonds being different than the amortization assumed for purposes of such estimates, (d) the actual market interest rates at the time of sale of the Bonds being different than those estimated for purposes of such estimates, (e) other market conditions, or (f) alterations in the Authority's financing plan, or a combination of such factors. The actual date of sale of the Bonds and the actual principal amount of Bonds sold will be determined by the Authority based on various factors. The actual interest rates borne by the Bonds will depend on market interest rates at the time of sale thereof. The actual amortization of the Bonds will also depend, in part, on market interest rates at the time of sale thereof. Market interest rates are affected by economic and other factors beyond the control of the Authority.

DRAFT

Stradling Yocca Carlson & Rauth  
Draft of 12/15/21

PRELIMINARY OFFICIAL STATEMENT DATED \_\_\_\_, 2022

**NEW ISSUE—BOOK-ENTRY ONLY**

**RATINGS:**

**S&P:** \_\_\_\_\_

**Fitch:** \_\_\_\_\_

*In the opinion of Stradling Yocca Carlson & Rauth, a Professional Corporation, Newport Beach, California, Bond Counsel, under existing statutes, regulations, rulings and judicial decisions, and assuming certain representations and compliance with certain covenants and requirements described in this Official Statement, interest (and original issue discount) on the Series 2022 Bonds is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of calculating the federal alternative minimum tax imposed on individuals. In the further opinion of Bond Counsel, interest (and original issue discount) on the Series 2022 Bonds is exempt from State of California personal income taxes. See "TAX MATTERS" herein.*

\$ \_\_\_\_\_  
**SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY**  
**Sales Tax Revenue Refunding Bonds**  
**(Limited Tax Bonds)**  
**2022 Series A**

**Dated: Date of Delivery**

**Due: March 1 as shown on the inside cover**

The San Bernardino County Transportation Authority Sales Tax Revenue Refunding Bonds (Limited Tax Bonds), 2022 Series A in the aggregate principal amount of \$ \_\_\_\_\_\* (the "Series 2022 Bonds") are being issued by the San Bernardino County Transportation Authority (the "Authority") pursuant to an Indenture, dated as of March 1, 2012 (the "2012 Indenture"), as supplemented to date, including as supplemented by a Fifth Supplemental Indenture, dated as of March 1 2022 (the "Fifth Supplemental Indenture" and, together with the 2012 Indenture as supplemented to date, the "Indenture"), between the Authority and U.S. Bank National Association, as trustee (the "Trustee"). Proceeds of the Series 2022 Bonds will be applied to: (i) refund the Authority's outstanding Sales Tax Revenue Bonds (Limited Tax Bonds), 2012 Series A, as described herein, and (ii) pay costs of issuance of the Series 2022 Bonds. See "REFUNDING PLAN" herein.

The Series 2022 Bonds will be registered in the name of Cede & Co, as holder of the Series 2022 Bonds and nominee for The Depository Trust Company ("DTC"), New York, New York. Purchasers will not receive certificates representing their interest in the Series 2022 Bonds purchased. The principal and interest on the Series 2022 Bonds are payable by wire transfer to DTC which, in turn, will remit such principal or interest to the DTC Participants for subsequent disbursement to the beneficial owners of the Series 2022 Bonds, as more fully discussed herein. See APPENDIX E — "BOOK-ENTRY SYSTEM."

The Series 2022 Bonds will bear interest at the rates set forth in the inside cover page. Interest is payable on March 1 and September 1 of each year, commencing September 1, 2022. The Series 2022 Bonds are being issued as fully registered bonds without coupons in book-entry form and in the denominations of \$5,000 and any integral multiple thereof.

The Series 2022 Bonds are subject to mandatory sinking fund redemption by the Authority prior to maturity as described in this Official Statement. The Series 2022 Bonds also are subject to optional redemption or purchase by the Authority prior to maturity as described in this Official Statement.

The Series 2022 Bonds are limited obligations of the Authority secured by a pledge of the Sales Tax Revenues and certain funds held by the Trustee. The Sales Tax is a one-half of one percent (0.5%) retail transactions and use tax which took effect in the County of San Bernardino (the "County") on April 1, 1990. On November 2, 2004 more than two-thirds of the electorate of the County approved a continuation, until March 31, 2040, of the Sales Tax that had been set to expire on March 31, 2010. The Series 2022 Bonds are secured by a pledge of amounts collected on account of the Sales Tax, less certain administrative fees paid to the California Department of Tax and Fee Administration in connection with the collection and disbursement of the Sales Tax (the "Sales Tax Revenues"). See "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2022 BONDS" herein.

THE SERIES 2022 BONDS ARE LIMITED OBLIGATIONS OF THE AUTHORITY AND ARE PAYABLE SOLELY, BOTH AS TO PRINCIPAL AND INTEREST, FROM REVENUES, PRIMARILY CONSISTING OF SALES TAX REVENUES, AND CERTAIN FUNDS HELD BY THE TRUSTEE UNDER THE INDENTURE AND THE AUTHORITY IS NOT OBLIGATED TO PAY THE SERIES 2022 BONDS EXCEPT FROM SUCH REVENUES AND SUCH FUNDS AND PROCEEDS. THE SERIES 2022 BONDS DO NOT CONSTITUTE A DEBT OR LIABILITY OF THE STATE OR ANY POLITICAL SUBDIVISION OF THE STATE OTHER THAN THE AUTHORITY, OR A PLEDGE OF THE FULL FAITH AND CREDIT OF THE STATE OR OF ANY POLITICAL SUBDIVISION OF THE STATE. THE GENERAL FUND OF THE AUTHORITY IS NOT LIABLE, AND THE CREDIT OR TAXING POWER (OTHER THAN AS DESCRIBED IN THE INDENTURE) OF THE AUTHORITY IS NOT PLEDGED, FOR THE PAYMENT OF THE SERIES 2022 BONDS OR THEIR INTEREST OR ANY PREMIUM DUE THEREON. THE SERIES 2022 BONDS ARE NOT SECURED BY A LEGAL OR EQUITABLE PLEDGE OF, OR CHARGE, LIEN OR ENCUMBRANCE UPON, ANY OF THE PROPERTY OF THE AUTHORITY OR ANY OF ITS INCOME OR RECEIPTS, EXCEPT THE SALES TAX REVENUES AND FUNDS HELD UNDER THE INDENTURE.

**This cover page contains certain information for general reference only. It is not a summary of the security or terms of this issue. Investors must read the entire Official Statement to obtain information essential to making an informed investment decision with respect to the Series 2022 Bonds.**

*The Series 2022 Bonds will be offered when, as and if received by the Underwriter, subject to the approval of validity by Stradling Yocca Carlson & Rauth, a Professional Corporation, Newport Beach, California, Bond Counsel, and certain other conditions. Stradling Yocca Carlson & Rauth, a Professional Corporation, Newport Beach, California, is also acting as Disclosure Counsel to the Authority. Certain legal matters will be passed on for the Authority by its General Counsel, and for the Underwriter by its counsel, Nixon Peabody LLP. It is anticipated that the Series 2022 Bonds in definitive form will be available for delivery through the facilities of DTC on or about \_\_\_\_, 2022.*

**WELLS FARGO SECURITIES**

Dated: \_\_\_\_, 2022

\* Preliminary, subject to change.

4879-2056-3460v4/200947-0001

\$ \_\_\_\_\_ \*

**SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY**  
**Sales Tax Revenue Refunding Bonds**  
**(Limited Tax Bonds)**  
**2022 Series A**

**Maturity Schedule**

<i><b>Maturity Date</b></i> <i><b>(March 1)</b></i>	<i><b>Principal</b></i> <i><b>Amount</b></i>	<i><b>Interest</b></i> <i><b>Rate</b></i>	<i><b>Yield</b></i>	<i><b>Price</b></i>	<i><b>CUSIP</b></i> <i><b>(Base No. 796846)<sup>†</sup></b></i>
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\$ \_\_\_\_\_ % Term Bond Due March 1, 20\_\_ Yield: \_\_\_\_\_ % Price: \_\_\_\_\_ CUSIP No. \_\_\_\_\_<sup>†</sup>

\$ \_\_\_\_\_ % Term Bond Due March 1, 20\_\_ Yield: \_\_\_\_\_ % Price: \_\_\_\_\_ CUSIP No. \_\_\_\_\_<sup>†</sup>

\* Preliminary, subject to change.

<sup>†</sup> CUSIP® is a registered trademark of the American Bankers Association. CUSIP Global Services (CGS) is managed on behalf of the American Bankers Association by S&P Global Market Intelligence. Copyright(c) 2021 CUSIP Global Services. All rights reserved. CUSIP® data herein is provided by CUSIP Global Services. This data is not intended to create a database and does not serve in any way as a substitute for the CGS database. CUSIP® numbers are provided for convenience of reference only. Neither the Authority or the Underwriter or their agents or counsel assume responsibility for the accuracy of such numbers.



No dealer, salesman or any other person has been authorized by the San Bernardino County Transportation Authority (the “Authority”) or the underwriter of the Series 2022 Bonds (the “Underwriter”) to give any information or to make any representations, other than those contained in this Official Statement, and, if given or made, such other information or representations must not be relied upon as having been authorized by the Authority or the Underwriter.

This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of the Series 2022 Bonds in any jurisdiction in which it is unlawful to make such an offer, solicitation or sale. This Official Statement is not to be construed as a contract with the purchasers of the Series 2022 Bonds. Neither the delivery of this Official Statement nor the sale of any of the Series 2022 Bonds implies that the information herein is correct as of any time subsequent to the date hereof. The information and expressions of opinion herein are subject to change without notice, and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create the implication that there has been no change in the matters described herein since the date hereof. This Official Statement is submitted in connection with the sale of securities referred to herein and may not be reproduced or be used, as a whole or in part, for any other purpose.

The information set forth herein has been obtained from the Authority and other sources believed to be reliable. The information and expressions of opinions herein are subject to change without notice and neither delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the Authority since the date hereof. All summaries contained herein of the Indenture (as defined herein) or other documents are made subject to the provisions of such documents and do not purport to be complete statements of any or all of such provisions. All statements made herein are made as of the date of this document by the Authority except statistical information or other statements where some other date is indicated in the text.

The Underwriter has provided the following sentence for inclusion in this Official Statement. The Underwriter has reviewed the information in this Official Statement in accordance with, and as part of, its responsibility to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information.

IN CONNECTION WITH THIS OFFERING, THE UNDERWRITER MAY OVERALLOT OR EFFECT TRANSACTIONS WHICH STABILIZE OR MAINTAIN THE MARKET PRICE OF THE SERIES 2022 BONDS AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL ON THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME. THE UNDERWRITER MAY OFFER AND SELL THE SERIES 2022 BONDS TO CERTAIN DEALERS AND OTHERS AT PRICES LOWER OR YIELDS HIGHER THAN THE PUBLIC OFFERING PRICES OR YIELDS STATED ON THE INSIDE COVER PAGE HEREOF AND SUCH PUBLIC OFFERING PRICES OR YIELDS MAY BE CHANGED FROM TIME TO TIME BY THE UNDERWRITER.

This Official Statement, including any supplement or amendment hereto, is intended to be deposited with the Municipal Securities Rulemaking Board through the Electronic Municipal Marketplace Access (“EMMA”) website. The Authority maintains a website; however, the information presented therein is not part of this Official Statement and should not be relied upon in making investment decisions with respect to the Series 2022 Bonds.

References to website addresses presented herein are for informational purposes only and may be in the form of a hyperlink solely for the reader’s convenience. Unless specified otherwise, such websites and the information or links contained therein are not incorporated into, and are not part of, this Official Statement for purposes of, and as that term is defined in, Rule 15c2-12 of the U.S. Securities and Exchange Commission promulgated under the Securities Exchange Act of 1934, as amended.

## FORWARD-LOOKING STATEMENTS

Certain statements included or incorporated by reference in this Official Statement constitute forward-looking statements. Such statements are generally identifiable by the terminology used such as “plan,” “project,” “expect,” “anticipate,” “intend,” “believe,” “estimate,” “budget” or other similar words. The achievement of certain results or other expectations contained in such forward-looking statements involve known and unknown risks, uncertainties and other factors which may cause actual results, performance or achievements described to be materially different from any future results, performance or achievements expressed or implied by such forward-looking statements. No assurance is given that actual results will meet the forecasts of the Authority in any way, regardless of the level of optimism communicated in the information. The Authority is not obligated to issue any updates or revisions to forward-looking statements in any event.

# SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

## BOARD OF DIRECTORS

### President

Curt Hagman, County of San Bernardino

### Vice President

Art Bishop, Town of Apple Valley

Daniel Ramos  
Paul Courtney  
Rick Herrick  
Eunice Ulloa  
Ray Marquez  
Frank Navarro  
Acquanetta Warren  
Darcy McNaboe  
Cameron Gregg  
Larry McCallon  
Rhodes "Dusty" Rigbsy  
John Dutrey  
Edward Paget  
Alan Wapner

City of Adelanto  
City of Barstow  
City of Big Bear Lake  
City of Chino  
City of Chino Hills  
City of Colton  
City of Fontana  
City of Grand Terrace  
City of Hesperia  
City of Highland  
City of Loma Linda  
City of Montclair  
City of Needles  
City of Ontario

L. Dennis Michael  
Paul Barich  
Deborah Robertson  
John Valdivia  
Joel Klink  
Carlos A. Garcia  
Debra Jones  
David Avila  
Rick Denison  
Paul Cook  
Janice Rutherford  
Dawn Rowe  
Joe Baca, Jr.

City of Rancho Cucamonga  
City of Redlands  
City of Rialto  
City of San Bernardino  
City of Twentynine Palms  
City of Upland  
City of Victorville  
City of Yucaipa  
Town of Yucca Valley  
County of San Bernardino  
County of San Bernardino  
County of San Bernardino  
County of San Bernardino

## MANAGEMENT

### Executive Director

Raymond Wolfe

### General Counsel

Julianna Tillquist

### Clerk of the Board

Marleana Roman

### Deputy Executive Director

Duane Baker

### Chief Financial Officer

Hilda Flores

### Director of Fund Administration

Andrea Zureick

### Director of Legislative and Public Affairs

Otis Greer

### Director of Planning

Steve Smith

### Director of Project Delivery and Toll Operations

Paula Beauchamp

### Director of Project Delivery

Henry Sultz

### Director of Toll Operations

Tim Byrne

### Director of Special Projects and Strategic Initiatives

Beatriz Valdez

### Director of Transit and Rail Programs

Carolyn Schindler

### Deputy Director of Transit and Rail Programs—

Capital Delivery

Victor Lopez

## SPECIAL SERVICES

### Bond Counsel and Disclosure Counsel

Stradling Yocca Carlson & Rauth,  
a Professional Corporation  
Newport Beach, California

### Municipal Advisor

PFM Financial Advisors LLC  
San Francisco, California

### Trustee

U.S. Bank National Association  
Los Angeles, California

[INSERT REGIONAL MAP]

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**OFFICIAL STATEMENT**  
**\$ \_\_\_\_\_ \***  
**SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY**  
**Sales Tax Revenue Refunding Bonds**  
**(Limited Tax Bonds)**  
**2022 Series A**

**INTRODUCTION**

**General**

This Official Statement, which includes the cover page and the appendices hereto, sets forth certain information in connection with the offering by the San Bernardino County Transportation Authority (the “Authority”) of \$ \_\_\_\_\_ \* aggregate principal amount of San Bernardino County Transportation Authority Sales Tax Revenue Refunding Bonds (Limited Tax Bonds), 2022 Series A (the “Series 2022 Bonds”).

**Authority for Issuance**

The Series 2022 Bonds are being issued by the Authority under and pursuant to the authority granted under Division 19 of the Public Utilities Code of the State of California (the “Act”), the San Bernardino County Transportation Authority Consolidation Act of 2017, being Chapter 7 of Division 12 of the Public Utilities Code of the State of California (Section 130800 et seq.) (as amended from time to time hereafter, the “Authority Act”), Article 10 and Article 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code (Section 53570 et seq.) and pursuant to the Indenture, dated as of March 1, 2012 (the “2012 Indenture”), as supplemented by a First Supplemental Indenture, dated as of March 1, 2012 (the “First Supplemental Indenture”), by a Second Supplemental Indenture, dated as of March 1, 2014 (the “Second Supplemental Indenture”), by a Third Supplemental Indenture, dated as of April 1, 2019 (the “Third Supplemental Indenture”), by a Fourth Supplemental Indenture, dated as of June 1, 2021 (the “Fourth Supplemental Indenture”) and by a Fifth Supplemental Indenture, dated as of March 1, 2022 (the “Fifth Supplemental Indenture” and, together with the 2012 Indenture, the First Supplemental Indenture, the Second Supplemental Indenture, the Third Supplemental Indenture and the Fourth Supplemental Indenture, the “Indenture”), between the Authority and U.S. Bank National Association, as trustee (the “Trustee”). All capitalized terms used and not otherwise defined herein shall have the meanings assigned to such terms in APPENDIX C — “DEFINITIONS AND SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE,” or, if not defined therein, in the Indenture.

**Purpose and Application of Proceeds**

Proceeds of the Series 2022 Bonds will be applied to: (i) refund the Authority’s outstanding Sales Tax Revenue Bonds (Limited Tax Bonds), 2012 Series A (the “Series 2012 Bonds”), as described herein, and (ii) pay costs of issuance of the Series 2022 Bonds. See “THE REFUNDING PLAN” and “ESTIMATED SOURCES AND USES OF FUNDS” herein.

**The County and the Authority**

The County of San Bernardino (the “County”) was established by an act of the State Legislature on April 23, 1853, which formed the County from the eastern part of Los Angeles County. The County includes twenty-four incorporated cities and encompasses an area of over 20,000 square miles, making it the largest county in California in terms of geographical area. As of January 2021, the County’s population was over 2.1 million. The jurisdiction of the Authority is coterminous with that of the County. The Authority oversees the planning, design, right of way and construction of certain improvements on local streets, roads and highways, as

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\* Preliminary, subject to change.



well as State highways, freeways and commuter rail lines. The Authority also distributes funding for the operation of public transit systems within the County. See “THE AUTHORITY” herein.

### **The Series 2022 Bonds**

The Series 2022 Bonds will mature on March 1 in the years and in the principal amounts shown on the inside cover of this Official Statement. Interest on the Series 2022 Bonds will be payable on each March 1 and September 1, commencing September 1, 2022. The Series 2022 Bonds will be issued as fully registered bonds without coupons in book-entry form and in the denominations of \$5,000 and any integral multiple thereof. The Series 2022 Bonds will be registered in the name of Cede & Co., as holder of the Series 2022 Bonds and nominee for The Depository Trust Company (“DTC”). Purchasers will not receive physical certificates representing their interest in the Series 2022 Bonds purchased. See APPENDIX E — “BOOK-ENTRY SYSTEM.”

The Series 2022 Bonds are subject to redemption prior to their maturity, as described herein. See “THE SERIES 2022 BONDS — Redemption” herein.

### **Security**

The Series 2022 Bonds are limited obligations of the Authority secured by a pledge of the Sales Tax Revenues. Sales Tax Revenues (as defined below) consist of sales tax revenues derived from a one-half of one percent (0.5%) retail transactions and use tax (the “Sales Tax”), imposed in accordance with the Act, the Authority Act and the California Transactions and Use Tax Law (Revenue and Taxation Code Section 7251 *et seq.*), less certain administrative fees paid to the California State Board of Equalization (the “State Board of Equalization”) in connection with the collection and disbursement of the Sales Tax (the “Sales Tax Revenues”).

The Taxpayer Transparency and Fairness Act of 2017 restructured the State Board of Equalization into three separate entities: the State Board of Equalization, the California Department of Tax and Fee Administration (the “CDTFA”) and the Office of Tax Appeals. The CDTFA handles most of the taxes and fees previously collected by the State Board of Equalization, including the Sales Tax.

The Sales Tax was approved by the majority of the electorate of the incorporated and unincorporated portions of the County voting on the original Measure I ballot measure on November 7, 1989 (“Ordinance No. 89-1”) which imposed the Sales Tax in the County for a twenty-year period. On January 3, 1990, the Authority adopted an ordinance that amended certain provisions of the 1989 Ordinance. The Sales Tax was scheduled to expire on March 31, 2010. On November 2, 2004, more than two-thirds of the electorate of the County approved a continuation of the Sales Tax pursuant to Ordinance No. 04-01 (the “Ordinance”) which provided for an extension of the Sales Tax through March 31, 2040 and appended a new capital expenditure plan (the “Expenditure Plan”) for the revenue to be derived from the extension.

The Series 2022 Bonds are secured by Sales Tax Revenues collected pursuant to the Ordinance, on a parity with the Authority’s Sales Tax Revenue Bonds (Limited Tax Bonds), 2014 Series A (the “Series 2014 Bonds”). See “THE SALES TAX — Obligations Payable from Sales Tax Revenues.” Pursuant to the Indenture, the Authority may issue additional limited tax bonds secured by a lien and charge upon the Sales Tax Revenues on a parity with the Series 2014 Bonds and the Series 2022 Bonds, all of such bonds to be hereinafter referred to as the “Bonds.” See “SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2022 BONDS — Additional Bonds and Other Obligations” herein. Upon the delivery of the Series 2022 Bonds there will be no existing obligations of the Authority secured by a lien and charge upon the Sales Tax Revenues on a parity with the Series 2022 Bonds other than the Series 2014 Bonds and the Series 2022 Bonds.

### **No Bond Reserve Fund**

No Bond Reserve Fund will be established for the Series 2022 Bonds. The Series 2014 Bonds are similarly not secured by any Bond Reserve Fund.

## **No Acceleration Provision or Increase in Interest Rate Upon Default**

The Indenture does not contain a provision allowing for the acceleration of the Series 2022 Bonds or an increase in the interest rate on the Series 2022 Bonds in the event of a default in the payment of principal and interest on the Series 2022 Bonds when due. In the event of a default by the Authority, the Holders of at least a majority of the aggregate amount of the Series 2022 Bonds will have the right to request the Trustee to exercise the remedies, subject to the limitations thereon, set forth in the Indenture. See APPENDIX C — “DEFINITIONS AND SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE.”

## **Limited Obligations**

THE SERIES 2022 BONDS ARE LIMITED OBLIGATIONS OF THE AUTHORITY AND ARE PAYABLE SOLELY, BOTH AS TO PRINCIPAL AND INTEREST, FROM REVENUES, PRIMARILY CONSISTING OF SALES TAX REVENUES COLLECTED ON OR AFTER APRIL 1, 2010, AND CERTAIN FUNDS HELD BY THE TRUSTEE UNDER THE INDENTURE AND THE AUTHORITY IS NOT OBLIGATED TO PAY THE SERIES 2022 BONDS EXCEPT FROM SUCH REVENUES AND SUCH FUNDS AND PROCEEDS. THE SERIES 2022 BONDS DO NOT CONSTITUTE A DEBT OR LIABILITY OF THE STATE OR ANY POLITICAL SUBDIVISION OF THE STATE OTHER THAN THE AUTHORITY, OR A PLEDGE OF THE FULL FAITH AND CREDIT OF THE STATE OR OF ANY POLITICAL SUBDIVISION OF THE STATE. THE GENERAL FUND OF THE AUTHORITY IS NOT LIABLE, AND THE CREDIT OR TAXING POWER (OTHER THAN AS DESCRIBED IN THE INDENTURE) OF THE AUTHORITY IS NOT PLEDGED, FOR THE PAYMENT OF THE SERIES 2022 BONDS OR THEIR INTEREST OR ANY PREMIUM DUE THEREON. THE SERIES 2022 BONDS ARE NOT SECURED BY A LEGAL OR EQUITABLE PLEDGE OF, OR CHARGE, LIEN OR ENCUMBRANCE UPON, ANY OF THE PROPERTY OF THE AUTHORITY OR ANY OF ITS INCOME OR RECEIPTS, EXCEPT THE SALES TAX REVENUES AND FUNDS HELD UNDER THE INDENTURE.

## **Continuing Disclosure**

The Authority will covenant for the benefit of the beneficial owners of the Series 2022 Bonds to provide certain financial information and operating data relating to the Authority and notices of the occurrence of certain enumerated events to the Municipal Securities Rulemaking Board (the “MSRB”) through the Electronic Municipal Market Access (“EMMA”) system pursuant to a Continuing Disclosure Certificate (the “Continuing Disclosure Certificate”). These covenants are being made in order to assist the Underwriter of the Series 2022 Bonds in complying with Rule 15c2-12 (the “Rule”) of the U.S. Securities and Exchange Commission (“SEC”) promulgated under the Securities Exchange Act of 1934, as amended. See “CONTINUING DISCLOSURE” and APPENDIX D — “PROPOSED FORM OF CONTINUING DISCLOSURE CERTIFICATE.”

## **Impact of COVID-19 Pandemic**

In response to the spread of the novel strains of coronavirus collectively called SARS-CoV-2, which cause the disease known as COVID-19 (“COVID-19”), the Governor of the State (the “Governor”) declared a state of emergency in the State on March 4, 2020. On March 11, 2020, the World Health Organization declared the COVID-19 outbreak a global pandemic, and on March 13, 2020, the President of the United States declared a national state of emergency. The State and the County imposed significant restrictions on economic and other activity within the County beginning in March 2020. The economic shut-down caused by the COVID-19 pandemic and the related government restrictions on activity materially reduced consumer spending and sales tax collections in the County. Beginning in early 2021, the State and the County implemented a phased approach for terminating the restrictions originally placed on businesses and activities in March 2020, and as of June 15, 2021, nearly all restrictions imposed by the State and the County (including physical distancing and capacity limits on businesses) have been terminated. Although pursuant to the re-opening plan certain restrictions on activities were eased, restrictions were also re-imposed in various jurisdictions (including neighboring Los Angeles County) as local conditions warranted, and such restrictions may be renewed as the pandemic continues.

The Governor issued several executive orders in response to the COVID-19 pandemic. On March 12, 2020, the Governor issued Executive Order N-25-20, requiring CDTFA, which administers sales and use taxes in the State (including the Sales Tax), to use its administrative powers where appropriate to provide extensions for filing, payment, audits, billing, notices, assessments, claims for refund, and relief from subsequent penalties and interest to individuals and businesses impacted by complying with a state or local public health official's imposition or recommendation of social distancing measures related to COVID-19. On March 30, 2020, the Governor issued Executive Order N-40-20, which provided a three-month extension for tax returns and tax payments for all businesses filing a return for less than \$1,000,000 in taxes. This Order also extended the statute of limitations to file a claim for refund for taxes and fees administered by CDTFA, and extended the timeframe to file for appeal with CDTFA. On April 2, 2020, the Governor announced a one-year reprieve on the payment of sales and use taxes for small businesses allowing them to request to defer payment on up to \$50,000 of sales and use tax liability. The executive orders described above have expired, but during their effectiveness, the Sales Tax Revenues were negatively impacted.

Sales Tax Revenues for the Fiscal Year ended June 30, 2020 were approximately \$179 million compared to approximately \$183 million for the Fiscal Year ended June 30, 2019, representing an approximately 2.5% decrease. Overall Sales Tax Revenues for the Fiscal Year ended June 30, 2021 were approximately \$222 million compared to the Fiscal Year ended June 30, 2020, representing an approximately 24.2% increase, and representing an approximately 21.1% increase compared to the Fiscal Year ended June 30, 2019. See the captions "THE SALES TAX—Historical Sales Tax Revenues" and "RISK FACTORS – COVID-19 Pandemic."

The COVID-19 outbreak is ongoing, and its dynamic nature leads to uncertainties, including (i) the geographic spread of the virus; (ii) the severity of the disease; (iii) the duration of the outbreak; (iv) existing actions that have been taken, and new actions that may be taken in the future, by governmental authorities to contain or mitigate the outbreak; (v) the acceptance of and effectiveness (especially against any new variants of the virus) of vaccines; (vi) the impact of the outbreak on the local, national or global economy; (vii) the impact of the outbreak and actions taken in response to the outbreak on Sales Tax Revenues; and (viii) temporary and permanent changes to consumers' spending habits. To date, the economic effects of the COVID-19 outbreak have not resulted in a material reduction in Sales Tax Revenues but the Authority is unable to predict the ongoing impact of the COVID-19 outbreak.

## References

The descriptions and summaries of the Indenture and various documents hereinafter set forth do not purport to be comprehensive or definitive, and reference is made to each such document for the complete details of all terms and conditions. All statements herein are qualified in their entirety by reference to each such document, copies of which are available for inspection at the offices of the Authority and the Trustee.

## THE AUTHORITY

The Authority was initially created pursuant to the Act, which also authorized the San Bernardino County Board of Supervisors to designate the San Bernardino Associated Governments ("SANBAG"), in its capacity as the San Bernardino County Transportation Commission, to serve as the Authority. SANBAG was an agency created by the County and the twenty-four cities located within the County pursuant to the terms of a joint powers agreement. With passage of Assembly Bill 1246 in 1976 (California Public Utilities Code Section 130054), SANBAG was designated as the San Bernardino County Transportation Commission, with primary responsibility for the preparation of the State Transportation Improvement Plan for State highways, coordination of transit service and highway planning and allocation of transportation grant funds. In 1986, SANBAG assumed the duties of the Service Authority for Freeway Emergencies, which is responsible for the implementation and operation of a motorist aid call-box system on State freeways and highways in the County. In 1987, SANBAG was designated to serve as the Authority pursuant to California Public Utilities Code Section 180050.

In 2016, the State Legislature adopted, and the Governor approved, the Authority Act, which consolidated the County Transportation Commission, local transportation authority, Service Authority for Freeway Emergencies and local congestion management agency into a single entity, which was the Authority. The Authority Act provides that the Act applies to the Authority as if set forth in the Authority Act, and is in addition to the powers and functions of the Authority set forth in the Authority Act. After the Authority Act became effective, SANBAG continued, pursuant to the joint powers agreement by which it was formed, and functions as the San Bernardino Council of Governments.

The governing body of the Authority consists of one representative from each of the 24 incorporated cities and the five supervisorial districts of the County. The Authority is responsible for carrying out the provisions of the Ordinance, including contracting with the CDTFA to administer the collection and allocation of Sales Tax Revenues. The Authority must also develop and approve the program of projects in the Expenditure Plan. The Authority oversees the planning, design, right of way and construction of certain improvements on local streets, roads and highways, as well as State highways, freeways and commuter rail lines. The Authority also distributes funding for the operation of public transit systems within the County.

Key staff members of the Authority are identified below.

**Raymond Wolfe, Executive Director.** Dr. Raymond Wolfe joined the Authority in April 2012, after spending more than 20 years with the California Department of Transportation (“Caltrans”). Prior to joining SBCTA, Dr. Wolfe was the Director of Caltrans’ District 8, which serves both San Bernardino and Riverside counties. As the Executive Director of the Authority, he manages a budget of over \$1 billion for Fiscal Year 2021-2022. Dr. Wolfe received his Doctorate in Civil Engineering from the University of Southern California, a Master of Science degree in Civil Engineering from the California State Polytechnic University in Pomona, and a Bachelor of Science degree in Aerospace Engineering from the University of Southern California. He is a Registered Civil Engineer and a Registered Mechanical Engineer in the State of California.

**Julianna Tillquist, General Counsel.** Julianna Tillquist has served as Authority General Counsel since June 2019; prior to that, she served as Authority Assistant General Counsel for 2½ years. Ms. Tillquist reports directly to the Board of Directors. She provides legal advice to the Board of Directors, Executive Director and staff on a wide range of legal matters, primarily arising out of transportation program and project activities. She oversees representation of the agency in matters involving litigation, administrative hearings, proceedings, dispute resolution, and negotiations. She negotiates and resolves sensitive, significant and controversial issues and participates in the oversight of claims and litigation risk management. Before her tenure at the Authority, Ms. Tillquist spent over 20 years in private practice, where she primarily represented public agencies. Ms. Tillquist has a bachelor’s degree in environmental studies from California State University, San Bernardino, and received her juris doctor from Willamette University.

**Hilda Flores, Chief Financial Officer.** Hilda Flores was appointed in December 2016 as the Chief Financial Officer for the Authority. Ms. Flores is responsible for all Finance and Accounting functions of the Authority including financial reporting, grant accounting, budgeting, financial system, and cash and debt management. This is accomplished through identifying and implementing efficient and effective internal controls for all functions that safeguard Authority’s assets, insure proper segregation of duties, allow for management review and approval of transactions, ensure financial information reliability, promote operational efficiency, secure access controls to financial systems and records, and comply with management directives. Ms. Flores earned a Bachelor of Science degree in accounting from California Polytechnic University, Pomona and Master Degree in Business Administration from California State University Fullerton. Ms. Flores was certified as a Certified Public Accountant in 2013 in the State of California and previously worked for various certified public accounting firms and cities.

**Paula Beauchamp, Director of Project Delivery and Toll Operations.** Paula Beauchamp has been delivering major freeway and highway projects for her entire career. She began at the Authority in 2008 as the Project Delivery Manager and was appointed to the Director Position in January 2017 and is responsible for the



project development and construction of freeway, interchange, railroad grade separation, and express lane projects within the County. Mrs. Beauchamp previously was a sole proprietor offering project management, risk management, interagency coordination, and construction management services on transportation projects working with Caltrans and many local agencies in the region. Prior to her work in the public sector she began her career at Caltrans beginning as a student assistant and completing her tenure as a Senior Transportation Engineer.

**Andrea Zureick, Director of Fund Administration and Programming.** Andrea Zureick was appointed in July 2012 as the Director of Fund Administration and Programming for the Authority. Ms. Zureick is responsible for the administration and strategic allocation of federal, state, and local funds to the Authority and member agency sponsored projects to maximize transportation funding for the County. This is accomplished through preparation and maintenance of various state and federal programming documents and the Authority's Ten-Year Delivery Plan and through the annual apportionment and allocation process of transportation funds such as Measure I, federal funds provided through the Federal Transit Administration and the Federal Highway Administration, and state funds provided through the California Transportation Commission. Ms. Zureick began her career in transportation at the Authority in 1999 and worked for the Riverside County Transportation Commission for four years before returning to the Authority in 2012. Ms. Zureick received a bachelor of science degree in civil engineering from Texas A&M University.

**Henry Stultz, Director of Project Delivery.** Mr. Stultz has been in the transportation industry for more than 30 years, delivering major freeway and highway projects. He began his career with Caltrans District 8, Design and Construction, and retired 20 years later as a supervising Senior Bridge Construction Engineer. Subsequently, for 8 years, Mr. Stultz was Area Manager, Project Manager, Resident Engineer and Bridge Engineer as Consultant to the Authority. The past three years, Mr. Stultz has been employed by the Authority, as Construction Manager and Director of Project Delivery, managing and supervising the development and construction of the major freeway, highway, interchange, railroad grade separation and express lane projects. Mr. Stultz is a licensed Civil Engineer, with a Civil Engineering degree and Masters' degree in Public Administration.

## THE SERIES 2022 BONDS

### General

The Series 2022 Bonds will mature on March 1 in the years and in the principal amounts shown on the inside cover of this Official Statement. Interest on the Series 2022 Bonds will accrue from the date of delivery. Interest will be paid on March 1 and September 1 of each year, commencing September 1, 2022 (each an "Interest Payment Date"), and will be computed on the basis of a 360-day year consisting of twelve 30-day months.

Interest on each Series 2022 Bond will be payable in lawful money of the United States of America by the Trustee to the Holder thereof as of the close of business on the Record Date, such interest to be paid by the Trustee to such Holder in immediately available funds (by wire transfer or by deposit to the account of the Holder if such account is maintained with the Trustee), according to the instructions given by such Holder to the Trustee or, in the event no such instructions have been given, by check mailed on the Interest Payment Date by first class mail to the Holder at such Holder's address as it appears as of the Record Date on the bond registration books kept by the Trustee. "Record Date" means, with respect to the Series 2022 Bonds, the fifteenth (15th) day (whether or not a Business Day) of the month preceding the month in which such Interest Payment Date occurs.

The Series 2022 Bonds will be issued as fully registered bonds without coupons in book-entry form and in denominations of \$5,000 and any integral multiple thereof. The Depository Trust Company ("DTC") will act as the initial securities depository for the Series 2022 Bonds, which will be issued initially pursuant to a book-entry only system. See APPENDIX E — "BOOK-ENTRY SYSTEM." Under the Indenture, the Authority may appoint a successor securities depository to DTC for the Series 2022 Bonds. The information under this caption,

“THE SERIES 2022 BONDS,” is subject in its entirety to the provisions described in APPENDIX E — “BOOK-ENTRY SYSTEM” while the Series 2022 Bonds are held in DTC’s book-entry system.

## Redemption

**Optional Redemption.** The Series 2022 Bonds maturing on or after March 1, 20\_\_ will be subject to redemption prior to their respective stated maturities, at the option of the Authority, from any source of available funds, as a whole or in part, on any date on or after March 1, 20\_\_ at a Redemption Price equal to 100% of the principal amount of Series 2022 Bonds called for redemption, without premium, plus accrued but unpaid interest to the date fixed for redemption.

**Mandatory Redemption.** The Series 2022 Bonds maturing on March 1, 20\_\_ are Term Bonds and are subject to mandatory redemption prior to maturity, in part, by lot, from Mandatory Sinking Account Payments for such Series 2022 Bonds, on each date a Mandatory Sinking Account Payment for such Series 2022 Bonds is due, in the principal amount equal to the Mandatory Sinking Account Payment due on such date and at a Redemption Price equal to 100% of the principal amount thereof, without premium, plus accrued but unpaid interest to the redemption date.

Mandatory Sinking Account Payments for the Series 2022 Bonds that are Term Bonds maturing on March 1, 20\_\_ shall be due in the amounts and on the dates as follows:

<i>Redemption Date (March 1)</i>	<i>Mandatory Sinking Account Payment</i>
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† Final Maturity.

The Series 2022 Bonds maturing on March 1, 20\_\_ are Term Bonds and are subject to mandatory redemption prior to maturity, in part, by lot, from Mandatory Sinking Account Payments for such Series 2022 Bonds, on each date a Mandatory Sinking Account Payment for such Series 2022 Bonds is due, in the principal amount equal to the Mandatory Sinking Account Payment due on such date and at a Redemption Price equal to 100% of the principal amount thereof, without premium, plus accrued but unpaid interest to the redemption date.

Mandatory Sinking Account Payments for the Series 2022 Bonds that are Term Bonds maturing on March 1, 20\_\_ shall be due in the amounts and on the dates as follows:

<i>Redemption Date (March 1)</i>	<i>Mandatory Sinking Account Payment</i>
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† Final Maturity.

## General Redemption Provisions

***Selection of Bonds for Redemption.*** The Authority will designate which maturities of any Series 2022 Bonds are to be called for optional redemption pursuant to the Indenture. If less than all Series 2022 Bonds maturing by their terms on any one date are to be redeemed at any one time, the Trustee will select the Series 2022 Bonds of such maturity date to be redeemed by lot and shall promptly notify the Authority in writing of the numbers of the Series 2022 Bonds so selected for redemption. For purposes of such selection, Series 2022 Bonds shall be deemed to be composed of multiples of minimum Authorized Denominations and any such multiple may be separately redeemed. In the event Series 2022 Bonds that are Term Bonds are designated for redemption, the Authority will designate the Mandatory Sinking Account Payments under the Indenture, or portions thereof, that are to be reduced as allocated to such redemption.

***Notice of Redemption.*** The Trustee will send each notice of redemption by first class mail, not less than 20 nor more than 90 days prior to the redemption date, to DTC; provided, however, that such notice may be mailed not less than 10 days prior to the redemption date if such shorter notice period is permitted under the then-current guidelines of DTC or if the Series 2022 Bonds are no longer held pursuant to a book-entry registration system. Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners of Series 2022 Bonds will be governed by arrangements among them, and the Authority and the Trustee will not have any responsibility or obligation to send a notice of redemption except to DTC. Neither the Authority nor the Trustee shall have any responsibility for any defect in the CUSIP number that appears on any Bond or in any redemption notice with respect thereto.

Failure of DTC to receive any notice of redemption or any defect therein will not affect the sufficiency of any proceedings for redemption.

***Conditional Notice of Redemption; Rescission.*** With respect to any notice of optional redemption of Bonds, unless, upon the giving of such notice, such Bonds will be deemed to have been paid pursuant to the terms of the Indenture, such notice is to state that such redemption will be conditional upon the receipt by the Trustee on or prior to the date fixed for such redemption of amounts sufficient to pay the principal of, and premium, if any, and interest on, such Bonds to be redeemed, and that if such amounts shall not have been so received said notice will be of no force and effect and the Authority will not be required to redeem such Bonds. If such notice of redemption contains such a condition and such amounts are not so received, the redemption will not be made and the Trustee will within a reasonable time thereafter give notice to the Holders to the effect that such amounts were not so received and such redemption was not made, such notice to be given by the Trustee in the manner in which the notice of redemption was given.

In addition, the Authority may, at its option, on or prior to the date fixed for redemption in any notice of redemption, rescind and cancel such notice of redemption by written notice by the Authority to the Trustee, and the Trustee will give notice of such rescission as soon thereafter as practicable in the same manner, and to the same Persons, as notice of such redemption was given pursuant to the Indenture.

Any optional redemption of the Series 2022 Bonds and notice thereof will be conditional and rescinded and cancelled pursuant to the provisions of the Indenture if for any reason on the date fixed for redemption moneys are not available in the Redemption Fund or otherwise held in trust for such purpose in an amount sufficient to pay in full on said date the Redemption Price of, and interest due on, the Series 2022 Bonds called for redemption.

***Purchase in Lieu of Redemption.*** The Authority reserves the right at all times to purchase any of the Series 2022 Bonds on the open market. In lieu of mandatory redemption, the Authority may surrender to the Trustee for cancellation Series 2022 Bonds that are Term Bonds purchased on the open market, and such Term Bonds will be cancelled by the Trustee. If any Series 2022 Bonds that are Term Bonds are so cancelled, the



Authority may designate the Mandatory Sinking Account Payments or portions thereof within such maturity of the Term Bonds so purchased that are to be reduced as a result of such cancellation.

***Effect of Redemption.*** Notice of redemption having been duly given pursuant to the Indenture and moneys for payment of the Redemption Price of, together with interest accrued to the redemption date on, the Series 2022 Bonds (or portions thereof) so called for redemption being held by the Trustee, on the redemption date designated in such notice, the Series 2022 Bonds (or portions thereof) so called for redemption will become due and payable at the Redemption Price specified in such notice together with interest accrued thereon to the redemption date. Interest on such Series 2022 Bonds so called for redemption will cease to accrue, said Series 2022 Bonds (or portions thereof) will cease to be entitled to any benefit or security under the Indenture, and the Holders of such Series 2022 Bonds will have no rights in respect thereof except to receive payment of the Redemption Price and accrued interest to the date fixed for redemption from funds held by the Trustee for such payment.

### DEBT SERVICE SCHEDULE

The following table shows the annual debt service requirements on the Series 2014 Bonds and the Series 2022 Bonds.

<i>Fiscal Year Ending June 30</i>	<i>Series 2022 Bonds Principal</i>	<i>Series 2022 Bonds Interest</i>	<i>Total Series 2022 Bonds Debt Service</i>	<i>Series 2014 Bonds Debt Service</i>	<i>Total Bonds Debt Service</i>
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### THE REFUNDING PLAN

A portion of the proceeds of the Series 2022 Bonds will be applied to redeem the outstanding 2012 Bonds. See “ESTIMATED SOURCES AND USES OF FUNDS” herein. The Series 2012 Bonds are currently outstanding in the principal amount of \$76,650,000 were originally issued to provide a portion of the funds needed to defease all of the outstanding \$250,000,000 principal amount of the Authority’s Sales Tax Revenue Notes (Limited Tax Bonds), 2009 Series A (the “2009 Notes”). Proceeds of the 2009 Notes were used to purchase \$193,475,000 principal amount of State of California Highway Safety, Traffic Reduction, Air Quality and Port Security Bonds, Series 2009C under the State’s Proposition IB Program (“GO Bonds”) to assist funding of transportation projects in the County. The GO Bonds were prepaid in November 2011, and the proceeds from such repayment were used to partially retire the 2009 Notes.

To effect the redemption of the Series 2012 Bonds, the Authority will cause a portion of the proceeds of the Series 2022 Bonds and certain other moneys to be deposited into the Redemption Fund established under the Indenture. Such amounts will be sufficient to (i) pay the regularly scheduled payment of principal and interest on the Series 2012 Bonds on March 1, 2022 and (ii) redeem, on March 1, 2022, the Series 2012 Bonds maturing after March 1, 2022, without premium.

### ESTIMATED SOURCES AND USES OF FUNDS

The estimated sources and uses of the funds are as follows:

**Sources of Funds:**

Principal Amount of Series 2022 Bonds  
 [Premium/Discount]  
 [Funds on Hand]<sup>(1)</sup>  
 Total Sources

**Uses of Funds:**

Deposit to Redemption Fund  
 Deposit to 2022 Costs of Issuance Fund<sup>(2)</sup>  
 Total Uses:

<sup>(1)</sup> Represents funds for the regularly scheduled payment of principal and interest on the Series 2012 Bonds on March 1, 2022.

<sup>(2)</sup> Includes underwriter's discount, rating agency fees, Trustee fees, printing costs, Bond Counsel, Disclosure Counsel and Municipal Advisor fees and expenses and other miscellaneous expenses.

**SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2022 BONDS****Limited Obligations**

The Series 2022 Bonds are limited obligations of the Authority and are payable solely, both as to principal and interest, from Revenues, primarily consisting of Sales Tax Revenues collected on and after April 1, 2010, and certain funds held by the Trustee under the Indenture, and the Authority is not obligated to pay the Series 2022 Bonds except from such Revenues and such funds and proceeds. The Series 2022 Bonds do not constitute a debt or liability of the State or any political subdivision of the State other than the Authority, or a pledge of the fully faith and credit of the State or of any political subdivision of the State. The general fund of the Authority is not liability, and the credit or taxing power (other than as described in the Indenture) of the Authority is not pledged, for the payment of the Series 2022 Bonds or their interest or any premium due thereon. The Series 2022 Bonds are not secured by a legal or equitable pledge of, or charge, lien or encumbrance upon, any of the property of the Authority or any of its income or receipts, except the Sales Tax Revenues and funds held under the Indenture.

**Pledge of Sales Tax Revenues and Certain Funds and Accounts Held by Trustee**

As security for the payment of all amounts owing on the Bonds and Parity Obligations (defined below), the Authority has pledged to the Trustee under the Indenture: (i) all Revenues (including all Sales Tax Revenues), and (ii) all amounts, including proceeds of the Series 2022 Bonds, held on deposit in the funds and accounts established in the Indenture (except for amounts held in the Rebate Fund, any Letter of Credit Account and any Purchase Fund), subject to the provisions of the Indenture permitting the application thereof for the purposes and on the terms and conditions set forth therein. The collateral identified above will immediately be subject to this pledge, and this pledge shall constitute a first lien on and security interest in such collateral which will immediately attach to the collateral and be effective, binding and enforceable against the Authority and all others asserting the rights therein, to the extent set forth, and in accordance with, the Indenture, irrespective of whether those parties have notice of the pledge and without the need for any physical delivery, recordation, filing or further act. The pledge of Revenues and all amounts held on deposit in the funds and accounts established under the Indenture (except for amounts held in the Rebate Fund, any Letter of Credit Account and any Purchase Fund) will be irrevocable until all of the Bonds, including the Series 2022 Bonds, and all Parity Obligations and amounts owed in connection with the Bonds and Parity Obligations are no longer Outstanding. All Bonds and Parity Obligations will be of equal rank without preference, priority or distinction of any Bonds and Parity Obligations over any other Bonds and Parity Obligations.

Sales Tax Revenues consist of the amounts collected on account of the retail transactions and use tax imposed in the County pursuant to the Act, the Authority Act and the Ordinance, after deducting amounts payable by the Authority to the CDTFA for costs and expenses for its services in connection with the retail transactions and use tax collected pursuant to the Act and the Authority Act. Revenues consist of Sales Tax Revenues and

all regularly-scheduled amounts (but not termination payments) owed or paid to the Authority by any counterparty under any Interest Rate Swap Agreement after offset for the regularly-scheduled amounts (but not termination payments) owed or paid by the Authority to such counterparty under such Interest Rate Swap Agreement. The Authority is not entering into any Interest Rate Swap Agreements in connection with the issuance of the Series 2022 Bonds and currently has no Interest Rate Swap Agreements outstanding.

The Authority is not required to advance any moneys derived from any source other than Revenues for the payment of principal, Redemption Price or interest on the Series 2022 Bonds or for any other purpose of the Indenture.

For a more detailed description of the Sales Tax Revenues and projected receipts of Sales Tax Revenues, see “THE SALES TAX” herein.

### **Revenue Fund; Allocation of Sales Tax Revenues**

The Authority has assigned and caused all amounts available for distribution to the Authority, on account of the Sales Tax, after deducting amounts payable by the Authority to the CDTFA for costs and expenses for its services in connection with the Sales Tax, to be transmitted by the CDTFA to the Trustee, to be held in trust for the benefit of the holders of the Bonds. The Trustee shall deposit all Sales Tax Revenues, when and as received by the Trustee, in a trust fund, designated as the Revenue Fund (the “Revenue Fund”). All other Revenues will also be deposited in the Revenue Fund.

So long as any Bonds remain Outstanding and Parity Obligations, Subordinate Obligations, and all other amounts payable under the Indenture remain unpaid, in each month following receipt and deposit of the Sales Tax Revenues in the Revenue Fund, the Trustee is required to set aside the moneys in the Revenue Fund in the following respective funds, amounts and order of priority (provided that deficiencies in any previously required deposit may be made up prior to the deposit to a fund subsequent in priority and further provided that set asides or transfers required with respect to outstanding Parity Obligations will be made on a parity basis each month, as provided in the Indenture):

1. Interest Fund. Following receipt of the Sales Tax Revenues in each month, the Trustee will set aside in the Interest Fund as soon as practicable in such month an amount equal to (a) one-sixth of the aggregate half-yearly amount of interest becoming due and payable on the Outstanding Current Interest Bonds (except for Bonds constituting Variable Rate Indebtedness which will be governed by subparagraph (b) below) during the next ensuing six (6) months (excluding any interest for which there are moneys deposited in the Interest Fund from the proceeds of any Series of Bonds or other source and reserved as capitalized interest to pay such interest during said next ensuing six (6) months), until the requisite half-yearly amount of interest on all such Outstanding Current Interest Bonds (except for Bonds constituting Variable Rate Indebtedness which will be governed by subparagraph (b) below) is on deposit in such fund; provided that from the date of delivery of a Series of Current Interest Bonds until the first Interest Payment Date with respect to such Series of Bonds the amounts set aside in such fund with respect to such Series of Bonds will be sufficient on a monthly pro rata basis to pay the aggregate amount of interest becoming due and payable on said Interest Payment Date with respect to such Series of Bonds, plus (b) the aggregate amount of interest to accrue during that month on Outstanding Variable Rate Indebtedness, calculated, if the actual rate of interest is not known, at the interest rate specified in writing by the Authority, or if the Authority will not have specified an interest rate in writing, calculated at the maximum interest rate borne by such Variable Rate Indebtedness during the month prior to the month of deposit plus one hundred (100) basis points (provided, however, that the amount of such deposit into the Interest Fund for any month may be reduced by the amount by which the deposit in the prior month exceeded the actual amount of interest accrued and paid during that month on said Outstanding Variable Rate Indebtedness and provided further that the amount of such deposit into the Interest Fund for any month will be increased by the amount by which the deposit in the prior month was less than the actual amount of interest accruing during that month on said Outstanding

Variable Rate Indebtedness). No deposit need be made into the Interest Fund if the amount contained therein is at least equal to the interest to become due and payable on the Interest Payment Dates falling within the next six (6) months upon all of the Bonds issued hereunder and then Outstanding, and on March 1 and September 1 of each year any excess amounts in the Interest Fund not needed to pay interest on such date (and not held to pay interest on Bonds having Interest Payment Dates other than March 1 and September 1) will be transferred to the Authority (but excluding, in each case, any moneys on deposit in the Interest Fund from the proceeds of any Series of Bonds or other source and reserved as capitalized interest to pay interest on any future Interest Payment Dates following such Interest Payment Dates). All Swap Revenues received with respect to Interest Rate Swap Agreements that are Parity Obligations will be deposited in the Interest Fund and credited to the above required deposits. See APPENDIX C — “DEFINITIONS AND SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE — Allocation of Sales Tax Revenues.”

2. Principal Fund; Sinking Accounts. Following receipt of the Sales Tax Revenues in each month, the Trustee will deposit in the Principal Fund as soon as practicable in such month an amount equal to at least (a) one-sixth of the aggregate semiannual amount of Bond Obligation becoming due and payable on the Outstanding Serial Bonds of all Series having semiannual maturity dates within the next six (6) months, plus (b) one-twelfth of the aggregate yearly amount of Bond Obligation becoming due and payable on the Outstanding Serial Bonds of all Series having annual maturity dates within the next twelve (12) months, plus (c) one-sixth of the aggregate of the Mandatory Sinking Account Payments to be paid during the next six-month period into the respective Sinking Accounts for the Term Bonds of all Series for which Sinking Accounts have been created and for which semiannual mandatory redemption is required from said Sinking Accounts, plus (d) one-twelfth of the aggregate of the Mandatory Sinking Account Payments to be paid during the next 12-month period into the respective Sinking Accounts for the Term Bonds of all Series for which Sinking Accounts will have been created and for which annual mandatory redemption is required from such Sinking Accounts; provided that if the Authority certifies to the Trustee that any principal payments are expected to be refunded on or prior to their respective due dates or paid from amounts on deposit in a Bond Reserve Fund that would be in excess of the Bond Reserve Requirement applicable to such Bond Reserve Fund upon such payment, no amounts need be set aside towards such principal to be so refunded or paid. All of the aforesaid deposits made in connection with future Mandatory Sinking Account Payments will be made without priority of any payment into any one such Sinking Account over any other such payment.

If Sales Tax Revenues are not sufficient to make the required deposits so that moneys in the Principal Fund on any principal or mandatory redemption date are equal to the amount of Bond Obligation to become due and payable on the Outstanding Serial Bonds of all Series plus the Bond Obligation amount of and redemption premium on the Outstanding Term Bonds required to be redeemed or paid at maturity on such date, then such moneys will be applied on a Proportionate Basis and in such proportion as said Serial Bonds and said Term Bonds bear to each other, after first deducting for such purposes from said Term Bonds any of said Term Bonds required to be redeemed annually as have been redeemed or purchased during the preceding 12-month period and any of said Term Bonds required to be redeemed semiannually as will have been redeemed or purchased during the six-month period ending on such date or the immediately preceding six month period. If Sales Tax Revenues are not sufficient to pay in full all Mandatory Sinking Account Payments required to be paid at any one time into all such Sinking Accounts, then payments into all such Sinking Accounts will be made on a Proportionate Basis, in proportion that the respective Mandatory Sinking Account Payments required to be made into each Sinking Account during the then current 12-month period bear to the aggregate of all of the Mandatory Sinking Account Payments required to be made into all such Sinking Accounts during such 12-month period.

No deposit need be made into the Principal Fund so long as there will be in such fund (i) moneys sufficient to pay the Bond Obligations of all Serial Bonds issued hereunder and then Outstanding and maturing by their terms within the next twelve (12) months plus (ii) the aggregate of all Mandatory Sinking Account Payments required to be made in such 12-month period, but less any amounts deposited into the Principal Fund during such 12-month period and theretofore paid from the Principal Fund to redeem or purchase Term Bonds

during such 12-month period; provided that if the Authority certifies to the Trustee that any principal payments are expected to be refunded on or prior to their respective due dates or paid from amounts on deposit in a Bond Reserve Fund that would be in excess of the Bond Reserve Requirement applicable to such Bond Reserve Fund upon such payment, no amounts need be on deposit with respect to such principal payments. At the beginning of each Fiscal Year and in any event not later than March 1 of each year, the Trustee shall request from the Authority a Certificate of the Authority setting forth the principal payments for which deposits will not be necessary pursuant to the preceding sentence and the reason therefor. On March 1 of each year or as soon as practicable thereafter any excess amounts in the Principal Fund not needed to pay principal on such date (and not held to pay principal on Bonds having principal payment dates other than March 1) shall be transferred to the Authority. See APPENDIX C — “DEFINITIONS AND SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE — Allocation of Sales Tax Revenues.”

3. Bond Reserve Fund. The Indenture also requires the Trustee to make deposits to any of the Bond Reserve Funds established pursuant to the provisions of the Indenture as soon as possible in each month in which any deficiency in any Bond Reserve Fund occurs, until the balance in such Bond Reserve Fund is at least equal to the applicable Bond Reserve Requirement. See APPENDIX C — “DEFINITIONS AND SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE — Allocation of Sales Tax Revenues.” No Bond Reserve Fund was established for the Series 2014 Bonds and none will be established in connection with the issuance of the Series 2022 Bonds.

4. Subordinate Obligations Fund. A Subordinate Obligations Fund has been established under the Indenture. As long as any Subordinate Obligations remain unpaid, the Trustee will transfer any Revenues remaining in the Revenue Fund after the transfers described in (1), (2) and (3) above have been made to the Subordinate Obligations Fund. After the Trustee has made any deposit or payment of Revenues as in the current month required by the instrument or instruments creating the Subordinate Obligations, the Trustee will transfer any remaining Revenues back to the Revenue Fund.

5. Fees and Expenses Fund. A Fees and Expenses Fund has been established under the Indenture. At the direction of the Authority, after the transfers described in (1), (2), (3) and (4) above have been made, the Trustee will deposit as soon as practicable in each month in the Fees and Expenses Fund (i) amounts necessary for payment of fees, expenses and similar charges (including fees, expenses and similar charges relating to any Liquidity Facility or Credit Enhancement for the Bonds or any Parity Obligations) owing in such month or the following month by the Authority in connection with the Bonds or any Parity Obligations and (ii) amounts necessary for payment of fees, expenses and similar charges owing in such month or the following month by the Authority in connection with Subordinate Obligations. The Authority will inform the Trustee of such amounts, in writing, on or prior to the first Business Day of each month.

After making the foregoing transfers, the Trustee will transfer certain amounts of the Sales Tax Revenues to meet the requirements of the TIFIA Loan Agreement, as defined under the caption “—Subordinate Obligations” below.”

See APPENDIX C — “DEFINITIONS AND SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE — Allocation of Sales Tax Revenues” for a more complete discussion.

After making the foregoing allocations, all Sales Tax Revenues will be transferred to the Authority and may be applied by the Authority for all lawful purposes of the Authority.

#### **No Bond Reserve Fund**

No Bond Reserve Fund will be established for the Series 2022 Bonds. The Series 2014 Bonds are similarly not secured by any Bond Reserve Fund.



## Additional Bonds and Other Parity Obligations

**Issuance of Additional Bonds.** Upon the delivery of the Series 2022 Bonds, the only outstanding obligations secured by Sales Tax Revenues on a parity with the Series 2022 Bonds will be the Series 2014 Bonds. The Authority may issue additional Bonds and may issue or incur other obligations secured in whole or in part by a pledge of Sales Tax Revenues on a parity with the Bonds and the regularly scheduled payments on any Interest Rate Swap Agreements, subject to compliance with the terms and provisions set forth in the Indenture, including those described below.

- (a) No Event of Default shall have occurred and then be continuing.
- (b) If the Supplemental Indenture providing for the issuance of such Series of additional Bonds requires either (i) the establishment of a Bond Reserve Fund to provide additional security for such Series of Bonds or (ii) that the balance on deposit in an existing Bond Reserve Fund be increased, forthwith upon the receipt of the proceeds of the sale of such Series, to an amount at least equal to the Bond Reserve Requirement with respect to such Series of Bonds and all other Bonds secured by such Bond Reserve Fund to be considered Outstanding upon the issuance of such additional Series of Bonds, the supplemental Indenture providing for the issuance of such additional Series of Bonds will require deposit of the amount necessary. Said deposit will be made as provided in the Supplemental Indenture providing for the issuance of such additional Series of Bonds and may be made from the proceeds of the sale of such Series of Bonds or from other funds of the Authority or from both such sources or in the form of a Reserve Facility as described under APPENDIX C — “DEFINITIONS AND SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE — Definitions” and “Establishment and Application of Funds and Accounts — Funding and Application of Bond Reserve Funds.”
- (c) The aggregate principal amount of Bonds issued under the Indenture shall not exceed any limitation imposed by the Act or any other law or by any Supplemental Indenture.
- (d) The Authority shall place on file with the Trustee a Certificate of the Authority certifying that the amount of Sales Tax Revenues collected during any twelve (12) consecutive calendar months specified by the Authority within the most recent eighteen (18) calendar months immediately preceding the date on which such additional Series of Bonds will become Outstanding shall have been at least equal to 2.0 times Maximum Annual Debt Service on all Series of Bonds and Parity Obligations then Outstanding and the additional Series of Bonds then proposed to be issued, which Certificate shall also set forth the computations upon which such Certificate is based.
- (e) Principal payments of each additional Series of Bonds shall be due on March 1 or September 1 in each year in which principal is to be paid if and to the extent deemed practical in the reasonable judgment of the Authority with regard to the type of Bond to be issued, and, if the interest on such Series of Bonds is to be paid semiannually, such interest payments shall be due on March 1 and September 1 in each year to the extent deemed practical in the reasonable judgment of the Authority with regard to the type of Bond to be issued.

Nothing in the Indenture will prevent or be construed to prevent the Supplemental Indenture providing for the issuance of an additional Series of Bonds from pledging or otherwise providing, in addition to the security given or intended to be given by the Indenture, additional security for the benefit of such additional Series of Bonds or any portion thereof.

In the event additional assets or revenues are included within the definition of “Revenues” by a Supplemental Indenture, such additional assets or revenues shall be included in the calculations to be provided in subsection (d) above as if such additional assets or revenues had always been included in “Revenues.”



See APPENDIX C — “DEFINITIONS AND SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE — Issuance of Additional Bonds and Other Obligations.”

***Proceedings for Issuance of Additional Bonds.*** Subsequent to the issuance of the Series 2022 Bonds, before any additional Series of Bonds shall be issued and delivered, the Authority will file each of the documents identified below with the Trustee:

- (a) A Supplemental Indenture authorizing such Series executed by the Authority.
- (b) A Certificate of the Authority certifying: (i) that no Event of Default has occurred and is then continuing; and (ii) that the requirements specified in paragraphs (b) and (c) above under the subcaption “— *Issuance of Additional Bonds*” have been satisfied by the Authority.
- (c) A Certificate of the Authority certifying (on the basis of computations made no later than the date of sale of such Series of Bonds) that the requirement of paragraph (d) above under the subcaption “— *Issuance of Additional Bonds*” is satisfied.
- (d) An Opinion of Bond Counsel to the effect that the Supplemental Indenture is being entered into in accordance with the Indenture and that such Series of Bonds, when duly executed by the Authority and authenticated and delivered by the Trustee, will be valid and binding obligations of the Authority.

***Issuance of Refunding Bonds.*** Under the Indenture, the Authority may issue Refunding Bonds (such as the Series 2022 Bonds) on a parity with the Bonds and any Parity Obligations. Refunding Bonds (such as the Series 2022 Bonds) may be authorized and issued by the Authority without compliance with the provisions described in paragraph (d) above under the subcaption “— *Issuance of Additional Bonds*” or paragraph (c) above under the subcaption “— *Proceedings for Issuance of Additional Bonds*” in accordance with the Indenture, see APPENDIX C — “DEFINITIONS AND SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE — Issuance of Additional Bonds and Other Obligations — *Issuance of Refunding Bonds*.”

***Parity Obligations.*** Under the Indenture, the Authority may issue Parity Obligations on a parity with the Bonds provided such Parity Obligations have been duly and legally authorized by the Authority for any lawful purpose and the Authority delivers a Certificate certifying that (i) no Event of Default has occurred and is then continuing, and (ii) the requirements set forth in the provisions described in paragraph (d) above under the subcaption “— *Issuance of Additional Bonds*” have been satisfied with respect to such Parity Obligations. If the Parity Obligations are refunding obligations certification with respect to the provisions described in paragraph (d) above under the subcaption “— *Issuance of Additional Bonds*” is not required. See APPENDIX C — “DEFINITIONS AND SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE — Issuance of Additional Bonds and Other Obligations — *Limitations on the Issuance of Obligations Payable from Sales Tax Revenues; Parity Obligations; Subordinate Obligations*.”

“Parity Obligations” means (i) any indebtedness, installment sale obligation, lease obligation or other obligation of the Authority for borrowed money, (ii) any obligation to pay the Rebate Requirement, or (iii) any Interest Rate Swap Agreement (excluding fees and expenses and termination payments on Interest Rate Swap Agreements, which fees and expenses and termination payments will be secured by a lien and charge on the Sales Tax Revenues subordinate to the lien and charge upon Sales Tax Revenues that secures the Bonds, Parity Obligations and payment of principal of and interest on Subordinate Obligations) entered into in connection with a Series of Bonds, in each case incurred in accordance with the Indenture, and in each case having an equal lien and charge upon the Sales Tax Revenues and therefore being payable on a parity with the Bonds (whether or not any Bonds are Outstanding).

## Subordinate Obligations

Under the Indenture, the Authority may issue obligations subordinate to the Bonds, Refunding Bonds and Parity Obligations (“Subordinate Obligations”) that are payable as to principal, premium, interest and reserve fund requirements, if any, only out of Sales Tax Revenues after the prior payment of all amounts then required to be paid thereunder from Sales Tax Revenues for principal, premium, interest and reserve fund requirements, if any, for all Bonds Outstanding, and all Parity Obligations outstanding, as the same become due and payable, and at the times and in the amounts as required in the Indenture and in the instrument or instruments pursuant to which any Parity Obligations were issued or incurred, provided that the conditions to issuance or incurrence of such Subordinate Obligations set forth in the Indenture are satisfied. See APPENDIX C — “DEFINITIONS AND SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE — Issuance of Additional Bonds and Other Obligations — *Limitations on the Issuance of Obligations Payable from Sales Tax Revenues; Parity Obligations; Subordinate Obligations.*” Other than as described below, the Authority currently has no plans to issue or incur any additional Subordinate Obligations.

The Authority has an ongoing commercial paper program pursuant to which the Authority issues, from time to time, commercial paper notes (the “Commercial Paper Notes”) which are payable from the Sales Tax Revenues on a subordinate basis to the Bonds and Parity Obligations. The Authority is authorized to issue up to \$100 million in Commercial Paper Notes. As of December 31, 2021, the Authority had \$26,344,000 in Commercial Paper Notes outstanding. The Commercial Paper Notes are supported by an irrevocable, direct-pay letter of credit issued by Barclays Bank PLC to support the payment of the principal of and interest with respect to the Commercial Paper Notes. The current statement expiration date for the letter of credit with Barclays Bank PLC is September 4, 2023.

[In June 2021, the Authority entered into a loan agreement with the United States Department of Transportation in connection with the I-10 Corridor Contract 1 Project (the “TIFIA Loan Agreement”). In order to secure the amounts due under the TIFIA Loan Agreement, the Authority issued its Toll Revenue Bonds (I-10 Corridor Contract 1 Project) (the “TIFIA Bonds”). The TIFIA Bonds are not secured by the Sales Tax Revenues; however, pursuant to the Third Supplement and the Fourth Supplement, the Authority has agreed to make an investment in the I-10 Corridor Contract 1 Project from the Sales Tax Revenues on a subordinate basis to the Bonds and Parity Obligations. Such investment is made through the transfer of Sales Tax Revenues to the trustee for the TIFIA Bonds in each month the “Cash Supplement Transfer Amount” and the “Backstop Transfer Amount” scheduled for such month, and any deficiencies in such amounts from prior months that have not been made. See APPENDIX C — “DEFINITIONS AND SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE — Allocation of Sales Tax Revenues.” Such amounts transferred to the trustee for the TIFIA Bonds are expected to range from \$ \_\_\_\_\_ million \$ \_\_\_\_\_ million in each Fiscal Year, beginning with the Fiscal Year ending June 30, 2026 and ending in the Fiscal Year ending June 30, 2040. The Authority is authorized to borrow up to \$250 million under the TIFIA Loan Agreement. As of December 31, 2021, no amounts were outstanding under the TIFIA Loan Agreement.]

See also APPENDIX A — “AUTHORITY AUDITED FINANCIAL STATEMENTS FOR THE FISCAL YEAR ENDED JUNE 30 2021,” Note 8.

## THE SALES TAX

### Authorization, Application and Collection of the Sales Tax

The Act, among other things, authorized the Authority to adopt a retail transactions and use tax ordinance applicable in the incorporated and unincorporated territory of the County in accordance with California’s Transaction and Use Tax Law (section 7251 *et seq.* of the California Revenue and Taxation Code) upon authorization by a majority of the electors voting on the issue. In accordance with the Act, Measure I was approved by 59.8% of the voters on November 7, 1989, enacting Ordinance No. 89-1 which imposed a retail transactions and use tax in the County. Ordinance No. 89-1 imposed a tax of one-half of one percent (1/2%) on

the gross receipts of retailers from the sale of tangible personal property sold in the County and also imposed a use tax at the same rate upon the storage, use or other consumption in the County of such property purchased from any retailer for storage, use or other consumption in the County, subject to certain limited exceptions described below. Ordinance No. 89-1 imposed the Sales Tax for a period from April 1, 1990 through March 31, 2010. The Authority adopted Ordinance No. 04-01 on June 2, 2004 which provided for the continued imposition of the Sales Tax at the rate of one-half of one percent (1/2%) for a period from April 1, 2010 through March 31, 2040. On November 2, 2004, the renewal of Measure I contained in Ordinance No. 04-01 was approved by over 80% of the voters.

The one-half of one percent Sales Tax imposed by the Authority in the County is in addition to the sales tax levied statewide by the State of California (the “State”), which is currently 7.25%, and other sales taxes imposed by certain cities within the County. See “THE SALES TAX — Other Sales Taxes Imposed in the County.” In general, the statewide sales tax applies to the gross receipts of retailers from the sale of tangible personal property. The statewide use tax is imposed on the storage, use or other consumption in the State of property purchased from a retailer for such storage, use or other consumption. Since the use tax does not apply to cases where the sale of the property is subject to the sales tax, the application of the use tax generally applies to purchases made outside of the State for use within the State, subject to certain exceptions.

The Sales Tax generally is imposed upon the same transactions and items subject to the sales and use tax levied statewide by the State (hereinafter collectively referred to as the “State Sales Tax”), with generally the same exceptions. Many categories of transactions are exempt from the State Sales Tax and the Sales Tax. The most important of these exemptions are: sales of food products for home consumption, prescription medicine, edible livestock and their feed, seed and fertilizer used in raising food for human consumption, and gas, electricity and water when delivered to consumers through mains, lines and pipes. In addition, “Occasional Sales” (i.e., sales of property not held or used by a seller in the course of activities for which he or she is required to hold a seller’s permit) are generally exempt from the State Sales Tax and from the Sales Tax; however, the “Occasional Sales” exemption does not apply to the sale of an entire business and other sales of machinery and equipment used in a business. Sales of property to be used outside the County which are shipped to a point outside the County, pursuant to the contract of sale, by delivery to such point by the retailer, or by delivery by the retailer to a carrier for shipment to a consignee, at such point, are exempt from the State Sales Tax and from the Sales Tax.

Action by the State Legislature or by voter initiative or judicial decisions interpreting State law could change the transactions and items upon which the State Sales Tax and the Sales Tax are imposed. Such changes or amendments could have either an adverse or beneficial effect on Sales Tax Revenues. The Authority is not currently aware of any proposed legislative change which would have a material adverse effect on Sales Tax Revenues. See also “RISK FACTORS — Proposition 218” herein.

### **Collection of Sales Tax Revenues**

Collection of the Sales Tax is administered by the CDTFA. The Authority and the CDTFA have entered into an agreement, as it has been amended and supplemented, for state administration of transactions and use taxes to authorize payment of Sales Tax Revenues directly to the Trustee. Pursuant to the agreement, the CDTFA, after deducting amounts payable to itself for administrative costs, will be required to remit the balance of amounts received from the Sales Tax directly to the Trustee.

The Trustee will be required to apply the Sales Tax Revenues to make deposits to the funds and accounts established under the Indenture. See “SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2022 BONDS” herein. The fee that the CDTFA is authorized to charge for collection of the Sales Tax is determined by State legislation. The CDTFA fee for collection of the Sales Tax for Fiscal Year 2021-22 is estimated at \$1,894,810.

## Historical Sales Tax Revenues

***Sales Tax Revenues Collected Under Ordinance 89-1.*** The following table sets forth sales tax revenues collected under Ordinance No. 89-1 (“Ordinance 89-1 Sales Tax Revenues”) net of the State Board of Equalization (now the CDTFA) administrative fee for the Fiscal Years indicated below.

**SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY  
ORDINANCE 89-1 SALES TAX REVENUES  
Fiscal Years Ended June 30, 1990 through 2010**

<i>Fiscal Year Ended June 30</i>	<i>Sales Tax Revenues<sup>(1)</sup></i>	<i>% Change From Prior Fiscal Year</i>
1990	\$4,126,121 <sup>(2)</sup>	N/A
1991	50,654,294	--
1992	53,784,324	6.2%
1993	54,747,612	1.8
1994	54,842,475	0.2
1995	57,960,529	5.7
1996	62,037,345	7.0
1997	64,846,755	4.5
1998	69,644,443	7.4
1999	73,244,075	5.2
2000	84,413,385	15.2
2001	90,618,695	7.4
2002	94,524,807	4.3
2003	104,063,009	10.1
2004	111,575,283	7.2
2005	131,902,744	18.2
2006	148,073,689	12.3
2007	147,929,491	(0.1)
2008	140,547,350	(5.0)
2009	114,901,053	(18.2)
2010	106,073,764 <sup>(3)</sup>	(7.7)

<sup>(1)</sup> Net of State Board of Equalization (now the CDTFA) administrative fee.

<sup>(2)</sup> Fiscal Year ended June 30, 1990 represents a partial year of revenues.

<sup>(3)</sup> Ordinance No. 89-1 imposed the Sales Tax for a period from April 1, 1990 to March 31, 2010. Ordinance No. 04-01 imposes the Sales Tax for the period from April 1, 2010 through March 31, 2040. Thus, amounts shown for Fiscal Year ended June 30, 2010 include receipts of the Sales Tax imposed pursuant to both Ordinance No. 89-1 and Ordinance No. 04-01. Only those amounts collected in connection with the Sales Tax imposed on and after April 1 in such year would have constituted pledged Sales Tax Revenues under the Indenture. See “SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2022 BONDS Pledge of Sales Tax Revenues and Certain Funds and Accounts Held by Trustee” herein.

Source: The Authority.

***Sales Tax Revenues Collected Under Ordinance No. 04-01.*** Ordinance No. 04-01 imposed the Sales Tax from April 1, 2010 through March 31, 2040. The following table sets forth Sales Tax Revenues net of the State Board of Equalization or CDFTA, as applicable, administrative fee for the Fiscal Years indicated below.

**SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY  
HISTORICAL SALES TAX REVENUES  
Fiscal Years Ended June 30, 2010 through 2021**

<i><b>Fiscal Year Ended June 30</b></i>	<i><b>Sales Tax Revenues<sup>(1)</sup></b></i>	<i><b>% Change From Prior Fiscal Year</b></i>
2010	\$106,073,764 <sup>(2)</sup>	(7.7)%
2011	117,927,079	11.2
2012	132,276,581	12.2
2013	138,482,732	4.7
2014	145,407,342	5.0
2015	152,342,401	4.8
2016	160,848,014	5.6
2017	163,814,528	1.8
2018	162,945,073	(0.5)
2019	183,621,992	12.7
2020	179,016,883 <sup>(3)</sup>	(2.5)
2021	222,320,683 <sup>(3)</sup>	24.2

<sup>(1)</sup> Net of State Board of Equalization/CDTFA administrative fee.

<sup>(2)</sup> Ordinance No. 89-1 imposed the Sales Tax for a period from April 1, 1990 to March 31, 2010. Ordinance No. 04-01 imposes the Sales Tax for the period from April 1, 2010 through March 31, 2040. Thus, amounts shown for Fiscal Year ended June 30, 2010 include receipts of the Sales Tax imposed pursuant to both Ordinance No. 89-1 and Ordinance No. 04-01. Only those amounts collected in connection with the Sales Tax imposed on and after April 1 in such year would have constituted pledged Sales Tax Revenues under the Indenture. See "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2022 BONDS Pledge of Sales Tax Revenues and Certain Funds and Accounts Held by Trustee" herein.

<sup>(3)</sup> Decrease in the Fiscal Year ended June 30, 2020 and increase in the Fiscal Year ended June 30, 2021 largely attributable to the effects of the COVID-19 pandemic. See the captions "—Collection of Sales Tax Revenues" and "RISK FACTORS—COVID-19 Pandemic."

Source: The Authority.

Annual Sales Tax Revenues for the Fiscal Year ended June 30, 2021 were \$222,320,683 representing an increase of \$43,303,8000 or 24.2% from the previous Fiscal Year. Sales Tax Revenues (cash basis) for the first two quarters of the Fiscal Year ending June 30, 2022 were \$ \_\_\_\_\_, representing an increase of \_\_\_\_\_% from Sales Tax Revenues for the first two quarters of the previous Fiscal Year. The Annual Sales Tax Revenues for the Fiscal Year ended June 30, 2020 and portions of the Fiscal Year ended June 30, 2021 were significantly impacted by the effects of the COVID-19 pandemic. See the captions "—Collection of Sales Tax Revenues" and "RISK FACTORS—COVID-19 Pandemic."

The Authority is unable to predict the amount of future Sales Tax Revenues. For a summary of historical taxable retail sales within the County, see the table entitled "County of San Bernardino, Taxable Sales Transactions" in APPENDIX B — "COUNTY OF SAN BERNARDINO, CALIFORNIA DEMOGRAPHIC AND ECONOMIC INFORMATION."

The following table sets forth the Maximum Annual Debt Service coverage ratio for the Series 2014 Bonds and the Series 2022 Bonds, based on Sales Tax Revenues for the Fiscal Year ended June 30, 2021 and a par amount of \$ \_\_\_\_\_ \* for the Series 2022 Bonds. See "DEBT SERVICE SCHEDULE" herein.

\* Preliminary, subject to change.



## SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY COVERAGE RATIO

***Sales Tax Revenues  
Fiscal Year Ended  
June 30, 2021***

\$222,320,683

***Maximum Annual  
Debt Service\****

***Coverage  
Ratio\****

\* Preliminary, subject to change.

Source: PFM Financial Advisors LLC.

### Other Sales Taxes Imposed in the County

With limited exceptions, the Sales Tax is imposed on the same transactions and items subject to the State Sales Tax. See “RISK FACTORS — Other Sales Taxes” herein. In addition to the State Sales Tax and the Sales Tax, the following sales and use taxes are imposed by certain entities within the County. No portion of the State Sales Tax or the following taxes imposed within the County are pledged to the repayment of the Series 2022 Bonds.

<i>Sales and Use Tax</i>	<i>Tax Rate</i>	<i>Effective Date</i>	<i>Termination Date</i>
City of Barstow	1.00%	4/1/2019	None
City of Montclair	0.25	4/1/2005	None
City of Montclair (Essential Services Protection)	1.00	4/1/2021	None
City of Redlands	1.00	4/1/2021	None
City of San Bernardino	1.00	4/1/2021	None
City of Victorville	1.00	4/1/2021	None
Town of Yucca Valley (Essential Services)	0.50	4/1/2017	3/31/2027
Town of Yucca Valley (Sewer Implementation)	0.50	4/1/2017	3/31/2027

Source: *California City and County Sales and Use Tax Rates* (October 1, 2021), CDTFA.

Accounting for all the various sales taxes described above, transactions in the County are currently being taxed at an effective rate of 7.75% outside of the cities of Barstow, Montclair, Redlands, San Bernardino and Victorville and the Town of Yucca Valley, and at 8.75% in the cities of Barstow, Redlands, San Bernardino and Victorville and the Town of Yucca Valley, and at 9.00% in the City of Montclair.

### Outstanding Bonds

The Series 2022 Bonds are secured by Sales Tax Revenues on a parity with the Series 2014 Bonds. The Series 2014 Bonds were to finance certain transportation capital improvements and/or such other transportation improvements as permitted by the Act and the Authority Act, to fund capitalized interest on the Series 2014 Bonds, as described herein, and to pay costs of issuance of the Series 2022 Bonds. The Series 2014 Bonds are currently outstanding in the aggregate principal amount of \$53,240,000, with a final maturity of April 1, 2034. See the caption “DEBT SERVICE SCHEDULE.”

### Project Advancement Agreements

On April 1, 2009, the Board of Directors of the Authority approved Policy No. 40002, Valley Project Advancement and Advance Expenditure Processes-Measure I 2010-2040 Strategic Plan (the “Project Advance Policy”). The Project Advance Policy delineates requirements for advance expenditures to enable local jurisdictions to advance funding for development and construction of freeway interchange and grade separation projects and receive reimbursement from Sales Tax Revenues as funds become available. One of the

requirements is the freeway interchange project must be on the top ten prioritization list approved by the Board of Directors of the Authority. Interchanges in the 11-20 priority range may be eligible for an advance expenditure agreement on an exception basis, with the required financial plan. Reimbursement for these exception interchanges is required to be based on the chronological order of expenditure, following reimbursement for all active top 10 interchanges. In general, the Authority will complete reimbursement for a freeway interchange or grade separation project in its entirety prior to allocation of funds to construction of a project of lower priority on the freeway interchange or grade separation prioritization list. Additionally, Policy No. 40017, Rural Mountain/Desert Subareas Major Local Highways Program Measure I 2010-2040 Strategic Plan, allows local jurisdictions in the Rural Mountain/Desert Subareas to advance funding for local priority projects and receive reimbursement from Sales Tax Revenues as funds become available.

The Authority currently has approved four project advance agreements:

- City of Rancho Cucamonga. The Authority has agreed to reimburse the City of Rancho Cucamonga up to \$20,853,000 for interchange improvement at I-15 and Base Line Road. This project is seventh on the interchange priority list and the outstanding amount as of June 30, 2021 was \$20,853,000.
- County of San Bernardino. The Authority has agreed to reimburse County of San Bernardino up to \$393,015 for interchange improvement at I-15 and Sierra Avenue. The outstanding amount as of June 30, 2021 was \$0.
- City of Ontario. The Authority has agreed to reimburse the City of Ontario up to \$277,500 for the interchange improvement at SR-60 and Euclid Avenue. The outstanding amount as of June 30, 2021 was \$0.
- City of Big Bear Lake. The Authority has agreed to reimburse the City of Big Bear Lake up to \$3,200,000 for the Moonridge Road Improvement Project. The outstanding amount as of June 30, 2021 was \$3,200,000.

See also APPENDIX A — “AUTHORITY AUDITED FINANCIAL STATEMENTS FOR THE FISCAL YEAR ENDED JUNE 30 2021,” Note 8. Payments made by the Authority under Advancement Agreements are unsecured obligations of the Authority payable from Sales Tax Revenues, subject to certain limitations in the Project Advance Policy. Sales Tax Revenues are not pledged to the reimbursement obligations of the Authority under the Advancement Agreements.

### **Recent Developments Regarding Sales Tax Collection**

In June 2018, the United States Supreme Court published its decision in *South Dakota v. Wayfair* (the “Wayfair Decision”), in which the Supreme Court held that sales to a customer in a particular state alone are sufficient to create a nexus for purposes of determining whether a seller is required to collect sales taxes of the applicable state. Prior to the Wayfair Decision, courts had interpreted the dormant Commerce Clause of the United States Constitution to require that a company have physical nexus in a state in order for the seller to be liable for the collection of that state’s sales tax. Physical nexus is defined as having either property or payroll in the state, including a resident employee working from home or inventory stored in that state.

The State of California has issued guidance in response to the Wayfair Decision. Under such guidance, retailers located outside of the State are required to register with the CDTFA, collect the California use tax, and pay the tax to the CDTFA based on the amount of their sales into California, even if they do not have a physical presence in the state. The new collection requirements apply to retailers if during the preceding or current calendar year certain sales thresholds are met. The new collection requirements started to apply to taxable sales of tangible personal property to California consumers on and after April 1, 2019, and were not retroactive. Additionally, the State’s passage of Assembly Bill 147, signed by the Governor on April 25, 2019, provides the



implementation rules for the Wayfair Decision in California. The Authority is unable to predict the ultimate benefit that the Wayfair Decision may have on Sales Tax Revenues.

## **SAN BERNARDINO COUNTY TRANSPORTATION EXPENDITURE PLAN**

### **General Description**

On November 7, 1989, the voters of the County approved the San Bernardino County Transportation Expenditure Plan contained in Ordinance No. 89-1 of the Authority. Ordinance No. 89-1 provided for the imposition of the Sales Tax for transportation purposes, including but not limited to the administration of the Authority, the construction, maintenance, improvement and operation of local streets, roads and highways, and State highways and freeways and public transit systems. These purposes include expenditures for planning, environmental reviews, engineering and design costs and related right-of-way acquisition. They also include, but are not limited to, debt service on bonds and expenses in connection with the issuance of bonds. The Sales Tax was imposed over a 20-year period from April 1, 1990 through March 31, 2010.

On January 3, 1990, the Authority adopted Ordinance No. 90-1 which amended certain provisions of Ordinance No. 89-1.

On June 2, 2004, the Authority adopted Ordinance No. 04-01 which provided for the renewal of the Sales Tax, to be imposed over a 30-year period from April 1, 2010 through March 31, 2040. On November 2, 2004, the voters of the County approved the San Bernardino County Transportation Expenditure Plan contained in Ordinance No. 04-01 of the Authority by over 80% (the “Expenditure Plan”), which included the following:

- Widening/improving I-10, I-15, I-210, I-215, SR-60, SR-62, SR-18 and US-395;
- Improving various freeway interchanges countywide;
- Improving local streets and roads;
- Expanding transit for seniors and disabled riders; and
- Expanding rail transit service.

Ordinance No. 04-01, referred to herein as the “Ordinance,” defines the parameters of the Expenditure Plan.

The Authority accounts for Sales Tax Revenues separately by subarea. Sales Tax Revenues generated from each specified subarea will be expended on projects of direct benefit to that subarea within the County, as provided in the Expenditure Plan. Allocation of the Sales Tax Revenue to each subarea will be subordinate to the payment of principal of and interest on the Bonds, including the Series 2022 Bonds.

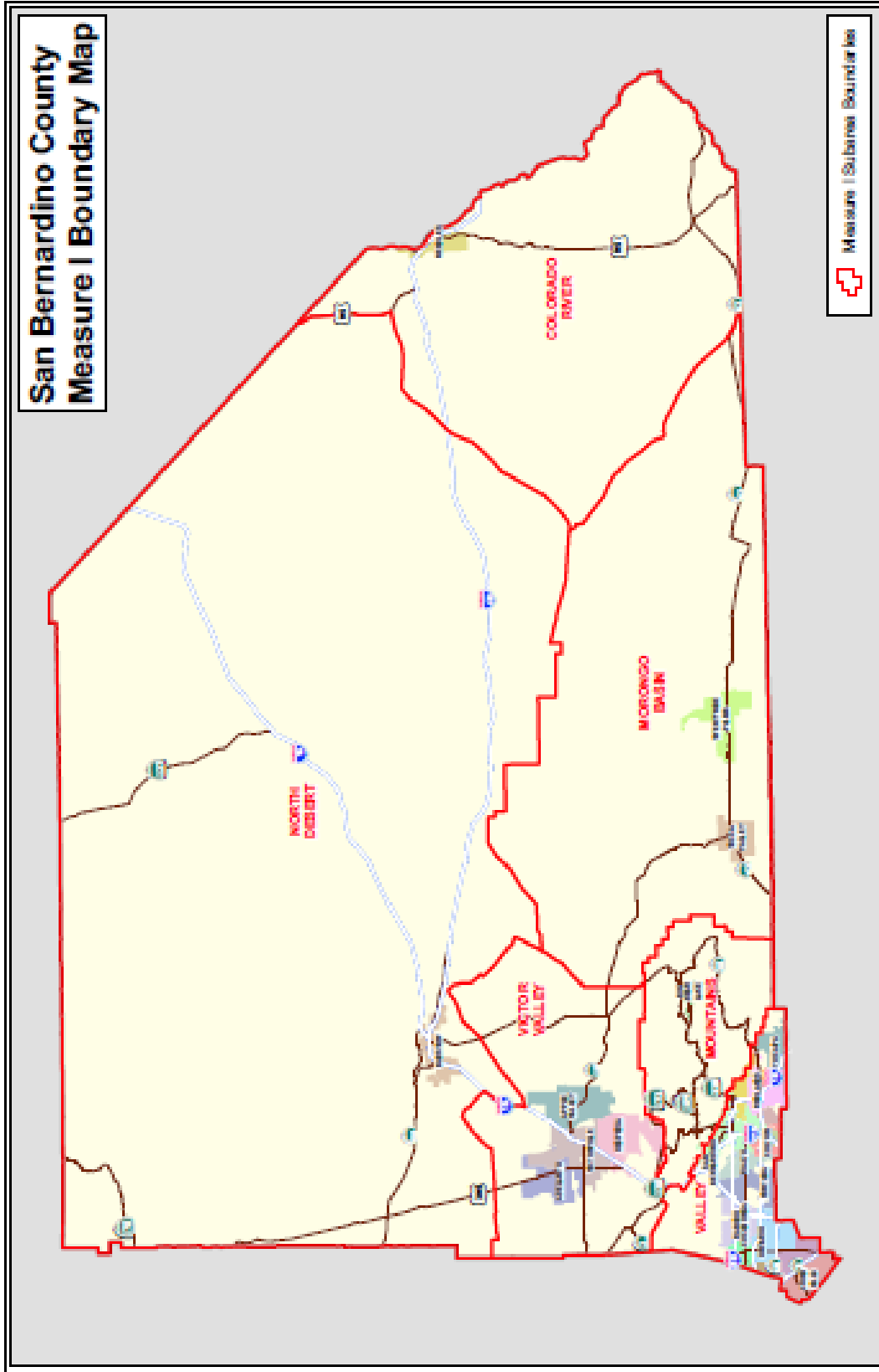
### **Expenditure Plan**

The following is a description of the requirements and parameters of the Expenditure Plan. The entire Expenditure Plan is located at <https://www.gosbcta.com/wp-content/uploads/2019/10/MeasureI-Ordinance04-01andTransportationExpenditurePlan.pdf>. Information set forth on such website is not incorporated herein by reference.

After deduction of all required CDTFA fees and authorized costs (including payment of debt service on the Series 2014 Bonds and the Series 2022 Bonds), revenues generated from each specified subarea within the County will be expended on projects of direct benefit to that subarea. Revenues will be accounted for separately for each subarea and then allocated to specified project categories. Decisions on how revenues are expended within the subareas will be made by the Authority’s Board of Directors, based upon recommendation of local representatives.

***Subarea Identification.*** The San Bernardino Valley Subarea includes the cities of Chino, Chino Hills, Colton, Fontana, Grand Terrace, Highland, Loma Linda, Montclair, Ontario, Rancho Cucamonga, Redlands, Rialto, San Bernardino, Upland and Yucaipa and unincorporated areas in the east and west portions of the San Bernardino valley urbanized area. The Mountain-Desert Area includes the following subareas: (1) the North Desert Subarea, which includes the City of Barstow and surrounding unincorporated areas; (2) the Colorado River Subarea, which includes the City of Needles and the surrounding unincorporated areas of the East Desert; (3) the Morongo Basin Subarea, which includes the City of Twentynine Palms, Town of Yucca Valley and surrounding unincorporated areas; (4) the Mountain Subarea, which includes the City of Big Bear Lake and surrounding unincorporated areas of the San Bernardino Mountains; and (5) the Victor Valley Subarea, which includes the Cities of Adelanto, Hesperia and Victorville; the Town of Apple Valley; and surrounding unincorporated areas including Wrightwood. A map of the subareas can be found on the following page.

***Cajon Pass Expenditure Plan.*** Three percent of the revenue generated in the San Bernardino Valley Subarea and the Victor Valley Subarea will be reserved in advance of other allocations specified in the Expenditure Plan in an account for funding of the I-15/I-215 Interchange in Devore, I-15 widening through Cajon Pass and truck lane development. Cajon Pass serves as the major transportation corridor connecting the two urbanized areas within the County and is in need of the identified improvements, which are critical components to intra-county travel for residents of both the Victor Valley and San Bernardino Valley.



***San Bernardino Valley Subarea Expenditure Plan.*** Sales Tax Revenues collected in the Valley Subarea will be allocated among the project categories according to the percentages listed in the following table:

<b><i>Project</i></b>	<b><i>Description of Project</i></b>	<b><i>% of Revenue</i></b>
Freeway Program	Eligible projects include: I-10 widening from I-15 to Riverside County Line, I-15 widening from Riverside County Line to I-215, I-215 widening from Riverside County Line to I-10, I-215 widening from SR-210 to I-15, SR-210 widening from I-215 to I-10, and carpool lane connectors.	29%
Freeway Interchange Program	Eligible projects include various interchanges on I-10, I-15, SR-60, I-215, and SR-210. The SANBAG Nexus Study contains the list of freeway interchanges in the Valley that are eligible for these funds.	11%
Major Street Program	The SANBAG Nexus Study and CMP requirements have established projects that are eligible for funding under this program. Both rail/highway grade separations and arterial roadway improvements on the regional Nexus Study Network are eligible. The regional network is identified in the Nexus Study.	17%
Local Street Program	Local street projects are defined as local street and road construction, repair, maintenance and other eligible local transportation priorities. Expenditure of funds shall be based on a Five Year Plan adopted annually by the governing body of each jurisdiction. Funds are passed by the Authority directly through to the local jurisdictions.	20%
Metrolink/Rail Program	Eligible expenditures include, in part, purchase of additional Metrolink commuter rail passenger cars and locomotives, construction of additional track capacity, construction of additional parking spaces at Metrolink stations, new passenger rail service between San Bernardino and Redlands, and extension of the Gold Line light rail to Montclair.	8%
Express Bus/Bus Rapid Transit Program	Funds in this category shall be expended for the development, implementation, and operation of express bus and bus rapid transit (BRT) service, to be jointly developed by the Authority and transit service agencies serving the Valley Subarea.	5%
Senior and Disabled Transit Program	This is a continuation of the subsidy to transit operators to reduce fares for senior and disabled citizens and provides an additional 2% for the formation of a Consolidated Transportation Services Agency.	8%
Traffic Management Systems Program	Eligible projects include signal synchronization, systems to improve traffic flow, commuter assistance programs, freeway service patrol, and projects which contribute to environmental enhancement associated with transportation facilities.	2%

***Mountain-Desert Expenditure Plan.*** Sales Tax Revenues collected in the Mountain Desert Subareas will be allocated among the project categories according to the percentages listed in the following table:

<b><i>Project</i></b>	<b><i>Description of Project</i></b>	<b><i>% of Revenue</i></b>
Local Street Program	Local street projects are defined as street and road construction, repair, maintenance and other eligible transportation priorities established by local jurisdictions. Expenditure of funds shall be based on a Five Year Plan adopted annually by the governing body of each jurisdiction. Funds are passed by the Authority directly through to the local jurisdictions.	68%
Major Local Highway Program	Major Local Highway Projects are defined as major streets and highways serving as primary routes of travel within the subarea, which may include State highways and freeways, where appropriate. Major Local Highway Projects funds can be utilized to leverage other state and federal funds for transportation projects and to perform advance planning/project reports.	25%
Senior and Disabled Transit Program <sup>1</sup>	In the North Desert, Colorado River, Morongo Basin, and Mountain Subareas, local representatives may provide additional funding beyond 5% upon a finding that such increase is required to address unmet transit needs of senior and disabled transit services. All increases above the 5% initial revenue collected for Senior and Disabled Transit Service shall come from the general Local Street Projects category of the subarea.	5%
Project Development and Traffic Management Systems	Projects may include costs associated with corridor studies and project study reports, projects to improve traffic flow and maximize use of transportation facilities, congestion management, commuter assistance programs, and projects which contribute to environmental enhancement associated with highway facilities. If after five years of revenue collection and every five years thereafter, the local representatives and the Mountain/Desert Committee make a finding that Project Development and Traffic Management System funds are not required for improvements of benefit to the subarea, then revenue in the Project Management and Traffic Management System category may be returned to the general Local Street Projects category.	2%

### **Future Financing Plans**

The Authority anticipates issuing up to approximately \$600 million of additional Bonds during the next ten Fiscal Years secured by Sales Tax Revenues to fund transportation projects authorized under the Expenditure

<sup>1</sup> In the Victor Valley Subarea, the percentage for Senior and Disabled Transit Service was initially 5% and increased by 0.5% in 2015 with additional increases of 0.5% every five years thereafter to a maximum of 7.5%.

Plan. The principal amount of additional Bonds or other financing instruments to be subsequently issued by the Authority and the timing of any such issuance or issuances will be determined by the Authority based on a variety of factors including the costs and timing of design and construction of the transportation projects to be financed and the resources then available. The issuance of additional Bonds is subject to the requirements of the Indenture. See “SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2022 BONDS — Additional Bonds and Other Obligations.”

### **AUTHORITY INVESTMENT PORTFOLIO**

Funds of the Authority are invested pursuant to an investment policy adopted by the Board, which permits the Authority to invest in some (but not all) of the types of securities authorized by State law for the investment of funds of local agencies (California Government Code Section 53600 et seq.) The securities in which the Authority currently is authorized to invest include United States treasury notes, bonds and bills, bonds, notes, bills, warrants and obligations issued by certain agencies of the United States, certain bankers acceptances, certain corporate commercial paper of prime quality, certificates of deposit, certain medium term corporate notes, certain shares of beneficial interest in diversified management companies (mutual funds), the State’s local agency investment fund, the San Bernardino County local agency investment fund, certain collateralized repurchase agreements, and other securities authorized under State law as appropriate for public fund investments and not specifically prohibited by the investment policy. The investment policy (which is subject to change in the future) does not allow investment in reverse repurchase agreements, financial futures, option contracts, mortgage interest strips, inverse floaters or securities lending or any investment that fails to meet the credit or portfolio limits of the investment policy at the time of investment.

Funds held by the Trustee under the Indenture are invested in Investment Securities (as defined in Appendix C) by the Trustee in accordance with instructions from the Authority. The instructions from the Authority currently restrict those investments to investments permitted by the investment policy adopted by the Board described above (except that the Trustee is permitted to invest a greater percentage of funds in mutual funds and a single mutual fund than the investment policy would otherwise permit).

The Authority’s primary investment strategy is to purchase investments with the intent to hold them to maturity. However, the Authority may sell an investment prior to maturity to avoid losses to the Authority resulting from further erosion of the market value of such investment or to meet operation or project liquidity needs.

The value of the various investments in the portfolio will fluctuate on a daily basis as a result of a multitude of factors, including generally prevailing interest rates and other economic conditions. Further, such values may vary based on credit quality, ratings, or other factors. Therefore, there can be no assurance that the values of the various investments in the portfolio will not vary significantly from the values described below. Further, the values specified in the following tables were based upon estimates of market values provided to the Authority by a third party as of December 31, 2021. Accordingly, there can be no assurance that if these securities had been sold on December 31, 2021, the portfolio would have received the values specified. In addition, under certain provisions of the Indenture, funds and accounts held under the Indenture must be invested in certain specified Investment Securities that include investment agreements and other investments not described above.

As of December 31, 2021, the average maturity of the Authority’s portfolio was \_\_\_\_ years, with an average yield of approximately \_\_\_\_%.

**AUTHORITY INVESTMENT PORTFOLIO INFORMATION  
AS OF DECEMBER 31, 2021 <sup>(1)</sup>**

<i>Investments</i>	<i>Percent of Portfolio<sup>(2)</sup></i>	<i>Par Value</i>	<i>Market Value</i>
Cash or Cash Equivalents			
State of California Local Agency Investment Fund			
San Bernardino County Pool			
(inclusive of Transportation Development Act funds)			
U.S. Treasuries			
U.S. Agencies			
Municipal Obligations			
Corporate Medium Term Notes			
Collateralized Deposits			
<b>TOTAL INVESTMENTS</b>			

<sup>(1)</sup> Unaudited.

<sup>(2)</sup> Based on market value, excluding accrued interest.

Source: The Authority.

**RISK FACTORS**

**Economy of the County and the State**

The amount of Sales Tax Revenues collected at any time is directly dependent upon the level of retail sales within the County, which, in turn, depends on the level of general economic activity in the County. During the latter part of 2007 through 2010 the economy of the County was in a recession, as evidenced by a high unemployment rate, a decrease in total personal income and taxable sales, a drop in residential and commercial building permits, a decline in the rate of home sales and the median price of single-family homes and condominiums, an increase in notices of default on mortgage loans secured by homes and condominiums and an increase in foreclosures resulting from such defaults. During the Fiscal Years ended June 30, 2007 through 2010, the Sales Tax Revenues decreased each year to a low of approximately \$106 million in the Fiscal Year ended June 30, 2010. As a result of the COVID-19 pandemic, economic activity and taxable sales within the County decreased, and correspondingly the Sales Tax Revenues in the Fiscal Year ended June 30, 2020 decreased compared to prior years. While the Sales Tax Revenues for the Fiscal Year ended June 30, 2021 were approximately \$222 million compared to the Fiscal Year ended June 30, 2020, representing an approximately 24.2% increase, the Sales Tax Revenues could decline in the future for various reasons, including but not limited to the future impacts of COVID-19. See the captions “INTRODUCTION—Impact of COVID-19 Pandemic” and “THE SALES TAX—Historical Sales Tax Revenues.”

For information relating to certain economic conditions within the County and the State, see APPENDIX B — “COUNTY OF SAN BERNARDINO, CALIFORNIA DEMOGRAPHIC AND ECONOMIC INFORMATION.”

**Investments**

The Authority has significant holdings in a broad range of investments. Market fluctuations have affected and will continue to affect materially the value of those investments and those fluctuations may be and historically have been material. The market disruption has exacerbated the market fluctuations, but as a result of stable investments in government securities, the Authority’s portfolio has not suffered any major losses with respect to the principal amount of funds invested. The Authority has experienced a reduction in interest income on such investments as a result of current market conditions. See “AUTHORITY INVESTMENT PORTFOLIO” herein.



## **Collection of the Sales Tax**

With limited exceptions, the Sales Tax is imposed upon the same transactions and items subject to the sales tax levied statewide by the State. The State Legislature or the voters within the State, through the initiative process, could change or limit the transactions and items upon which the statewide sales tax and the Sales Tax are imposed. Any such change or limitation could have a material adverse impact on the Sales Tax Revenues collected. For a description of the Sales Tax, see “THE SALES TAX” herein.

## **Proposition 218**

On November 5, 1996, voters in the State approved an initiative known as the Right to Vote on Taxes Act (“Proposition 218”). Proposition 218 added Articles XIII C and XIII D to the California Constitution. Article XIII C requires majority voter approval for the imposition, extension or increase of general taxes and two-thirds voter approval for the imposition, extension or increase of special taxes by a local government, which is defined to include local or regional governmental agencies such as the Authority. The Sales Tax was approved by more than two thirds of the voters in the County and is therefore in compliance with the requirements of Proposition 218. Article XIII C also removes limitations that may have applied to the voter initiative power with regard to reducing or repealing previously authorized local taxes, even previously voter-approved taxes like the Sales Tax. In the view of the Authority, however, any attempt by the voters to use the initiative provisions of Proposition 218 to rescind or reduce the levy and collection of the Sales Tax in a manner which would prevent the payment of debt service on the Series 2022 Bond, would violate the Contracts Clause of the United States Constitution and, accordingly, would be precluded. The interpretation and application of Proposition 218 will ultimately be determined by the courts.

## **Further Initiatives**

Proposition 218 was adopted as a measure that qualified for the ballot pursuant to California’s initiative process. From time to time other initiative measures could be adopted, which may affect the Authority’s ability to levy and collect the Sales Tax.

## **No Acceleration or Increase in Interest Rate Upon Default**

The Indenture does not contain a provision allowing for the acceleration of the Series 2022 Bonds or an increase in the interest rate on the Series 2022 Bonds, in the event of a default in the payment of principal and interest on the Series 2022 Bonds when due. In the event of a default by the Authority, the Holders of at least a majority of the aggregate amount of the Series 2022 Bonds will have the right to request the Trustee to exercise the remedies, subject to the limitations thereon, set forth in the Indenture. See APPENDIX C — “DEFINITIONS AND SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE.”

## **Loss of Tax Exemption**

As discussed under “TAX MATTERS,” interest on the Series 2022 Bonds could become includable in federal gross income, possibly from the date of issuance of the Series 2022 Bonds, as a result of acts or omissions of the Authority subsequent to the issuance of the Series 2022 Bonds. Should interest become includable in federal gross income, the Series 2022 Bonds are not subject to redemption by reason thereof and will remain outstanding until maturity.

## **Bankruptcy Considerations**

The Authority is permitted to file for Chapter 9 municipal bankruptcy under certain circumstances. Should the Authority file for bankruptcy, there could be adverse effects on the holders of the Series 2022 Bonds.

If the Sales Tax Revenues are “special revenues” under the Bankruptcy Code, then Sales Tax Revenues collected after the date of the bankruptcy filing should be subject to the lien of the Indenture. “Special revenues” are defined to include taxes specifically levied to finance one or more projects or systems, excluding receipts from general property, sales, or income taxes levied to finance the general purposes of the governmental entity. The Sales Tax was levied to finance the Expenditure Plan, which includes a number of projects (collectively referred to herein as the “Expenditure Plan Projects”), and some of these Expenditure Plan Projects are described in broad terms. No assurance can be given that a court would not hold that the Sales Tax Revenues are not special revenues. Were the Sales Tax Revenues determined not to be “special revenues,” then Sales Tax Revenues collected after the commencement of a bankruptcy case would likely not be subject to the lien of the Indenture. The holders of the Series 2022 Bonds may not be able to assert a claim against any property of the Authority other than the Sales Tax Revenues, and were these amounts no longer subject to the lien of the Indenture following commencement of a bankruptcy case, then there could thereafter be no amounts from which the holders of the Series 2022 Bonds are entitled to be paid.

The Bankruptcy Code provides that special revenues can be applied to necessary operating expenses of the project or system from which the special revenues are derived, before they are applied to other obligations. This rule applies regardless of the provisions of the transaction documents. It is not clear as to whether, or to what extent, Sales Tax Revenues would be considered to be “derived” from the Expenditure Plan Projects. To the extent that Sales Tax Revenues are determined to be derived from the Expenditure Plan Projects, the Authority may be able to use Sales Tax Revenues to pay necessary operating expenses connected with the Expenditure Plan Projects, before the remaining Sales Tax Revenues are turned over to the Trustee to pay amounts owed to the holders of the Series 2022 Bonds. It is not clear precisely which expenses would constitute necessary operating expenses.

If the Authority is in bankruptcy, the parties (including the holders of the Series 2022 Bonds) may be prohibited from taking any action to collect any amount from the Authority or to enforce any obligation of the Authority, unless the permission of the bankruptcy court is obtained. These restrictions may also prevent the Trustee from making payments to the holders of the Series 2022 Bonds from funds in the Trustee’s possession. The procedure pursuant to which Sales Tax Revenues are paid directly by the CDTFA to the Trustee may no longer be enforceable, and the Authority may be able to require the CDTFA to pay Sales Tax Revenues directly to the Authority.

The Authority as a debtor in bankruptcy may be able to borrow additional money that is secured by a lien on any of its property (including Sales Tax Revenues), which lien could have priority over the lien of the Indenture, or to cause some Sales Tax Revenues to be released to it, free and clear of lien of the Indenture, in each case provided that the bankruptcy court determines that the rights of the Trustee and the holders of the Series 2022 Bonds will be adequately protected. The Authority may also be able, without the consent and over the objection of the Trustee and the holders of the Series 2022 Bonds, to alter the priority, interest rate, payment terms, collateral, maturity dates, payment sources, covenants (including tax-related covenants), and other terms or provisions of the Indenture and the Series 2022 Bonds, provided that the bankruptcy court determines that the alterations are fair and equitable.

There may be delays in payments on the Series 2022 Bonds while the court considers any of these issues. There may be other possible effects of a bankruptcy of the Authority that could result in delays or reductions in payments on the Series 2022 Bonds, or result in losses to the holders of the Series 2022 Bonds. Regardless of any specific adverse determinations in an Authority bankruptcy proceeding, the fact of such Authority bankruptcy proceeding could have an adverse effect on the liquidity and value of the Series 2022 Bonds.

### **Cybersecurity**

The Authority, like many other public and private entities, relies on computers, digital networks and other systems to conduct financial and operational activities. As the recipient and provider of personal, private, or other electronic sensitive information, the Authority is potentially subject to multiple cyber threats including,

but not limited to, hacking, viruses, malware, ransomware and other attacks on computers and sensitive digital networks and systems. Entities or individuals may attempt to gain unauthorized access to the Authority's systems for the purposes of misappropriating assets, or information, or causing operational disruption and damage.

While the Authority has taken certain cybersecurity precautions, no assurances can be given that the security and operational control measures of the Authority, will be successful in guarding against any and every cyber threat or breach. The cost of remedying damage or disruption caused by cyber-attacks, could be substantial and may well be in excess of any applicable insurance coverages.

### Climate Change

Numerous scientific studies on global climate change show that, among other effects on the global ecosystem, sea levels will rise, extreme temperatures will become more common, and extreme weather events will become more frequent as a result of increasing global temperatures attributable to atmospheric pollution. For example, the Fourth National Climate Assessment, published by the U.S. Global Change Research Program, in November 2018 (NCA4) finds that more frequent and intense extreme weather and climate-related events, as well as changes in average climate conditions, are expected to continue to damage infrastructure, ecosystems and social systems over the next 25 to 100 years. The Authority cannot predict what impact climate change will have on Sales Tax Revenues in the future.

## FINANCIAL STATEMENTS

The financial statements of the Authority for the Fiscal Year ended June 30, 2021, included in APPENDIX A of this Official Statement have been audited by Crowe LLP (the "Auditor"), independent auditors, as stated in their report therein. The Auditor was not requested to consent to the inclusion of its report in APPENDIX A, nor has it undertaken to update its report or to take any action intended or likely to elicit information concerning the accuracy, completeness or fairness of the statements made in this Official Statement, and no opinion is expressed by the Auditor with respect to any event subsequent to the date of its report. In addition, the Auditor has not been engaged to perform, and has not performed, since the date of its report, any procedures on the financial statements addressed in that report. The Auditor also has not performed any procedures relating to this Official Statement. **Crowe LLP undertakes no responsibility for the contents of this Official Statement.** For more recent financial information with respect to the collection of Sales Tax Revenues, see "THE SALES TAX — Historical Sales Tax Revenues" herein.

## LITIGATION

There is not now pending or, to the knowledge of the Authority, threatened, any litigation restraining or enjoining the issuance or delivery of the Series 2022 Bonds or questioning or affecting the validity of the Series 2022 Bonds or the proceedings and authority under which they are to be issued or the levy, collection and pledge of Sales Tax Revenues. Neither the creation, organization or existence of the Authority, nor the title of the present members of the Authority to their respective offices, is being contested. In the ordinary course of business, the Authority is exposed to claims, asserted or unasserted, that may arise from its performance under contractual agreements and other matters. In the opinion of management, settlement of such claims, if any, will not have a material adverse effect on the Authority's finances.

Certain claims involving disputed construction and right of way acquisitions costs have arisen in the ordinary course of business. Additionally, the Authority is a defendant in various lawsuits. Although the outcome of these matters is not presently determinable, management does not expect that the resolution of these matters will have a material adverse impact on the financial condition of the Authority.

## TAX MATTERS

In the opinion of Stradling Yocca Carlson & Rauth, a Professional Corporation, Newport Beach, California, Bond Counsel, under existing statutes, regulations, rulings and judicial decisions, and assuming the accuracy of certain representations and compliance with certain covenants and requirements described herein, interest (and original issue discount) on the Series 2022 Bonds is excluded from gross income for federal income tax purposes, and is not an item of tax preference for purposes of calculating the federal alternative minimum tax imposed on individuals. In the further opinion of Bond Counsel, interest (and original issue discount) on the Series 2022 Bonds is exempt from State of California personal income tax.

The difference between the issue price of a Series 2022 Bond (the first price at which a substantial amount of the Series 2022 Bonds of a maturity is to be sold to the public) and the stated redemption price at maturity with respect to the Series 2022 Bond constitutes original issue discount. Original issue discount accrues under a constant yield method, and original issue discount will accrue to the Beneficial Owner of the Series 2022 Bond before receipt of cash attributable to such excludable income. The amount of original issue discount deemed received by the Beneficial Owner of a Series 2022 Bond will increase the Beneficial Owner's basis in the applicable Series 2022 Bond. In the opinion of Bond Counsel, the amount of original issue discount that accrues to the Beneficial Owner of a Series 2022 Bond is excluded from the gross income of such Beneficial Owner for federal income tax purposes, and is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals. In the opinion of Bond Counsel, the amount of original issue discount that accrues to the Beneficial Owner of a Series 2022 Bond is exempt from State of California personal income tax.

Bond Counsel's opinion as to the exclusion from gross income for federal income tax purposes of interest (and original issue discount) on the Series 2022 Bonds is based upon certain representations of fact and certifications made by the Authority and others and is subject to the condition that the Authority complies with all requirements of the Internal Revenue Code of 1986, as amended (the "Code"), that must be satisfied subsequent to the issuance of the Series 2022 Bonds to assure that interest (and original issue discount) on the Series 2022 Bonds will not become includable in gross income for federal income tax purposes. Failure to comply with such requirements of the Code might cause the interest (and original issue discount) on the Series 2022 Bonds to be included in gross income for federal income tax purposes retroactive to the date of issuance of the Series 2022 Bonds. The Authority will covenant to comply with all such requirements.

The amount by which a Beneficial Owner's original basis for determining loss on sale or exchange in the applicable Series 2022 Bond (generally, the purchase price) exceeds the amount payable on maturity (or on an earlier call date) constitutes amortizable bond premium, which must be amortized under Section 171 of the Code; such amortizable bond premium reduces the Beneficial Owner's basis in the applicable Series 2022 Bond (and the amount of tax-exempt interest received), and is not deductible for federal income tax purposes. The basis reduction as a result of the amortization of bond premium may result in a Beneficial Owner realizing a taxable gain when a Series 2022 Bond is sold by the Beneficial Owner for an amount equal to or less (under certain circumstances) than the original cost of the Series 2022 Bond to the Beneficial Owner. Purchasers of the Series 2022 Bonds should consult their own tax advisors as to the treatment, computation and collateral consequences of amortizable bond premium.

Bond Counsel's opinions may be affected by actions taken (or not taken) or events occurring (or not occurring) after the date hereof. Bond Counsel has not undertaken to determine, or to inform any person, whether any such actions or events are taken or do occur. The Indenture and the Tax Certificate relating to the Series 2022 Bonds permit certain actions to be taken or to be omitted if a favorable opinion of a bond counsel is provided with respect thereto. Bond Counsel expresses no opinion as to the effect on the exclusion from gross income for federal income tax purposes of interest (or original issue discount) on any Series 2022 Bond if any such action is taken or omitted based upon the advice of counsel other than Bond Counsel.

Although Bond Counsel will render an opinion that interest (and original issue discount) on the Series 2022 Bonds is excluded from gross income for federal income tax purposes provided that the Authority continues to comply with certain requirements of the Code, the ownership of the Series 2022 Bonds and the accrual or receipt of interest (and original issue discount) with respect to the Series 2022 Bonds may otherwise affect the tax liability of certain persons. Bond Counsel expresses no opinion regarding any such tax consequences. Accordingly, before purchasing any of the Series 2022 Bonds, all potential purchasers should consult their tax advisors with respect to collateral tax consequences relating to the Series 2022 Bonds.

The Internal Revenue Service (the “IRS”) has initiated an expanded program for the auditing of tax-exempt bond issues, including both random and targeted audits. It is possible that the Series 2022 Bonds will be selected for audit by the IRS. It is also possible that the market value of the Series 2022 Bonds might be affected as a result of such an audit of the Series 2022 Bonds (or by an audit of similar bonds). No assurance can be given that in the course of an audit, as a result of an audit, or otherwise, Congress or the IRS might not change the Code (or interpretation thereof) subsequent to the issuance of the Series 2022 Bonds to the extent that it adversely affects the exclusion from gross income of interest (and original issue discount) on the Series 2022 Bonds or their market value.

SUBSEQUENT TO THE ISSUANCE OF THE SERIES 2022 BONDS THERE MIGHT BE FEDERAL, STATE, OR LOCAL STATUTORY CHANGES (OR JUDICIAL OR REGULATORY CHANGES TO OR INTERPRETATIONS OF FEDERAL, STATE, OR LOCAL LAW) THAT AFFECT THE FEDERAL, STATE, OR LOCAL TAX TREATMENT OF THE SERIES 2022 BONDS INCLUDING THE IMPOSITION OF ADDITIONAL FEDERAL INCOME OR STATE TAXES BEING IMPOSED ON OWNERS OF TAX-EXEMPT STATE OR LOCAL OBLIGATIONS, SUCH AS THE SERIES 2022 BONDS. THESE CHANGES COULD ADVERSELY AFFECT THE MARKET VALUE OR LIQUIDITY OF THE SERIES 2022 BONDS. NO ASSURANCE CAN BE GIVEN THAT SUBSEQUENT TO THE ISSUANCE OF THE SERIES 2022 BONDS STATUTORY CHANGES WILL NOT BE INTRODUCED OR ENACTED OR JUDICIAL OR REGULATORY INTERPRETATIONS WILL NOT OCCUR HAVING THE EFFECTS DESCRIBED ABOVE. BEFORE PURCHASING ANY OF THE SERIES 2022 BONDS, ALL POTENTIAL PURCHASERS SHOULD CONSULT THEIR TAX ADVISORS REGARDING POSSIBLE STATUTORY CHANGES OR JUDICIAL OR REGULATORY CHANGES OR INTERPRETATIONS, AND THEIR COLLATERAL TAX CONSEQUENCES RELATING TO THE SERIES 2022 BONDS.

The form of Bond Counsel’s proposed opinion with respect to the Series 2022 Bonds is attached hereto in Appendix F.

### **LEGAL MATTERS**

The validity of the Series 2022 Bonds and certain other legal matters are subject to the approving opinion of Stradling Yocca Carlson & Rauth, a Professional Corporation, Newport Beach, California, Bond Counsel to the Authority. A complete copy of the proposed form of Bond Counsel opinion is contained in Appendix F hereto. Bond Counsel undertakes no responsibility for the accuracy, completeness or fairness of this Official Statement. Stradling Yocca Carlson & Rauth, a Professional Corporation, Newport Beach, California, is also acting as Disclosure Counsel to the Authority. Certain legal matters will be passed upon for the Authority by General Counsel to the Authority, and for the Underwriter by Nixon Peabody LLP, as Underwriter’s Counsel.

### **RATINGS**

S&P Global Ratings, a business unit of Standard & Poor’s Financial Services LLC (“S&P”), has assigned a rating of “\_\_\_\_\_” to the Series 2022 Bonds and Fitch Ratings, Inc. (“Fitch”) has assigned a rating of “\_\_\_\_\_” to the Series 2022 Bonds. These ratings reflect only the views of S&P and Fitch, respectively, and do not constitute a recommendation to buy, sell or hold the Series 2022 Bonds. An explanation of these ratings and any outlook associated with these ratings should be obtained from the respective rating agency.



The Authority has furnished to S&P and Fitch certain information respecting the Series 2022 Bonds and the Authority including information not included herein. Generally, rating agencies base their ratings on such information and materials and their own investigations, studies and assumptions. The ratings are subject to revision or withdrawal at any time by S&P and Fitch, and there is no assurance that the ratings will continue for any period of time or that it will not be lowered, suspended or withdrawn. The Authority undertakes no responsibility to oppose any such revision, suspension or withdrawal. Any reduction, suspension or withdrawal of the ratings, or other actions by a rating agency relating to its rating, may have an adverse effect on the market price for, or marketability of, the Series 2022 Bonds.

## UNDERWRITING

The Series 2022 Bonds are being purchased pursuant to a purchase contract, dated the date hereof (the "Purchase Contract"), by and between the Authority and Wells Fargo Bank, National Association (the "Underwriter"). The Series 2022 Bonds are being purchased at a purchase price of \$\_\_\_\_\_ (representing the par amount of the Series 2022 Bonds, [plus/less] an original issue [premium/discount] of \$\_\_\_\_\_, less an Underwriter's discount of \$\_\_\_\_\_). The Purchase Contract provides that the Underwriter will purchase all of the Series 2022 Bonds if any are purchased.

Wells Fargo Corporate & Investment Banking (which may be referred to elsewhere as "CIB," "Wells Fargo Securities" or "WFS") is the trade name used for the corporate banking, capital markets and investment banking services of Wells Fargo & Company and its subsidiaries, including Wells Fargo Bank, National Association ("WFBNA"), a member of the National Futures Association, which conducts its municipal securities sales, trading and underwriting operations through the Wells Fargo Bank, N.A. Municipal Finance Group, a separately identifiable department of WFBNA, registered with the U.S. Securities and Exchange Commission as a municipal securities dealer pursuant to Section 15B(a) of the Securities Exchange Act of 1934.

WFBNA, acting through its Municipal Finance Group, the sole underwriter of the Series 2022 Bonds, has entered into an agreement (the "WFA Distribution Agreement") with its affiliate, Wells Fargo Clearing Services, LLC (which uses the trade name "Wells Fargo Advisors") ("WFA"), for the distribution of certain municipal securities offerings, including the Series 2022 Bonds. Pursuant to the WFA Distribution Agreement, WFBNA will share a portion of its underwriting or remarketing agent compensation, as applicable, with respect to the Series 2022 Bonds with WFA. WFBNA has also entered into an agreement (the "WFSLLC Distribution Agreement") with its affiliate Wells Fargo Securities, LLC ("WFSLLC"), for the distribution of municipal securities offerings, including the Series 2022 Bonds. Pursuant to the WFSLLC Distribution Agreement, WFBNA pays a portion of WFSLLC's expenses based on its municipal securities transactions. WFBNA, WFSLLC, and WFA are each wholly-owned subsidiaries of Wells Fargo & Company.

The Underwriter may offer and sell the Series 2022 Bonds to certain dealers (including dealers depositing the Series 2022 Bonds into investment trusts) and others at prices lower than the public offering prices stated on the inside front cover page hereof. The initial public offering prices may be changed from time to time by the Underwriter.

The Underwriter and its affiliates are full service financial institutions engaged in various activities, which may include securities trading, commercial and investment banking, financial advisory, investment management, principal investment, hedging, financing and brokerage services. The Underwriter and its affiliates have, from time to time, performed, and may in the future perform, various financial advisory and investment banking services for the Authority, for which they received or will receive customary fees and expenses.

In the ordinary course of their various business activities, the Underwriter and its affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities, which may include credit default swaps) and financial instruments (including bank loans) for their own account and for the accounts of their customers and may at any time hold long and short positions in such securities and instruments. Such investment and securities activities may involve securities and instruments of the Authority.

The Underwriter and its affiliates may also communicate independent investment recommendations, market color or trading ideas and/or publish or express independent research views in respect of such assets, securities or instruments and may at any time hold, or recommend to clients that they should acquire, long and/or short positions in such assets, securities and instruments.

### CONTINUING DISCLOSURE

The Authority has covenanted for the benefit of the owners and beneficial owners of the Series 2022 Bonds to provide certain financial information and operating data relating to the Authority by not later than 270 days following the end of the Authority's Fiscal Year (presently June 30) (the "Annual Report"), commencing with the report for the Fiscal Year ended June 30, 2022, and to provide notices of the occurrence of certain enumerated events, in some cases if material. The Annual Report and notices of enumerated events will be filed by the Dissemination Agent on behalf of the Authority with the Municipal Securities Rulemaking Board. The filing of the Annual Report and notices of enumerated events shall be made in accordance with the Electronic Municipal Market Access ("EMMA") system of the Municipal Securities Rulemaking Board which is currently the only Repository or in another manner approved under the Rule. The specific nature of the information to be contained in the Annual Report and the notices of events is set forth in APPENDIX D — "PROPOSED FORM OF CONTINUING DISCLOSURE CERTIFICATE." These covenants have been made in order to assist the Underwriter in complying with the Rule. [The Authority has not historically filed notices of bond insurer rating downgrades. Otherwise, the Authority has not failed to comply in all material respects with its continuing disclosure undertakings made pursuant to the Rule during the past five years.] ***[TO BE UPDATED BASED ON A REVIEW BY THE UNDERWRITER]***

### MUNICIPAL ADVISOR

The Authority has retained PFM Financial Advisors, LLC, San Francisco, California, as municipal advisor (the "Municipal Advisor") in connection with the issuance of the Series 2022 Bonds. The Municipal Advisor has not undertaken to make an independent verification or to assume responsibility for the accuracy, completeness, or fairness of the information contained in this Official Statement. Compensation paid to the Municipal Advisor in connection with the Series 2022 Bonds is contingent upon the issuance and sale of the Series 2022 Bonds.

### MISCELLANEOUS

The references herein to the Act, the Authority Act and the Indenture are brief summaries of certain provisions thereof. Such summaries do not purport to be complete or definitive. For full and complete statements of such provisions reference is made to the Act, the Authority Act or said documents, as the case may be. Copies of the Indenture are available for inspection at the Authority and following delivery of the Series 2022 Bonds will be on file at the offices of the Trustee in Los Angeles, California.

Any statements in this Official Statement involving matters of opinion, whether or not expressly so stated, are intended as such and not as representations of fact. This Official Statement is not to be construed as a contract or agreement between the Authority and the purchasers or Holders of any of the Series 2022 Bonds.

The execution and delivery of this Official Statement has been duly authorized by the Authority.

SAN BERNARDINO COUNTY TRANSPORTATION  
AUTHORITY

By: \_\_\_\_\_  
Executive Director



**APPENDIX A**  
**AUTHORITY AUDITED FINANCIAL STATEMENTS**  
**FOR THE FISCAL YEAR ENDED JUNE 30 2021**

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## APPENDIX B

### COUNTY OF SAN BERNARDINO, CALIFORNIA DEMOGRAPHIC AND ECONOMIC INFORMATION

Set forth below is certain demographic and economic information with respect to the County of San Bernardino, California (the “County”). Such information is provided as general information and has been obtained from sources that the County believes to be reliable, but the County makes no representation as to the accuracy or completeness of the information included.

#### General Information

The County was established by an act of the State Legislature on April 23, 1853, which formed the County from the eastern part of Los Angeles County. The County includes twenty-four incorporated cities and encompasses an area of over 20,000 square miles making it the largest county in California in terms of geographical area.

The County is a charter county divided into five supervisory districts on the basis of registered voters and population. The County is governed by a five-member Board of Supervisors (the “Board”) who serve staggered four-year terms. The Chairman is elected by and from the members of the Board. Leonard X. Hernandez serves as the Chief Executive Officer.

County administration includes a number of appointed officials, including ones appointed by or jointly appointed by a combination of the Board of Supervisors, the County Administrative Officer and the Assistant County Administrator for the Human Services Systems. Certain other officials are appointed by various other officials, including the Assistant County Administrative Officer, the Assistant County Administrator for the Human Services System, and the Assistant County Administrator for Economic Development and Public Services. There are six officials elected by county-wide vote to four-year terms: the Assessor, Auditor/Controller-Recorder, District Attorney, Superintendent of Schools, Sheriff-Coroner, and Treasurer-Tax Collector/Public Administrator. Many boards, commissions and committees assist the Board of Supervisors and County officials.

The County provides a wide range of services to its residents in the areas of police protection, medical and health care, senior citizen assistance, consumer affairs, public libraries, courts support programs, airports, parks, and public assistance programs. Other services such as fire protection, lighting, road maintenance, and flood control are provided by special districts that are governed by the Board of Supervisors. Some municipal services are provided by the County on a contractual basis to incorporated cities within their boundaries. This allows cities to contract for municipal services without incurring the cost of creating their own city departments and facilities.

The County is bordered on the west by Los Angeles County, on the east by the State of Arizona and the State of Nevada, on the north by Inyo County and Kern County, and on the south by Orange and Riverside Counties. Composed essentially of three geographic regions—valley, mountain and desert—elevation in the County ranges from a high of 11,502 feet above sea level to a low of 181 feet above sea level. Like all California regions, the County is subject to unpredictable seismic activity.

#### Population

The following table sets forth the population of the County and the State for the years 2017 through 2021, based on the most recently published data available. Based on 2020 Census data, the County is the fifth largest County by population in California.

**TABLE 1**  
**COUNTY OF SAN BERNARDINO AND STATE OF CALIFORNIA**  
**ANNUAL POPULATION AND PERCENTAGE CHANGE**  
**2017 THROUGH 2021**

<i>Year</i>	<i>County</i>	<i>County Annual Percentage Change</i>	<i>State of California</i>	<i>State Annual Percentage Change</i>
2021	2,175,909	0.02%	39,466,855	(0.5)%
2020	2,175,424	0.44	39,648,938	0.11
2019	2,165,876	0.74	39,605,361	0.22
2018	2,150,017	0.49	39,519,535	0.42
2017	2,139,520	N/A	39,352,398	N/A

Source: State Department of Finance, Demographic Research Unit.

The following table lists the respective populations of the five largest cities and the unincorporated area in the County based on the most recently published data that have been made available.

**TABLE 2**  
**COUNTY OF SAN BERNARDINO**  
**POPULATION OF FIVE LARGEST CITIES AND UNINCORPORATED AREA**  
**AS OF JANUARY 1, 2021**

<i>City</i>	<i>Population</i>
San Bernardino	216,291
Fontana	213,944
Rancho Cucamonga	175,131
Ontario	182,004
Victorville	127,170
Unincorporated Area	303,912

Source: State Department of Finance, Demographic Research Unit.

## Personal Income

The following table sets forth total personal income and per capita income figures for the years 2016 through 2020.

**TABLE 3**  
**COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA AND UNITED STATES**  
**TOTAL PERSONAL INCOME AND PER CAPITA INCOME**  
**2016 THROUGH 2020**

<i>Year</i>	<i>Area</i>	<i>Total Personal Income (in Thousands)</i>	<i>Per Capita Personal Income<sup>(1)</sup></i>
2020	County	\$ 98,143,791	\$44,831
	State	2,763,312,000	70,192
	United States	19,607,447,000	59,510
2019	County	88,261,041	40,537
	State	2,544,235,000	64,513
	United States	18,402,004,000	56,047
2018	County	83,984,928	38,781
	State	2,431,822,000	61,663
	United States	17,681,159,000	54,098
2017	County	80,570,617	37,477
	State	2,318,644,400	58,942
	United States	16,845,028,000	51,811
2016	County	77,937,754	36,578
	State	2,218,457,800	56,667
	United States	16,092,713,000	49,812

<sup>(1)</sup> Per capita personal income is total personal income divided by Census Bureau midyear population estimates, which differ from the population estimates shown above in the preceding table.

Source: U.S. Department of Commerce, Bureau of Economic Analysis.

## Employment

The following table sets forth a comparison of labor force, employment and unemployment for the County, the State of California and the United States for the years 2016 through 2020.

**TABLE 4**  
**COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA AND UNITED STATES**  
**ANNUAL AVERAGE LABOR FORCE AND INDUSTRY EMPLOYMENT**  
**2016 THROUGH 2020**

<i>Year</i>	<i>Area</i>	<i>Civilian Labor Force</i>	<i>Employment</i>	<i>Unemployment</i>	<i>Unemployment Rate</i>
2020	County	966,200	874,900	91,300	9.4%
	California	18,821,200	16,913,100	1,908,100	10.1
	United States	160,742,000	147,798,000	12,947,000	8.1
2019	County	965,000	927,400	37,600	3.9%
	California	19,353,700	18,550,500	803,200	4.2
	United States	163,539,000	157,538,000	6,001,000	3.7
2018	County	955,100	915,700	39,400	4.1%
	California	19,263,900	18,442,400	821,500	4.3
	United States	162,075,000	155,761,000	6,314,000	3.9
2017	County	942,700	895,900	46,800	5.0%
	California	19,173,800	18,246,800	927,000	4.8
	United States	160,320,000	153,337,000	6,982,000	4.4
2016	County	930,200	876,400	53,900	5.8%
	California	19,012,000	17,965,400	1,046,600	5.5
	United States	159,187,000	151,436,000	7,751,000	4.9

Source: For State and County information, State of California Employment Development Department, California Labor Market Information Division. For the U.S. information, U.S. Department of Labor, Bureau of Labor Statistics.

## Major Employers

The table below sets forth the ten largest industries by employment in the County in 2019.

**TABLE 5**  
**COUNTY OF SAN BERNARDINO**  
**Major Employers – 2019**

<i>Employer</i>	<i>Number of Employees</i>	<i>% of Total</i>
County of San Bernardino	>10,000	1.31%
Amazon	>10,000	1.31
Loma Linda University Medical Center	>10,000	1.31
Kaiser Permanente	>10,000	1.31
State of California	>10,000	1.31
Wal-Mart	5,000-9,999	0.66-1.31
United Parcel Service	5,000-9,999	0.66-1.31
State Brothers	5,000-9,999	0.66-1.31
Federal Express	2,500-4,999	0.33-0.66
San Manuel Tribe & Casino	2,500-4,999	0.33-0.66

Source: San Bernardino County Annual Financial Report Fiscal Year Ended June 30, 2020.

## Construction Activity

The following tables reflect building permit valuations for the County for the five most recent calendar years for which information is available.

**TABLE 6**  
**COUNTY OF SAN BERNARDINO**  
**Building Permits and Valuation**  
**(Dollars in Thousands)**

	<i>2016</i>	<i>2017</i>	<i>2018</i>	<i>2019</i>	<i>2020</i>
<u>Permit Valuation:</u>					
New Single-family	\$ 706,602	\$ 1,009,451	\$ 1,114,778	\$ 1,078,798	\$ 934,304
New Multi-family	119,498	278,761	268,565	232,079	143,366
Res. Alterations/Additions	<u>62,042</u>	<u>77,812</u>	<u>71,938</u>	<u>139,761</u>	<u>61,789</u>
Total Residential	888,142	1,366,024	1,455,281	1,450,638	1,139,459
Total Nonresidential	<u>994,282</u>	<u>1,285,596</u>	<u>1,080,129</u>	<u>1,377,099</u>	<u>1,062,072</u>
Total All Building	<u>\$ 1,882,424</u>	<u>\$ 2,651,620</u>	<u>\$ 2,535,410</u>	<u>\$ 2,827,737</u>	<u>\$ 2,201,531</u>
<u>New Dwelling Units:</u>					
Single Family	2,896	4,253	3,311	4,096	3,631
Multiple Family	<u>976</u>	<u>2,578</u>	<u>1,775</u>	<u>1,884</u>	<u>910</u>
Total	<u>3,872</u>	<u>6,831</u>	<u>5,086</u>	<u>5,980</u>	<u>21,622</u>

Note: Columns may not sum to totals due to independent rounding.

Source: Construction Industry Research Board: "Building Permit Summary."

**Commercial Activity**

The following table below sets forth the taxable sales in the County for calendar years 2016 through 2020.

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**TABLE 7**  
**COUNTY OF SAN BERNARDINO**  
**TAXABLE SALES TRANSACTIONS**  
**2016 THROUGH 2020**  
**(in thousands)**

<i>Type of Business</i>	<i>2020</i>	<i>2019</i>	<i>2018</i>	<i>2017</i>	<i>2016</i>
Retail and Food Services					
Motor Vehicle and Parts Dealers	\$ 5,443,824	\$ 5,250,487	\$ 5,225,644	\$ 5,312,062	\$ 5,214,302
Home Furnishings and Appliance Stores	1,377,292	1,360,696	1,411,828	1,293,718	1,232,132
Building Materials and Garden	2,572,112	2,067,761	1,947,554	1,825,515	1,634,859
Food and Beverage stores	1,678,489	1,515,920	1,457,928	1,371,778	1,297,815
Gasoline Stations	2,803,748	3,686,424	3,784,768	3,262,356	2,992,638
Clothing and Clothing Accessories Stores	2,107,971	2,486,385	2,336,827	2,214,208	2,105,944
General Merchandise Stores	4,078,967	3,724,380	3,618,710	3,512,928	3,398,364
Food Services and Drinking Places	3,438,489	3,892,261	3,693,544	3,535,455	3,326,969
Other Retail Group	<u>5,244,380</u>	<u>3,601,588</u>	<u>3,428,976</u>	<u>3,275,146</u>	<u>3,273,977</u>
Total Retail and Food Services	<u>\$ 28,745,277</u>	<u>\$ 27,585,905</u>	<u>\$ 26,905,783</u>	<u>\$ 25,603,171</u>	<u>\$ 24,477,002</u>
All Other Outlets	<u>\$ 14,520,235</u>	<u>\$ 14,182,842</u>	<u>\$ 13,648,240</u>	<u>\$ 12,796,201</u>	<u>\$ 12,739,548</u>
Total All Outlets	<u>\$ 43,265,512</u>	<u>\$ 41,768,747</u>	<u>\$ 40,554,023</u>	<u>\$ 38,399,372</u>	<u>\$ 37,216,551</u>

Totals may not add due to rounding.

Source: California State Board of Equalization, Taxable Sales in California.

## Industry

The County is home to manufacturing firms producing such items as steel, concrete, glass, foods, paper, plastic and scientific product lines. The County and the surrounding area have become home to certain large, mega-warehouses and logistics centers. Most of these companies utilize facilities in the County as a regional distribution center to serve the Southern California market and beyond. The County is also the location for several Southern California regional firms. With a regional market reach of over 23 million people, relatively low costs and available land, the County has attracted regional businesses such as State Farm, Shamrock Foods and Kaiser that have opened large offices within the County, as well as companies such as ESRI, BMW of North America, Dr. Pepper/Snapple, Sorenson Engineering and California Steel Industries that have expanded their existing facilities.

## Transportation

The County has access to excellent roads, rail and air transportation. The County is serviced by four interstate freeways (I-10, I-15, I-210, I-215) and State Highway 60, all of which provide easy access to the rest of Southern California and a connection to the entire continental United States. The I-10 and I-15 are the major routes connecting Southern California to the entire continental United States.

Ontario International Airport is served by a varied mix of air carriers, including Alaska Airlines, American Airlines, China Airlines, Delta Airlines, Frontier Airlines, Jet Blue, Southwest Airlines, United Airlines and Volaris Airlines. They provide direct flights to destinations such as Atlanta, Chicago, Guadalajara (Mexico), Dallas, Denver, New York, San Francisco, Seattle, Orlando and Taipei (China). The UPS Western Regional Headquarters is in the Ontario International Airport area and FedEx is currently moving its operation to the airport facility. The County and the surrounding area are also served by the San Bernardino International Airport which hosts cargo flights for UPS and FedEx. Southern California Logistics Airport has a fully staffed customs and trade zone designation and is home to ComAv Technical Services, a large commercial aircraft refurbishing firm. Multiple regional airports like those in Upland, Chino, Redlands, Big Bear and Needles also serve the approximately 20,000 square-mile County.

BNSF Railroad Company, which currently operates a 500,000-annual lift intermodal facility in the City of San Bernardino, provides transcontinental intermodal rail freight service. These freight facilities connect the County's rail and freeway corridors. Within the County, merchandise can be imported or exported through the Port of Long Beach and the Port of Los Angeles and then transported, via truck and rail freight service, to inland distribution centers. Subsequently, products are shipped from these inland distribution centers by rail and truck to other markets in North America. Further, new intermodal facilities are also planned or proposed for the High Desert region of the County to serve future distribution needs. Many containerized truck cargo carriers have selected the County and the surrounding area as their base of operations. Additionally, there are as many as eighty individual and independent trucking carriers that call this area home. Internal and external access and centrally-located transportation corridors provide cargo and freight carriers with much needed infrastructure support for shipment and receipt of goods.

Additionally, Amtrak provides passenger train service in the County to, among other destinations, downtown Los Angeles, the cities of San Diego and San Francisco, the states of Arizona, Oregon and Washington and to other destinations throughout the continental United States. Metrolink also provides commuter train service to downtown Los Angeles and the counties of Orange, Riverside and San Diego.

## Recreation and Tourism

The County includes many of Southern California's most popular recreation areas, including Joshua Tree National Park, the Colorado River, Arrowhead National Landmark, Lake Arrowhead Resort, and Big Bear

Lake. The mountains, lakes, rivers and resorts in the County offer swimming, boating, fishing, hiking, rock climbing, skiing and other winter sports. The County has a geography that includes mountains, forests, deserts and valleys. It also has easy access to the coastal areas of Southern California. In addition, numerous visitors travel through the County via historic Route 66 with access to unique and historic sites.

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**APPENDIX C**  
**DEFINITIONS AND SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE**

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**APPENDIX D**  
**PROPOSED FORM OF CONTINUING DISCLOSURE CERTIFICATE**

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## APPENDIX E

### BOOK-ENTRY SYSTEM

The information in this Appendix E concerning The Depository Trust Company, New York, New York (“DTC”), and DTC’s Book-Entry System has been obtained from DTC and the Authority, the Trustee and the Underwriter take no responsibility for the completeness or accuracy thereof.

The Authority, the Trustee and the Underwriter cannot and do not give any assurances that DTC, DTC Participants or Indirect Participants (each as defined below) or others will distribute any (a) payments of principal or purchase price or interest with respect to the Series 2022 Bonds, (b) certificates representing ownership interest in or other confirmation or ownership interest in the Series 2022 Bonds, or (c) redemption or other notices sent to DTC or Cede & Co., its nominee, as the registered owner of the Series 2022 Bonds, or that they will do so on a timely basis, or that DTC, DTC Participants or DTC Indirect Participants will act in the manner described in this Appendix. The current “Rules” applicable to DTC are on file with the Securities and Exchange Commission and the current “Procedures” of DTC to be followed in dealing with DTC Participants are on file with DTC. The Authority, the Trustee and the Underwriter are not responsible or liable for the failure of DTC or any DTC Participant to make any payment or give any notice to a beneficial owner with respect to the Series 2022 Bonds or an error or delay relating thereto.

DTC will act as securities depository for the Series 2022 Bonds. The Series 2022 Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC’s partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered bond certificate will be issued for each maturity of each series of the Series 2022 Bonds, in the aggregate principal amount of such maturity, and will be deposited with DTC.

DTC is a limited-purpose trust company organized under the New York Banking Law, a “banking organization” within the meaning of the New York Banking Law, a member of the Federal Reserve System, a “clearing corporation” within the meaning of the New York Uniform Commercial Code, and a “clearing agency” registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC’s participants (“Direct Participants”) deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities through electronic computerized book-entry transfers and pledges between Direct Participants’ accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation (“DTCC”). DTCC is the holding company for DTC, National Securities Clearing Corporation, and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (“Indirect Participants”). DTC has a Standard & Poor’s rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at [www.dtcc.com](http://www.dtcc.com). The information set forth on this website is not incorporated by reference herein.

Purchases of Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Series 2022 Bonds on DTC’s records. The ownership interest of each actual purchaser of each Series 2022 Bond (“Beneficial Owner”) is in turn to be recorded on the Direct and Indirect Participants’ records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner

entered into the transaction. Transfers of ownership interests in the Series 2022 Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Bonds, except in the event that use of the book-entry system for the Series 2022 Bonds is discontinued.

To facilitate subsequent transfers, all Series 2022 Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Series 2022 Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Series 2022 Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Series 2022 Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time.

Redemption notices shall be sent to DTC. If less than all of the Series 2022 Bonds within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Series 2022 Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Series 2022 Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Principal, premium, if any, and interest payments on the Series 2022 Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the Trustee, on a payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC nor its nominee, the Trustee, or the Authority, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal, premium, if any, and interest to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Trustee, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Series 2022 Bonds at any time by giving reasonable notice to the Trustee. Under such circumstances, in the event that a successor depository is not obtained, Bond certificates are required to be printed and delivered.

The Authority may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). In that event, bond certificates will be printed and delivered.



**APPENDIX F**  
**PROPOSED FORM OF BOND COUNSEL OPINION**

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Attachment: Official Statement (SBCTA 2022 Bonds) (8131 : Draft Resolution No. 22-040 and Bonding documents to Refund the 2012 Bonds)

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FIFTH SUPPLEMENTAL INDENTURE

between

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

and

U.S. BANK NATIONAL ASSOCIATION,  
as Trustee

\_\_\_\_\_  
Dated as of March 1, 2022  
\_\_\_\_\_

Relating to

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY  
SALES TAX REVENUE REFUNDING BONDS  
(LIMITED TAX BONDS)  
2022 SERIES A

(Supplementing the Indenture  
Dated as of March 1, 2012)

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## FIFTH SUPPLEMENTAL INDENTURE

THIS FIFTH SUPPLEMENTAL INDENTURE, dated as of March 1, 2022 (this “Fifth Supplemental Indenture”), between the SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY, a public entity duly established and existing under the laws of the State of California (the “Authority”) and U.S. BANK NATIONAL ASSOCIATION, a national banking association duly organized and existing under and by virtue of the laws of the United States of America, as successor trustee (the “Trustee”):

### WITNESSETH:

WHEREAS, this Fifth Supplemental Indenture is supplemental to the Indenture, dated as of March 1, 2012 (collectively, and as supplemented and amended from time to time pursuant to its terms, the “Indenture”), between the Authority and the Trustee;

WHEREAS, the Indenture provides that the Authority may issue Bonds from time to time as authorized by a Supplemental Indenture, which Bonds are to be payable from Revenues and from such other sources as may be specified with respect to a particular Series of Bonds in the Supplemental Indenture authorizing such Series; and

WHEREAS, the Authority has previously issued the San Bernardino County Transportation Authority Sales Tax Revenue Bonds (Limited Tax Bonds) 2012, Series A (the “2012 Bonds”) pursuant to the Indenture; and

WHEREAS, the Authority desires to provide at this time for the issuance of a Series of Bonds to be designated “San Bernardino County Transportation Authority Sales Tax Revenue Refunding Bonds (Limited Tax Bonds), 2022 Series A” (the “2022 Bonds”) for the purpose of refunding the 2012 Bonds;

NOW, THEREFORE, the parties hereto hereby agree as follows:

### ARTICLE XXX

#### DEFINITIONS

##### **Section 30.01. Definitions.**

(a) Definitions. Unless the context otherwise requires, or as otherwise provided in subsection (b) of this Section or in Exhibit A to this Fifth Supplemental Indenture, all terms which are defined in Section 1.02 of the Indenture shall have the same meanings in this Fifth Supplemental Indenture.

(b) Additional Definitions. Unless the context otherwise requires, the following terms shall, for all purposes of this Fifth Supplemental Indenture, have the following meanings:

“Authorized Denominations” means, with respect to 2022 Bonds, \$5,000 and any integral multiple thereof.

“Interest Payment Date” means, with respect to 2022 Bonds, March 1 and September 1 of each year until the redemption or maturity of such 2022 Bonds, commencing with [September 1, 2022].

“Issue Date” means, with respect to the 2022 Bonds, the date on which the 2022 Bonds are first delivered to the purchasers thereof.

“Record Date” means, with respect to the 2022 Bonds, the fifteenth (15th) day (whether or not a Business Day) of the month preceding the month in which an Interest Payment Date occurs.

“Fifth Supplemental Indenture” means this certain Fifth Supplemental Indenture, dated as of March 1, 2022, between the Authority and the Trustee.

“2012 Bonds” means the San Bernardino County Transportation Authority Sales Tax Revenue Bonds (Limited Tax Bonds), 2012 Series A issued pursuant to the Indenture.

“2022 Bonds” means the San Bernardino County Transportation Authority Sales Tax Revenue Refunding Bonds (Limited Tax Bonds), 2022 Series A, authorized by Article XXXII of this Indenture.

“2022 Bonds Tax Certificate” means the Tax Certificate executed on behalf of the Authority in connection with the issuance of the 2022 Bonds.

“2022 Costs of Issuance Fund” means the fund by that name established pursuant to Section 34.01(c).

**Section 30.02. Rules of Construction.** Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, words importing the singular number shall include the plural number and vice versa, and words importing persons shall include corporations and associations, including public bodies, as well as natural persons. Defined terms shall include any variant of the terms set forth in this Article XXX.

The terms “hereby,” “hereof,” “hereto,” “herein,” “hereunder,” and any similar terms, as used in this Fifth Supplemental Indenture, refer to the Indenture.

## ARTICLE XXXI

### FINDINGS, DETERMINATIONS AND DIRECTIONS

**Section 31.01. Findings and Determinations.** The Authority hereby finds and determines that the 2022 Bonds shall be issued pursuant to Article XXXII and Section 3.01 of the Indenture, and upon the issuance of the 2022 Bonds, any and all acts, conditions and things required to exist, to happen and to be performed, precedent to and in the issuance thereof, will exist, will have happened and will have been performed, in due time, form and manner, as required by the Constitution and statutes of the State.

**Section 31.02. Recital in Bonds.** There shall be included in each of the definitive 2022 Bonds, and also in each of the temporary 2022 Bonds, if any are issued, a certification and recital that any and all acts, conditions and things required to exist, to happen and to be performed, precedent to and in the incurring of the indebtedness evidenced by that 2022 Bond, and in the issuing of that 2022 Bond, exist, have happened and have been performed in due time, form and manner, as required by the Constitution and statutes of the State, the Act and the Ordinance, and that said 2022 Bond, together with all other indebtedness of the Authority payable out of Revenues, is within every debt and other limit prescribed

by the Constitution and statutes of the State, the Act and the Ordinance, and that such certification and recital shall be in such form as is set forth in the form of the 2022 Bond attached hereto as Exhibit A.

**Section 31.03. Effect of Findings and Recital.** From and after the issuance of the 2022 Bonds, the findings and determinations herein shall be conclusive evidence of the existence of the facts so found and determined in any action or proceeding in any court in which the validity of the 2022 Bonds is at issue.

## ARTICLE XXXII

### AUTHORIZATION OF 2022 BONDS

**Section 32.01. Principal Amount, Designation and Series.** Pursuant to the provisions of this Indenture and the provisions of the Act, and the Ordinance, a Series of Bonds entitled to the benefit, protection and security of such provisions is hereby authorized in the aggregate principal amount of \$\_\_\_\_\_. Such Bonds shall be designated as, and shall be distinguished from the Bonds of all other Series by the title, "San Bernardino County Transportation Authority Sales Tax Revenue Refunding Bonds (Limited Tax Bonds), 2022 Series A."

At any time after the execution and delivery of this Fifth Supplemental Indenture, the Authority may execute and, upon the order of the Authority, the Trustee shall authenticate and deliver the 2022 Bonds in the aggregate principal amount set forth above.

**Section 32.02. Purpose and Application of Proceeds.**

(a) The 2022 Bonds are issued for the purpose of refunding the Authority's outstanding 2012 Bonds. A portion of the proceeds of the 2022 Bonds will be applied to pay Costs of Issuance of the 2022 Bonds. The net proceeds from the sale of the 2022 Bonds in the amount of \$\_\_\_\_\_ shall be received by the Trustee, and the Trustee shall deposit or transfer such funds as follows:

- (i) The Trustee shall deposit \$\_\_\_\_\_ of such proceeds in the Redemption Fund to redeem the 2012 Bonds maturing after March 1, 2022 on March 1, 2022; and
- (ii) The Trustee shall deposit \$\_\_\_\_\_ of such proceeds in the 2022 Costs of Issuance Fund.

**Section 32.03. Form, Denomination, Numbers and Letters.** The 2022 Bonds shall be issued as fully registered bonds without coupons in book-entry form and in Authorized Denominations and shall be numbered from one upward in consecutive numerical order preceded by the letter "R" prefixed to the number. The 2022 Bonds and the certificate of authentication shall be substantially in the form attached hereto as Exhibit A, which form is hereby approved and adopted as the form of the 2022 Bonds and as the form of the certificate of authentication as such form shall be completed based on the terms of the 2022 Bonds set forth herein.

**Section 32.04. Date, Maturities and Interest Rates.** The 2022 Bonds shall be issued as Current Interest Bonds in the aggregate principal amount of \$\_\_\_\_\_. The 2022 Bonds shall be dated their Issue Date, shall bear interest from that date at the following rates per annum, computed on

the basis of a 360-day year comprised of twelve 30-day months, and shall mature on March 1 in the following years and in the following amounts:

<i><b>Maturity Date (March 1)</b></i>	<i><b>Principal Amount</b></i>	<i><b>Interest Rate</b></i>
---	--------------------------------	-----------------------------

\* Term Bond Final Maturity

Interest on each 2022 Bond shall be payable on each Interest Payment Date for such 2022 Bond until the principal sum of such 2022 Bond has been paid; provided, however, that if at the maturity date of any 2022 Bond (or if the same is redeemable and shall be duly called for redemption, then at the date fixed for redemption) funds are available for the payment or redemption thereof, in full accordance with terms of the Indenture, such 2022 Bond shall then cease to bear interest.

Each 2022 Bond shall bear interest from the latest of: (i) its Issue Date; (ii) the most recent Interest Payment Date to which interest has been paid thereon or duly provided for, or (iii) if the date of authentication of such Bond is after a Record Date but prior to the immediately succeeding Interest Payment Date, the Interest Payment Date immediately succeeding such date of authentication.

Each 2022 Bond shall be payable as provided in Section 2.10, including Section 2.10(E), or, in the event the use of the Securities Depository is discontinued, the principal of each 2022 Bond shall be payable in lawful money of the United States of America upon surrender thereof at the Principal Office of the Trustee, and the interest on each 2022 Bond shall be payable in lawful money of the United States of America by the Trustee to the Holder thereof as of the close of business on the Record Date, such interest to be paid by the Trustee to such Holder in immediately available funds (by wire transfer or by deposit to the account of the Holder if such account is maintained with the Trustee), according to the instructions given by such Holder to the Trustee or, in the event no such instructions



have been given, by check mailed on the Interest Payment Date by first class mail to the Holder at such Holder's address as it appears as of the Record Date on the bond registration books kept by the Trustee.

## ARTICLE XXXIII

### REDEMPTION AND PURCHASE OF 2022 BONDS

#### **Section 33.01. Optional Redemption of 2022 Bonds.**

(a) Optional Redemption of 2022 Bonds. The 2022 Bonds maturing on or before March 1, 20\_\_ shall not be subject to redemption prior to their respective stated maturities. The 2022 Bonds maturing on or after March 1, 20\_\_ shall be subject to redemption prior to their respective stated maturities, at the option of the Authority, from any source of available funds, as a whole or in part, on any date on or after March 1, 20\_\_ at a Redemption Price equal to 100% of the principal amount of 2022 Bonds called for redemption, without premium, plus accrued but unpaid interest to the date fixed for redemption.

(b) Sufficient Funds Required for Optional Redemption. Any optional redemption of 2022 Bonds and notice thereof shall be conditional and rescinded and cancelled pursuant to the provisions of Section 4.02 if for any reason on the date fixed for redemption moneys are not available in the Redemption Fund or otherwise held in trust for such purpose in an amount sufficient to pay in full on said date the Redemption Price of, and interest due on, the 2022 Bonds called for redemption.

(c) Notice of Optional Redemption; Rescission. Any notice of optional redemption of the 2022 Bonds shall be delivered in accordance with Section 4.02 and may be rescinded as provided in Section 4.02.

**Section 33.02. Mandatory Redemption of 2022 Bonds From Mandatory Sinking Account Payments.** The 2022 Bonds maturing on March 1, 20\_\_ and March 1, 20\_\_ are Term Bonds and shall be subject to mandatory redemption prior to maturity, in part, by lot, from Mandatory Sinking Account Payments on each March 1 a Mandatory Sinking Account Payment is due as specified in this Section 33.02, in the principal amount equal to the Mandatory Sinking Account Payment due on such date and at a Redemption Price equal to 100% of the principal amount thereof, without premium, plus accrued but unpaid interest to the redemption date.

The Mandatory Sinking Account Payments for the 2022 Bonds which are Term Bonds maturing on March 1, 20\_\_ shall be due in the amounts and on the dates as follows:

***Mandatory  
Sinking Account  
Payments Dates  
(March 1)***

***Mandatory  
Sinking Account  
Payments***

---

\* Final Maturity.

The Mandatory Sinking Account Payments for the 2022 Bonds which are Term Bonds maturing on March 1, 20\_\_ shall be due in the amounts and on the dates as follows:

***Mandatory  
Sinking Account  
Payments Dates  
(March 1)***

***Mandatory  
Sinking Account  
Payments***

---

\* Final Maturity.

**Section 33.03. Selection of 2022 Bonds for Redemption.** The Authority shall designate which maturities of any 2022 Bonds are to be called for optional redemption pursuant to Section 33.01(a). If less than all 2022 Bonds maturing by their terms on any one date are to be redeemed at any one time, the Trustee shall select the 2022 Bonds of such maturity date to be redeemed by lot and shall promptly notify the Authority in writing of the numbers of the 2022 Bonds so selected for redemption. For purposes of such selection, 2022 Bonds shall be deemed to be composed of multiples of minimum Authorized Denominations and any such multiple may be separately redeemed. In the event of an optional redemption pursuant to Section 33.01(a) of any 2022 Bonds which are Term Bonds, the Authority shall designate the Mandatory Sinking Account Payments under Section 33.02, or portions thereof, in an aggregate amount equal to the principal amount of the 2022 Bonds which are Term Bonds of such maturity so optionally redeemed, that are to be reduced as allocated to such redemption, and such Mandatory Sinking Account Payments shall be reduced accordingly.

**Section 33.04. Purchase In Lieu of Redemption.** The Authority reserves the right at all times to purchase any of its 2022 Bonds on the open market. In lieu of mandatory redemption, the Authority may surrender to the Trustee for cancellation 2022 Bonds that are Term Bonds purchased on the open market, and such Term Bonds shall be cancelled by the Trustee. If any 2022 Bonds that are Term Bonds are so cancelled, the Authority may designate the Mandatory Sinking Account Payments or

portions thereof within such maturity of the Term Bonds so purchased that are to be reduced as a result of such cancellation.

## ARTICLE XXXIV

### ESTABLISHMENT OF FUNDS AND ACCOUNTS AND APPLICATION THEREOF

**Section 34.01. Funds and Accounts.** The following funds and accounts are hereby established in connection with the 2022 Bonds:

(a) To ensure the proper application of such portion of proceeds from the sale of the 2022 Bonds to be applied to pay Costs of Issuance of the 2022 Bonds, there is hereby established the 2022 Costs of Issuance Fund, such fund to be held by the Trustee.

**Section 34.02. 2022 Costs of Issuance Fund.** The monies set aside and placed in the 2022 Costs of Issuance Fund shall be expended for the purpose of paying the Costs of Issuance of the 2022 Bonds. Before any payment from the 2022 Costs of Issuance Fund shall be made by the Trustee, the Authority shall file or cause to be filed with the Trustee a requisition of the Authority (each a "Requisition"), such Requisition to be signed by an Authorized Representative and to include: (i) the item number of such payment; (ii) the name and address of the person to whom each such payment is due, which may be the Authority in the case of reimbursement for costs theretofore paid by the Authority; (iii) the respective amounts to be paid; (iv) the purpose by general classification for which each obligation to be paid was incurred; and (v) that obligations in the stated amounts have been incurred by the Authority and are presently due and payable and that each item thereof is a proper charge against the 2022 Costs of Issuance Fund and has not been previously paid from said fund. Each such Requisition of the Authority shall be sufficient evidence to the Trustee of the facts stated therein and the Trustee shall have no duty to confirm the accuracy of such facts. On [September 1, 2022] any remaining amounts in the 2022 Costs of Issuance Fund shall be transferred to the Authority and the 2022 Costs of Issuance Fund shall be closed.

## ARTICLE XXXV

### MISCELLANEOUS

**Section 35.01. Severability.** If any covenant, agreement or provision, or any portion thereof, contained in this Fifth Supplemental Indenture, or the application thereof to any person or circumstance, is held to be unconstitutional, invalid or unenforceable, the remainder of this Fifth Supplemental Indenture, and the application of any such covenant, agreement or provision, or portion thereof, to other Persons or circumstances, shall be deemed severable and shall not be affected thereby, and this Fifth Supplemental Indenture and the 2022 Bonds issued pursuant hereto shall remain valid, and the Holders of the 2022 Bonds shall retain all valid rights and benefits accorded to them under this Indenture, the Act and the Constitution and statutes of the State.

**Section 35.02. Parties Interested Herein.** Nothing in this Fifth Supplemental Indenture expressed or implied is intended or shall be construed to confer upon, or to give to, any person or entity, other than the Authority, the Trustee, each Credit Provider, if any, and the Holders of the 2022 Bonds, any right, remedy or claim under or by reason of this Fifth Supplemental Indenture or any covenant, condition or stipulation hereof; and all the covenants, stipulations, promises and agreements

in this Fifth Supplemental Indenture contained by and on behalf of the Authority shall be for the sole and exclusive benefit of the Authority, the Trustee, each Credit Provider, if any, and the Holders of the 2022 Bonds.

**Section 35.03. Headings Not Binding.** The headings in this Fifth Supplemental Indenture are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Fifth Supplemental Indenture.

**Section 35.04. Notice Addresses.** Except as otherwise provided herein, it shall be sufficient service or giving of notice, request, complaint, demand or other paper if the same shall be duly mailed by registered or certified mail, postage prepaid, addressed to the Notice Address for the appropriate party or parties as provided in Exhibit B hereto. Any such entity by notice given hereunder may designate any different addresses to which subsequent notices, certificates or other communications shall be sent, but no notice directed to any one such entity shall be thereby required to be sent to more than two addresses. Any such communication may also be sent by Electronic Means, receipt of which shall be confirmed.

**Section 35.05. Indenture to Remain in Effect.** Save and except as amended and supplemented by this Fifth Supplemental Indenture, the Indenture shall remain in full force and effect.

**Section 35.06. Effective Date of Fifth Supplemental Indenture.** This Fifth Supplemental Indenture shall take effect upon its execution and delivery.

**Section 35.07. Execution in Counterparts.** This Fifth Supplemental Indenture may be executed in several counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Fifth Supplemental Indenture by their officers thereunto duly authorized as of the day and year first written above.

SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY

By: \_\_\_\_\_  
Executive Director

ATTEST:

\_\_\_\_\_  
Clerk of the  
San Bernardino County Transportation Authority

U.S. BANK NATIONAL ASSOCIATION, as Trustee

By: \_\_\_\_\_  
Authorized Officer

**EXHIBIT A**  
**[FORM OF 2022 SERIES A BOND]**

No. R-[\_\_\_\_\_]

\$[\_\_\_\_\_]

**SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY**  
**SALES TAX REVENUE REFUNDING BOND**  
**(LIMITED TAX BONDS)**  
**2022 SERIES A**

<b>INTEREST RATE</b>	<b>MATURITY</b>	<b>ISSUE DATE</b>	<b>CUSIP</b>
[_____]%	March 1, 20[____]	_____, 2022	796846 ____

**REGISTERED OWNER:** CEDE & CO.**PRINCIPAL AMOUNT:** [\_\_\_\_\_] DOLLARS

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY, a local transportation authority duly organized and existing under and pursuant to the laws of the State of California (the "Authority"), for value received, hereby promises to pay (but solely from Revenues as hereinafter referred to) in lawful money of the United States of America, to the registered owner named above or registered assigns, on the maturity date set forth above, unless redeemed prior thereto as hereinafter provided, the principal amount specified above, together with interest thereon from the Issue Date set forth above until the principal hereof shall have been paid, at the interest rate specified above payable on each March 1 and September 1, commencing [September 1, 2022] (each, an "Interest Payment Date"). The principal of and premium, if any, on this Bond are payable to the registered Holder hereof upon presentation and surrender of this Bond at the principal office of U.S. Bank National Association, as successor trustee (together with any successor as trustee under the hereinafter defined Indenture, the "Trustee") in Los Angeles, California. Interest on this Bond shall be paid by check drawn upon the Trustee and mailed on the applicable Interest Payment Date to the registered Holder hereof as of the close of business on the Record Date at such registered Holder's address as it appears on the Bond Register. As used herein, "Record Date" means the fifteenth (15th) day (whether or not a Business Day) of the month preceding the month in which such Interest Payment Date occurs.

This Bond is one of a duly authorized issue of San Bernardino County Transportation Authority Sales Tax Revenue Refunding Bonds (Limited Tax Bonds) (the "Bonds") of the series and designation indicated above and is a Current Interest Bond. Said authorized issue of Bonds consists or may consist of one or more Series of varying denominations, dates, maturities, interest rates and other provisions, as in the Indenture provided, all issued or to be issued pursuant to the provisions of the Local Transportation Authority and Improvement Act, constituting Division 19 of the California Public Utilities Code, as amended or supplemented from time to time (the "Act"), Ordinance No. 04-01, adopted by the Authority on June 2, 2004, and approved by at least two-thirds of electors voting on such proposition in the November 2, 2004 election, and any amendments or extensions thereto (the "Ordinance"), the San Bernardino County Transportation Authority Expenditure Plan adopted as part of the Ordinance, including any future amendments thereto. Such authorized issue of Bonds is not limited in aggregate principal amount, except as otherwise provided in the Indenture, the Ordinance, and the Act, and consists or may consist of one or more series of varying denominations, dates,

maturities, interest rates and other provisions, as in the Indenture provided. This Bond is issued pursuant to an Indenture, dated as of March 1, 2012, as supplemented, including as supplemented by a Fifth Supplemental Indenture, dated as of March 1, 2022 (the “Fifth Supplemental Indenture”), each between the Authority and the Trustee and hereinafter referred to collectively as the “Indenture.” Capitalized terms used herein and not otherwise defined shall have the meaning given such terms in the Indenture.

**THIS BOND IS A LIMITED TAX BOND OBLIGATION OF THE AUTHORITY PAYABLE SOLELY FROM REVENUES AS DEFINED AND PROVIDED IN THE INDENTURE AND CERTAIN OTHER FUNDS PLEDGED UNDER THE INDENTURE AND THE AUTHORITY IS NOT OBLIGATED TO PAY THIS BOND EXCEPT FROM REVENUES AND THOSE CERTAIN OTHER FUNDS PLEDGED UNDER THE INDENTURE. THIS BOND DOES NOT CONSTITUTE A DEBT OR LIABILITY OF THE STATE OF CALIFORNIA (THE “STATE”) OR ANY POLITICAL SUBDIVISION OF THE STATE OTHER THAN THE AUTHORITY, OR A PLEDGE OF THE FULL FAITH AND CREDIT OF THE STATE OR OF ANY POLITICAL SUBDIVISION OF THE STATE. THE GENERAL FUND OF THE AUTHORITY IS NOT LIABLE, AND THE CREDIT OR TAXING POWER (OTHER THAN AS DESCRIBED HEREIN) OF THE AUTHORITY IS NOT PLEDGED, FOR THE PAYMENT OF THE BONDS, THEIR INTEREST, OR ANY PREMIUM DUE UPON REDEMPTION OF THE BONDS. THE BONDS ARE NOT SECURED BY A LEGAL OR EQUITABLE PLEDGE OF, OR CHARGE, LIEN OR ENCUMBRANCE UPON, ANY OF THE PROPERTY OF THE AUTHORITY OR ANY OF ITS INCOME OR RECEIPTS, EXCEPT THE REVENUES AND THE CERTAIN OTHER FUNDS PLEDGED UNDER THE INDENTURE.**

Reference is hereby made to the Indenture, the Ordinance and the Act for a description of the terms on which the Bonds are issued and to be issued, the provisions with regard to the nature and extent of the pledge of Revenues and certain other funds and the rights of the registered Holders of the Bonds and all the terms of the Indenture are hereby incorporated herein and constitute a contract between the Authority and the registered Holder from time to time of this Bond, and to all the provisions thereof the registered Holder of this Bond, by its acceptance hereof, consents and agrees. Additional Bonds may be issued and other indebtedness may be incurred on a parity with the Series of Bonds of which this Bond is a part, but only subject to the conditions and limitations contained in the Indenture, the Ordinance and the Act.

This Bond is payable as to both principal and interest, and any premium upon redemption hereof, exclusively from the Revenues and other funds pledged under the Indenture, which consist primarily of the amounts available for distribution to the Authority on and after April 1, 2010 on account of the retail transactions and use tax imposed in the County of San Bernardino pursuant to the Act and the Ordinance, after deducting amounts payable by the Authority to the State Board of Equalization for costs and expenses for its services in connection with the retail transactions and use taxes collected pursuant to the Act, all as provided in the Indenture, and the Authority is not obligated to pay the principal of and interest on this Bond except from Revenues and certain other funds pledged thereunder.

This Bond shall be deliverable in the form of a fully registered Bond in denominations of \$5,000 and any multiple thereof (such denominations being referred to herein as “Authorized Denominations”).



## **Optional and Mandatory Redemption Provisions**

Bonds shall be subject to optional and mandatory redemption as specified in the Indenture.

## **Amendments and Modifications**

The rights and obligations of the Authority and of the Beneficial Owners, registered Holders and registered Owners of the Bonds may be modified or amended at any time in the manner, to the extent, and upon the terms provided in the Indenture, which provide, in certain circumstances, for modifications and amendments without the consent of or notice to the registered Holders of Bonds.

## **Transfer and Exchange Provisions**

This Bond is transferable or exchangeable as provided in the Indenture, only upon the bond registration books maintained by the Trustee, by the registered Holder hereof, or by his or her duly authorized attorney, upon surrender of this Bond at the Principal Office of the Trustee, together with a written instrument of transfer satisfactory to the Trustee duly executed by the registered Holder or his or her duly authorized attorney, and thereupon a new Bond or Bonds of the same series, maturity and in the same aggregate principal amount, shall be issued to the transferee in exchange therefor as provided in the Indenture, upon payment of any charges therein prescribed.

## **Persons Deemed Holders**

The person in whose name this Bond is registered shall be deemed and regarded as the absolute Holder hereof for all purposes, including receiving payment of, or on account of, the principal hereof and any redemption premium and interest due hereon.

It is hereby certified and recited that any and all acts, conditions and things required to exist, to happen and to be performed, precedent to and in the incurring of the indebtedness evidenced by this Bond, and in the issuing of this Bond, exist, have happened and have been performed in due time, form and manner, as required by the Constitution and statutes of the State of California, the Act and the Ordinance, and that this Bond, together with all other indebtedness of the Authority payable out of Revenues, is within every debt and other limit prescribed by the Constitution and statutes of the State of California, the Act and the Ordinance.

This Bond shall not be entitled to any benefit under the Indenture, or become valid or obligatory for any purpose, until the certificate of authentication hereon endorsed shall have been manually signed by the Trustee.

IN WITNESS WHEREOF the San Bernardino County Transportation Authority has caused this Bond to be executed in its name and on its behalf by the manual or facsimile signature of its duly authorized representatives all as of the Issue Date set forth above.

SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY

By: \_\_\_\_\_  
President of the Board of Directors

Attest:

\_\_\_\_\_  
Clerk of the  
San Bernardino County Transportation Authority

By: \_\_\_\_\_  
Auditor-Controller

Attest:

\_\_\_\_\_  
Clerk of the  
San Bernardino County Transportation Authority

**[FORM OF CERTIFICATE OF AUTHENTICATION]**

This Bond is one of the 2022 Bonds described in the within mentioned Indenture and was authenticated on the date set forth below.

Date of Authentication: \_\_\_\_\_

U.S. BANK NATIONAL ASSOCIATION, as Trustee

By: \_\_\_\_\_  
Authorized Signatory

DRAFT

**[DTC LEGEND]**

Unless this Bond is presented by an authorized representative of The Depository Trust Company to the issuer or its agent for registration of transfer, exchange or payment, and any Bond issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of The Depository Trust Company and any payment is made to Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered Owner hereof, Cede & Co., has an interest herein.

**[FORM OF ASSIGNMENT]**

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

\_\_\_\_\_  
(Please Print or Type Name and Address of Assignee)

PLEASE INSERT SOCIAL SECURITY OR OTHER  
TAX IDENTIFICATION NUMBER OF ASSIGNEE

\_\_\_\_\_  
the within bond and all rights thereunder, and hereby irrevocably constitutes and appoints

\_\_\_\_\_  
to transfer the within Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated:

Signature:

\_\_\_\_\_  
(Signature of Assignor)

Notice: The signature on this assignment must correspond with the name of the registered Holder as it appears upon the face of the within Bond in every particular without alteration or enlargement or any change whatsoever.

SIGNATURE GUARANTEED:

\_\_\_\_\_  
Notice: Signature must be guaranteed by an eligible guarantor firm.

**EXHIBIT B****NOTICE ADDRESSES****To the Authority:**

San Bernardino County Transportation Authority  
do San Bernardino Associated Governments  
1170 W. 3rd Street, 2nd Floor  
San Bernardino, CA 92410-1715  
Attention: Executive Director  
Telephone: (909) 884-8276  
Fax: (909) 885-4407

**To the Trustee:**

DRAFT

**CONTINUING DISCLOSURE CERTIFICATE**

This Continuing Disclosure Certificate (the “Disclosure Certificate”), dated March 1, 2022, is executed and delivered by the San Bernardino County Transportation Authority (the “Authority”) in connection with the issuance of \$ \_\_\_\_\_ aggregate principal amount of San Bernardino County Transportation Authority Sales Tax Revenue Refunding Bonds, 2022 Series A (Limited Tax Bonds) (the “Bonds”). The Bonds are being issued pursuant to an Indenture dated as of March 1, 2012 (the “2012 Indenture”), as supplemented by a First Supplemental Indenture, dated as of March 1, 2012 (the “First Supplemental Indenture”), a Second Supplemental Indenture, dated as of March 1, 2014 (the “Second Supplemental Indenture”), a Third Supplemental Indenture, dated as of April 1, 2019 (the “Third Supplemental Indenture”), a Fourth Supplemental Indenture, dated as of June 1, 2021 (the “Fourth Supplemental Indenture”) and a Fifth Supplemental Indenture, dated as of March 1, 2022 (the “Fifth Supplemental Indenture” and, together with the 2012 Indenture, the First Supplemental Indenture, the Second Supplemental Indenture, the Third Supplemental Indenture and the Fourth Supplemental Indenture, the “Indenture”), each between the Authority and U.S. Bank National Association, as trustee (the “Trustee”). Pursuant to the Indenture, the Authority covenants and agrees as follows:

**SECTION 1. Purpose of the Disclosure Certificate.** This Disclosure Certificate is being executed and delivered by the Authority for the benefit of the Holders and Beneficial Owners of the Bonds and in order to assist the Participating Underwriters in complying with the Rule.

**SECTION 2. Definitions.** In addition to the definitions set forth in the Indenture, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“Annual Report” shall mean any Annual Report provided by the Authority pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

“Beneficial Owner” shall mean any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

“Disclosure Representative” shall mean the designee of the Authority to act as the Disclosure Representative.

“Dissemination Agent” shall mean an entity selected and retained by the Authority, or any successor thereto selected by the Authority. The initial Dissemination Agent shall be U.S. Bank National Association, as trustee under the Indenture.

“EMMA” shall mean the Municipal Securities Rulemaking Board’s Electronic Municipal Market Access System for Municipal Securities disclosures, maintained on the internet at <http://emma.msrb.org>.

“Listed Events” shall mean any of the events listed in Section 5(a) of this Disclosure Certificate and any other event legally required to be reported pursuant to the Rule.

“MSRB” shall mean the Municipal Securities Rulemaking Board established pursuant to Section 15B(b)(1) of the Securities Exchange Act of 1934 or any other entity designated or authorized by the SEC to receive reports pursuant to the Rule. Until otherwise designated by the MSRB or the SEC, filings with the MSRB are to be made through the EMMA website of the MSRB, currently located at <http://emma.msrb.org>.

“Official Statement” shall mean the Official Statement of the Authority, dated \_\_\_\_\_, 2022, relating to the Bonds, as amended or supplemented.

“Participating Underwriters” shall mean any of the original underwriters of the Bonds required to comply with the Rule in connection with offering of the Bonds.

“Repository” shall mean, until otherwise designated by the SEC, EMMA.

“Rule” shall mean Rule 15c2-12 adopted by the SEC under the Securities Exchange Act of 1934, as the same may be amended from time to time.

“SEC” shall mean the U.S. Securities and Exchange Commission.

“State” shall mean the State of California.

### SECTION 3. Provision of Annual Reports.

(a) The Authority shall provide to the Repository, or shall cause the Dissemination Agent to provide to each Repository, not later than 270 days after the end of the Authority’s fiscal year, commencing with the fiscal year ending June 30, 2022, an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Certificate. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may include by reference other information as provided in Section 4 of this Disclosure Certificate. Not later than fifteen (15) Business Days prior to said date, the Authority shall provide the Annual Report to the Dissemination Agent. The Authority shall provide a written certification with each Annual Report furnished to the Dissemination Agent to the effect that such Annual Report constitutes the Annual Report required to be furnished by the Authority hereunder. The Dissemination Agent may conclusively rely upon such certification of the Authority.

(b) If by fifteen (15) Business Days prior to the date specified in subsection (a) for providing the Annual Report to the Repository, the Dissemination Agent has not received a copy of the Annual Report, the Dissemination Agent shall contact the Authority to determine if the Authority is in compliance with subsection (a).

(c) If the Dissemination Agent is unable to verify that an Annual Report has been provided to the Repository by the date required in subsection (a), the Dissemination Agent shall send a notice to the MSRB in the manner prescribed by the MSRB.

(d) If the Dissemination Agent is other than the Authority, the Dissemination Agent shall file a report with the Authority certifying that the Disclosure Report has been provided to the MSRB through the EMMA System pursuant to this Disclosure Certificate.

SECTION 4. Content of Annual Reports. The Authority’s Annual Report shall contain or include by reference the following:

(a) The audited financial statements of the Authority for the prior fiscal year, prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board. If the Authority’s audited financial statements are not available by the time the Annual Report is required to be filed pursuant to Section 3(a), the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the final Official Statement relating to the Bonds (the “Official Statement”), and the audited financial statements shall be filed in the same manner as the Annual Report when they become available.

(b) An update (as of the most recently ended fiscal year of the Authority) for the table entitled “San Bernardino County Transportation Authority Sales Tax Revenues” set forth in the Official Statement under the caption “THE SALES TAX — Historical Sales Tax Revenues.”



(c) An update (as of the most recently ended fiscal year of the Authority) for the Coverage Ratio set forth on page \_\_ of the Official Statement.

(d) A summary of all Bonds and Parity Obligations Outstanding as of the most recently ended fiscal year of the Authority.

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues with respect to which the Authority is an “obligated person” (as defined by the Rule), which have been filed with the Repository or the Securities and Exchange Commission. If the document included by reference is a final official statement, it must be available from the MSRB. The Authority shall clearly identify each such other document so included by reference.

#### SECTION 5. Reporting of Significant Events.

(a) The Authority shall provide (or cause to be provided) notice to the MSRB of the occurrence of any of the following events numbered 1-10 with respect to Bonds and in a timely manner but not later than ten business days after the occurrence of the event. The notice shall be in an electric format and contain such identifying information as is prescribed by the MSRB.

- (1) Principal and interest payment delinquencies;
- (2) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (3) Unscheduled draws on credit enhancements reflecting financial difficulties; (a)
- (4) Substitution of credit or liquidity providers, or their failure to perform; (a)
- (5) Issuance by the Internal Revenue Service of proposed or final determination of taxability or of a Notice of Proposed Issue (IRS Form 5701 TEB) or issuance of adverse tax opinions;
- (6) Tender offers;
- (7) Defeasances;
- (8) Rating changes;
- (9) Bankruptcy, insolvency, receivership or similar event of the obligated person; or

Note: for the purposes of the event identified in subparagraph (9), the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an Obligated Person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under State or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Obligated Person, or if such jurisdiction has been assumed by leaving the existing governmental body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Obligated Person.

- (10) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the City, any of which reflect financial difficulties.

(b) The Authority shall provide (or cause to be provided) to the MSRB notice of the occurrence of any of following events numbered 11-18 with respect to Bonds, if material and in a timely manner but not later than ten business days after the occurrence of the event. Such notice shall be in an electric format and contain such identifying information as is prescribed by the MSRB.

- (11) Unless described in paragraph 5(a)(5), other material notices or determinations by the Internal Revenue Service with respect to the tax status of Bonds or other material events affecting the tax status of Bonds;
- (12) Modifications to rights of Bondholders;
- (13) Bond calls; (b)
- (14) Release, substitution, or sale of property securing repayment of Bonds;
- (15) Non-payment related defaults;
- (16) The consummation of a merger, consolidation, or acquisition involving an Obligated Person or the sale of all or substantially all of the assets of the Obligated Person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms;
- (17) Appointment of a successor or additional trustee or the change of name of a trustee; or
- (18) Incurrence of a financial obligation of the District, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the District, any of which affect Bondholders, if material.

*Note:*

(a) *The Authority has not obtained or provided, and does not expect to obtain or provide, any credit enhancements or credit or liquidity providers for the Bonds.*

(b) *Any scheduled redemption of Bonds pursuant to mandatory sinking fund redemption requirements does not constitute a Specified Event within the meaning of the Rule.*

(c) For purposes of the events identified in paragraphs (a)(10) and (b)(18) above, the term “financial obligation” means a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). The term financial obligation shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

(d) The Authority acknowledges that it must make a determination whether a Specified Event listed in subsection (b) is material under applicable federal securities laws in order to determine whether a filing is required under subsection (b).

**SECTION 6. Termination of Reporting Obligation.** The obligations of the Authority and the Dissemination Agent under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds. If such termination occurs prior to the final maturity of the Bonds, the Authority shall give notice of such termination in the same Timmer as for a Listed Event under Section 5(f) hereof.

SECTION 7. Dissemination Agent. The Authority may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent may resign at any time by providing at least 30 days' notice in writing to the Authority.

SECTION 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the Authority may amend this Disclosure Certificate, provided no amendment increasing or affecting the obligations or duties of the Dissemination Agent shall be made without the consent of such party, and any provision of this Disclosure Certificate may be waived if such amendment or waiver is supported by an opinion of counsel expert in federal securities laws acceptable to the Authority and the Dissemination Agent to the effect that such amendment or waiver would not, in and of itself, cause the undertakings herein to violate the Rule if such amendment or waiver had been effective on the date hereof but taking into account any subsequent change in or official interpretation of the Rule.

SECTION 9. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the Authority from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the Authority chooses to include any information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is specifically required by this Disclosure Certificate, the Authority shall have no obligation under this Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

SECTION 10. Default. In the event of a failure of the Authority to comply with any provision of this Disclosure Certificate, any Holder or Beneficial Owner of the Bonds may take such actions, as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Authority to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an Event of Default under the Indenture, and the sole remedy under this Disclosure Certificate in the event of any failure of the Authority to comply with this Disclosure Certificate shall be an action to compel performance. This is the first continuing disclosure undertaking by the Authority.

SECTION 11. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the Authority agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which they may incur arising out of or in connection with the exercise or performance of their respective powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The Dissemination Agent shall also be entitled to any further protections and limitations from liability afforded to the Trustee under Article VIII of the Indenture, as if such provisions were fully set forth herein. The Dissemination Agent shall be paid compensation by the Authority for its services provided hereunder in accordance with its schedule of fees as amended from time to time, and all expenses, legal fees and advances made or incurred by the Dissemination Agent in the performance of its duties hereunder. The Dissemination Agent shall have no duty or obligation to review any information provided to it hereunder and shall not be deemed to be acting in any fiduciary capacity for the Authority, the Bondholders, or any other party. The obligations of the Authority under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

SECTION 12. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the Authority, the Dissemination Agent, the Participating Underwriters and Holders and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY

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

Receipt Acknowledged By:

U.S. BANK NATIONAL ASSOCIATION,  
as Dissemination Agent

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

DRAFT

\$[Par]  
**SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY  
 SALES TAX REVENUE REFUNDING BONDS (LIMITED TAX BONDS),  
 2022 SERIES A**

**BOND PURCHASE AGREEMENT**

[Date]

San Bernardino County Transportation Authority  
 1170 W. 3rd Street, 2nd Floor  
 San Bernardino, CA 92410-1715  
 Attention: Chief Financial Officer

Ladies and Gentlemen:

Wells Fargo Bank, National Association (the “Underwriter”) hereby offers to enter into this Bond Purchase Agreement with the Issuer which, upon the San Bernardino County Transportation Authority’s (the “Issuer”) acceptance hereof, will be binding upon the Issuer and the Underwriters. This offer is made subject to the written acceptance of this Bond Purchase Agreement by the Issuer and the delivery of such acceptance to the Underwriter or its attorney at or prior to 6:00 p.m., Pacific time, on the date hereof, and, if not so accepted, will be subject to withdrawal by the Underwriter upon notice delivered to the Issuer at any time prior to the acceptance hereof by the Issuer.

The Underwriter represents and warrants to the Issuer that it has been duly authorized to enter into this Bond Purchase Agreement and to act hereunder by and on behalf of the Underwriters.

1. Definitions. All capitalized terms not defined herein shall have the meanings ascribed to them in the Indenture, as defined below. Unless a different meaning clearly appears from the context, the following words and terms shall have the following meanings, respectively:

“Bonds” shall mean \$[Par] San Bernardino County Transportation Authority Sales Tax Revenue Refunding Bonds (Limited Tax Bonds), 2022 Series A.

“Bond Purchase Agreement” shall mean this Bond Purchase Agreement.

“Bond Resolution” shall mean Resolution No. \_\_\_\_20\_\_\_\_ adopted by the Issuer on \_\_\_\_\_, 2022.

“Business Day” shall mean any day other than a Saturday, Sunday or legal holiday in the State or in New York, New York or a day on which either the Trustee or the Issuer is legally authorized to close.

“Closing Date” shall have the meaning given such term in Section 7 hereof.

“Closing Time” shall mean the time at which payment for and delivery of the Bonds shall occur, as established pursuant to Section 7 hereof.

“Continuing Disclosure Certificate” shall mean the Continuing Disclosure Certificate dated \_\_\_\_\_, 2022, between the Issuer and the Trustee (defined below) as Dissemination Agent.

“County” shall mean the County of San Bernardino.

“End Date” shall have the meaning set forth in Section 2 hereof.

“Indenture” shall mean the Indenture, dated as of March 1, 2012, between the Issuer and The Bank of New York Mellon Trust Company, N.A. (the “Trustee”), as previously amended, and as amended and supplemented by the Fifth Supplemental Indenture, dated as of March 1, 2022, between the Authority and the Trustee.

“Legal Documents” shall mean the Indenture, the Continuing Disclosure Certificate, and the Tax Certificate.

“Official Statement” shall mean the Official Statement of the Issuer, dated \_\_\_\_, 2022 relating to the Bonds, together with the cover page thereof and all appendices, exhibits, amendments and supplements thereto.

“Preliminary Official Statement” shall mean the Preliminary Official Statement of the Issuer, dated \_\_\_\_, 2022, relating to the Bonds, together with the cover page thereof and all appendices, exhibits, amendments and supplements thereto.

“Rule 15c2-12” shall mean Rule 15c2-12 of the Securities and Exchange Commission, promulgated under the Securities Exchange Act of 1934, as amended.

“Sales Tax” shall have the meaning as defined in the Bond Resolution.

“State” shall mean the State of California.

“Tax Certificate” shall mean the Tax Certificate of the Issuer dated the Closing Date.

2. Use and Preparation of Official Statement; Continuing Disclosure Certificate. The Issuer has heretofore delivered to the Underwriters copies of the Preliminary Official Statement, which the Issuer has deemed final as of its date, except for the omission of such information as is permitted to be omitted in accordance with paragraph (b)(1) of Rule 15c2-12. The Issuer shall prepare and deliver to the Underwriters, as promptly as practicable, but in no event later than seven (7) business days from the date hereof and at least two (2) business days prior to the Closing Date, whichever occurs first, a final Official Statement, with such changes and amendments as may be agreed to by the Underwriter, in such quantities as the Underwriter may reasonably request in order to comply with paragraph (b)(4) of Rule 15c2-12 and the rules of the Municipal Securities Rulemaking Board (the “MSRB”). The Issuer hereby ratifies, confirms and approves the use and distribution by the Underwriters prior to the date hereof of the Preliminary Official Statement and hereby authorizes the Underwriters to use and distribute the Official Statement and all information contained therein in connection with the public offering and sale of the Bonds. The Underwriter agrees to promptly file a copy of the Official Statement, including any supplements prepared by the Issuer, with the MSRB on its Electronic Municipal Markets Access (“EMMA”) system. The Issuer shall deliver sufficient copies of the Official Statement to enable the Underwriters to distribute a single copy to any potential customer of the Underwriters requesting an Official Statement during the time period beginning when the Official Statement becomes available and ending on a date referred to herein as the “End Date,” which is the date when the Official Statement becomes available through EMMA, but in no event less than 25 days after the end of the underwriting period (as defined in Rule 15c2-12). On the Closing Date the Issuer may assume that the end of the underwriting period has occurred unless otherwise informed in writing by the Underwriters. In any event, the Underwriters shall promptly notify the Issuer of the end of the underwriting period.

The Issuer will undertake pursuant to a Continuing Disclosure Certificate, to be dated as of the date of issuance of the Bonds, to provide certain annual financial and operating information and certain material event notices. A description of this undertaking is set forth in the Official Statement.

3. Purchase and Sale of the Bonds. Upon the terms and conditions and in reliance upon the representations, warranties and agreements set forth herein, the Underwriters hereby agree to purchase from the Issuer the Bonds for offering to the public, and the Issuer hereby agrees to sell to the Underwriters, all (but not less than all) of the \$[Par] aggregate principal amount of the Bonds at an aggregate purchase price of \$[Price] (the “Purchase Price”), representing the aggregate principal amount of the Bonds, plus original issue premium of \$[Price], less an underwriters’ discount of \$[Price].

4. The Bonds. The principal amounts, maturity dates, interest rates and prices with respect to the Bonds shall be as described in the Official Statement and in Appendix A hereto.

5. Public Offering; Establishment of Issue Price.

(a) The Underwriters agree to make a bona fide public offering of all the Bonds at prices set forth on Schedule I hereto. After such initial public offering, the Underwriters reserve the right to change such offering prices from time to time as they deem necessary.



(b) The Underwriter agrees to assist the Issuer in establishing the issue price of the Bonds and shall execute and deliver to the Issuer at Closing an “issue price” or similar certificate, substantially in the form attached hereto as Appendix B, together with the supporting pricing wires or equivalent communications, with such modifications as may be deemed appropriate or necessary, in the reasonable judgment of the Underwriter, the Issuer and Bond Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Bonds.

(c) The Issuer represents that it will treat the first price at which 10% of each maturity of the Bonds (the “10% test”) is sold to the public as the issue price of that maturity (if different interest rates apply within a maturity, each separate CUSIP number within that maturity will be subject to the 10% test). At or promptly after the execution of this Bond Purchase Agreement, the Underwriter shall report to the Issuer the price or prices at which the underwriters have sold to the public each maturity of the Bonds.

(d) The Underwriter confirms that it has offered the Bonds to the public on or before the date of this Bond Purchase Agreement at the offering price or prices (the “initial offering price”), or at the corresponding yield or yields, set forth on Schedule I hereto.

(e) The Underwriter confirms that:

- (i) any agreement among underwriters, any selling group agreement and each retail distribution agreement (to which the Underwriter is a party) relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such retail distribution agreement, as applicable, to (A)(1) report the prices at which it sells to the public the unsold Bonds of each maturity allotted to it until it is notified by the Underwriter that either the 10% test has been satisfied as to the Bonds of that maturity or all Bonds of that maturity have been sold to the public and (2) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the Underwriter and as set forth in the related pricing wires, (B) promptly notify the Underwriter of any sales of the Bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below), and (C) acknowledge that, unless otherwise advised by the Underwriter, dealer or broker-dealer, the Underwriter shall assume that each order submitted by the Underwriter, dealer or broker-dealer is a sale to the public; and
- (ii) any agreement among underwriters and any selling group agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter that is a party to a retail distribution agreement to be employed in connection with the initial sale of the Bonds to the public

to require each broker-dealer that is a party to such retail distribution agreement to (A) report the prices at which it sells to the public the unsold Bonds of each maturity allotted to it until it is notified by the Underwriter or the Underwriter that either the 10% test has been satisfied as to the Bonds of that maturity or all Bonds of that maturity have been sold to the public and (B) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the Underwriter or the Underwriter and as set forth in the related pricing wires.

(f) The Underwriters acknowledge that sales of any Bonds to any person that is a related party to an underwriter shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

- (i) “public” means any person other than an underwriter or a related party to an underwriter,
- (ii) “underwriter” means (A) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the public),
- (iii) a purchaser of any of the Bonds is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and
- (iv) “sale date” means the first day on which there is a binding contract in writing for the sale of the Bonds.

6. Use of Documents. The Issuer hereby authorizes the Underwriters to use, in connection with the public offering and sale of the Bonds, this Bond Purchase Agreement, the Preliminary Official Statement, the Official Statement and the Legal Documents, and the information contained herein and therein.

7. Closing. The Closing Time shall be no later than [time], on dated \_\_\_\_, 2022, or at such other time or on such later date as shall have been mutually agreed upon by the Issuer and the Underwriter (the “Closing Date”). At the Closing Time, the Issuer will deliver or cause to be delivered the Bonds to the Underwriters through The Depository Trust Company (“DTC”) in definitive or temporary form, duly executed by the Issuer, together with the other documents hereinafter mentioned; and the Underwriters will accept such delivery and pay the Purchase Price in immediately available funds to the Trustee.

The Bonds will be registered in the name of “Cede & Co.” as nominee of DTC. It is anticipated that CUSIP identification numbers will be printed on the Bonds, but neither the failure to print such numbers on the Bonds nor any error with respect thereto shall constitute a cause for failure or refusal by the Underwriters to accept delivery of the Bonds in accordance with the terms of this Bond Purchase Agreement.

Delivery of the Bonds will be made through the book-entry system of DTC, and all other actions to be taken at the Closing Time, including the delivery of the items set forth in Section 9 hereof, shall take place at the offices of Stradling Yocca Carlson & Rauth, a Professional Corporation (“Bond Counsel”) in Newport Beach, California or at such other place as shall have been mutually agreed upon by the Issuer and the Underwriter.

8. Representations, Warranties and Agreements of the Issuer. The Issuer hereby represents, warrants and agrees with the Underwriters that:

(a) The Issuer has been duly created and is validly existing under the laws of the State and has the power to issue the Bonds pursuant to the Act, the Bond Resolution and the Legal Documents.

(b) The Issuer has full legal right, power and authority under the Constitution and the laws of the State to cause the collection of the Sales Tax, to adopt the Bond Resolution, to enter into the Legal Documents and this Bond Purchase Agreement, and to sell, issue and deliver the Bonds to the Underwriters as provided herein; the Issuer has full legal right, power and authority to perform its obligations under the Bond Resolution, the Bonds, the Legal Documents and this Bond Purchase Agreement, and to carry out and consummate the transactions contemplated thereby and hereby and by the Official Statement; except as described in the Preliminary Official Statement and the Official Statement, the Issuer has complied with, or will at the Closing Time be in compliance with, in all respects material to this transaction, the Constitution, the Act, the Ordinance and laws of the State, and the terms of the Bond Resolution, the Bonds, the Legal Documents and this Bond Purchase Agreement.

(c) Except as described in the Preliminary Official Statement and the Official Statement, by all necessary official action, the Issuer has duly adopted the Ordinance, which was approved by a majority of the voters in the County on November 3, 1987 and extended by more than a two-thirds vote of the voters in the County voting on such extension on November 2, 2004.

(d) By all necessary official action, the Issuer has duly adopted the Bond Resolution, has duly authorized the preparation and distribution of the Preliminary Official Statement and the preparation, execution and delivery of the Official Statement, has duly

authorized and approved the execution and delivery of, and the performance of its obligations under, the Bonds, this Bond Purchase Agreement and the Legal Documents, and the consummation by it of all other transactions contemplated by this Bond Purchase Agreement, the Bond Resolution, and the Legal Documents. When executed and delivered by their respective parties, the Legal Documents and this Bond Purchase Agreement (assuming due authorization, execution and delivery by and enforceability against the other parties thereto) will be in full force and effect and each will constitute legal, valid and binding agreements or obligations of the Issuer, enforceable in accordance with their respective terms, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles relating to or limiting creditors rights generally, the application of equitable principles, the exercise of judicial discretion and the limitations on legal remedies against public entities in the State.

(e) The Bonds, when issued, authenticated and delivered in accordance with the Bond Resolution and the Indenture, and sold to the Underwriters as provided herein, will constitute legal, valid and binding obligations of the Issuer, enforceable in accordance with their respective terms, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles relating to or limiting creditors' rights generally, the application of equitable principles, the exercise of judicial discretion and the limitations on legal remedies against public entities in the State, and will be entitled to the benefits of the laws of the State, the Indenture and the Bond Resolution.

(f) All consents, approvals, authorizations, orders, licenses or permits of any governmental authority, legislative body, board, agency or Issuer having jurisdiction of the matter, that are required for the due authorization by, or that would constitute a condition precedent to or the absence of which would materially adversely affect the issuance, delivery or sale of the Bonds and the execution, delivery of and performance of the Legal Documents by the Issuer have been duly obtained (except for such approvals, consents and orders as may be required under the Blue Sky or securities laws of any state in connection with the offering and sale of the Bonds, as to which no representation is made).

(g) Except as described in the Preliminary Official Statement and the Official Statement, the Issuer is not in any material respect in breach of or default under any constitutional provision, law or administrative regulation of the State or of the United States or any agency or instrumentality of either or any judgment or decree or any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Issuer is a party or to which the Issuer or any of its property or assets is otherwise subject (including, without limitation, the Bond Resolution and the Legal Documents), and no event has occurred and is continuing which with the passage of time or the giving of notice, or both, would constitute a default or event of default under any such instrument; and the adoption of the Bond Resolution, the issuance, delivery and sale of the Bonds and the execution and delivery of this Bond Purchase Agreement and the Legal Documents and compliance with the Issuer's obligations therein and herein will not in any material respect conflict with, violate or result in a breach of or constitute a default under, any constitutional provision, law, administrative regulation, judgment, decree, loan agreement, indenture, agreement, mortgage, lease or other instrument to which the Issuer is a party or to which the Issuer or any of its property or assets is otherwise subject, nor will any such execution, delivery, adoption or compliance result in the creation or imposition of any lien, charge or other security interest or

encumbrance of any nature whatsoever upon any of the property or assets of the Issuer or under the terms of any such law, regulation or instruments, except as provided by the Bond Resolution and the Legal Documents.

(h) As of the date hereof, no action, suit, proceeding, inquiry or investigation at law or in equity before or by any court, government agency, public board or body, is pending or, to the best of the Issuer's knowledge, threatened against the Issuer: (i) in any way affecting the existence of the Issuer or in any way challenging the respective powers of the several offices or the titles of the officials of the Issuer to such offices; (ii) affecting or seeking to prohibit, restrain or enjoin the issuance, sale or delivery of any of the Bonds, the application of the proceeds of the sale of the Bonds, the proceedings authorizing and approving the Sales Tax, the levy or collection of the Sales Tax; (iii) in any way contesting or affecting, as to the Issuer, the validity or enforceability of the Act, the proceedings authorizing the Sales Tax, the Bond Resolution, the Bonds, the Legal Documents or this Bond Purchase Agreement; (iv) in any way contesting the powers of the Issuer or its authority with respect to issuance or delivery of the Bonds, the adoption of the Bond Resolution, or the execution and delivery of the Legal Documents or this Bond Purchase Agreement, or contesting the power or authority to levy the Sales Tax; (v) contesting the exclusion from gross income of interest on the Bonds for federal income tax purposes; (vi) in any way contesting the completeness or accuracy of the Preliminary Official Statement or the Official Statement, or any supplement or amendment thereto; or (vii) in any way contesting or challenging the consummation of the transactions contemplated hereby or thereby or that might materially adversely affect the ability of the Issuer to perform and satisfy its obligations under this Bond Purchase Agreement, the Legal Documents or the Bonds; nor to the best of the Issuer's knowledge is there any basis for any such action, suit, proceeding, inquiry or investigation, wherein an unfavorable decision, ruling or finding would materially adversely affect the Act, the proceedings authorizing the Sales Tax, the Bond Resolution, the Legal Documents or this Bond Purchase Agreement or the performance by the Issuer of its obligations thereunder, or the authorization, execution, delivery or performance by the Issuer of the Bonds, the Bond Resolution, the Legal Documents or this Bond Purchase Agreement.

(i) Between the date hereof and the Closing Time, the Issuer will not, without the prior written consent of the Underwriter, offer or issue in any material amount any bonds, notes or other obligations for borrowed money, or in any material amount incur any material liabilities, direct or contingent, except in the course of normal business operations of the Issuer or relating to the Project or except for such borrowings as may be described in or contemplated by the Preliminary Official Statement and the Official Statement.

(j) The Issuer will furnish such information, execute such instruments, and take such other action in cooperation with and at the expense of the Underwriters as the Underwriters may reasonably request in order (i) to qualify the Bonds for sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions in the United States as the Underwriters may designate and (ii) to determine the eligibility of the Bonds for investment under the laws of such states and other jurisdictions; and the Issuer will use commercially reasonable efforts to continue such qualification in effect so long as required for distribution of the Bonds; provided, however, that in no event shall the Issuer be required to take any action which would subject itself to service of process in any jurisdiction in which it is not already so subject, and will provide prompt written notice to the Underwriters of receipt by the Issuer of any written



notification with regard to the suspension of the qualification of the Bonds for sale in any jurisdiction or the initiation or threat of any proceeding for that purpose.

(k) The Issuer has the legal authority to apply and will apply, or cause to be applied, the proceeds from the sale of the Bonds as provided in and subject to all of the terms and provisions of the Act, the Ordinance, the Bond Resolution and the Indenture, and will not take or omit to take any action which action or omission will adversely affect the exclusion from gross income for federal income tax purposes of the interest on the Bonds.

(l) The Bonds, when issued, will conform to the description thereof contained in the Preliminary Official Statement (other than the information as to principal amounts, interest rates, redemption provisions and other information subject to change) and the Official Statement under the captions “THE SERIES 2022 BONDS” and Appendix C — “DEFINITIONS AND SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE”; the proceeds of the Bonds, when issued, will be applied generally as described in the Preliminary Official Statement and the Official Statement under the captions “INTRODUCTION — Purpose and Application of Proceeds” and “THE REFUNDING PLAN”; and the Bond Resolution and the Indenture conform to the descriptions thereof contained in the Preliminary Official Statement and the Official Statement.

(m) The Preliminary Official Statement (other than information allowed to be omitted by Rule 15c2-12) and certain terms of the Bonds left blank or marked preliminary, subject to change, as of its date and as of the date hereof, did not and does not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made.

(n) As of the date hereof, and (unless an event occurs of the nature described in paragraph (p) of this Section 8) at all times subsequent thereto, up to and including the Closing Time, the Official Statement did not and does not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements in the Official Statement, in the light of the circumstances under which they are made, not misleading.

(o) If the Official Statement is supplemented or amended pursuant to paragraph (p) of this Section 8, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to such paragraph) at all times subsequent thereto up to and including the Closing Time, the Official Statement as so supplemented or amended will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(p) The Issuer shall not amend or supplement the Official Statement without the prior written consent of the Underwriter, which shall not be unreasonably withheld. If between the date hereof and the Closing Time, any event shall occur which might or would cause the Official Statement, as then supplemented or amended, to contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the Issuer shall notify the Underwriter thereof, and if, in the opinion of the Underwriter, such event requires the preparation and

publication of a supplement or amendment to the Official Statement, the Issuer shall forthwith prepare and furnish (at the expense of the Issuer) a reasonable number of copies of an amendment or supplement to the Official Statement in form and substance satisfactory to the Underwriter.

(q) Except as described in the Preliminary Official Statement and the Official Statement, and except for a pledge of Revenues or other funds, in connection with (i) a loan obtained by the Issuer under the Transportation Infrastructure Finance and Innovation Act or (ii) a new or extended credit or liquidity facility supporting the Issuer's commercial paper notes, the Issuer has not granted a lien on or made a pledge of the Revenues or any other funds pledged under the Indenture.

(r) The Issuer is not in default in any material respect on any bond, note or other obligation for borrowed money or under any agreement under which any such obligation is outstanding, and at no time has defaulted in any material respect on any payment obligation with respect to such outstanding bonds, notes or other obligations for borrowed money.

(s) The financial statements of, and other financial information regarding, the Issuer in the Preliminary Official Statement and the Official Statement relating to the receipts, expenditures and cash balances of Revenues by the Issuer as of June 30, 2021, fairly represent the receipts, expenditures and cash balances of such amounts and, insofar as presented, other funds of the Issuer as of the dates and for the periods therein set forth. The financial statements of the Issuer have been prepared in accordance with generally accepted accounting principles consistently applied. Except as disclosed in the Preliminary Official Statement and the Official Statement or otherwise disclosed in writing to the Underwriter, there has not been any materially adverse change in the financial condition of the Issuer or in its operations since June 30, 2021 and there has been no occurrence, circumstance or combination thereof which is reasonably expected to result in any such materially adverse change.

(t) Prior to the Closing Time, the Issuer will not take any action within or under its control, other than actions in the normal course of operation, that will cause any material adverse change in such financial position, results of operations or condition, financial or otherwise, of the Issuer.

(u) Upon the delivery of the Bonds, the aggregate principal amount of Bonds authorized to be issued under the Indenture, together with all outstanding Parity Debt, will not in combination with all other outstanding debt obligations of the Issuer exceed any limitation imposed by law or by the Indenture or by Section 132309(b) of the Public Utilities Code of the State of California.

(v) The sum of the principal of and interest on the Bonds, together with all outstanding Parity Debt and all other outstanding debt obligations of the Issuer, does not exceed the estimated proceeds of the retail transactions and use tax for the period for which the retail transactions and use tax is to be imposed by the Issuer.

(w) Except as otherwise set forth in the Preliminary Official Statement and the Official Statement, the Issuer has complied in all material respects during the previous five years with all previous undertakings required pursuant to Rule 15c2-12.



(x) Any certificate, signed by any official of the Issuer authorized to do so in connection with the transactions described in this Bond Purchase Agreement, shall be deemed a representation and warranty by the Issuer to the Underwriters as to the statements made therein.

9. Conditions to the Underwriter's Obligations. The Underwriter has entered into this Bond Purchase Agreement in reliance upon the representations, warranties and obligations of the Issuer contained herein and upon the documents and instruments to be delivered at the Closing Time. Accordingly, the Underwriters' obligations under this Bond Purchase Agreement shall be subject to the following conditions:

(a) The representations and warranties of the Issuer contained herein shall be true and correct at the date hereof and true and correct at and as of the Closing Time, as if made at and as of the Closing Time and will be confirmed by a certificate or certificates of the appropriate Issuer official or officials dated the Closing Date, and the Issuer shall be in compliance with each of the agreements and covenants made by it in this Bond Purchase Agreement;

(b) (i) At the Closing Time, the Act, the Bond Resolution and the Legal Documents shall be in full force and effect, and shall not have been amended, modified or supplemented, except as may have been agreed to by the Issuer and the Underwriter, and (ii) the Issuer shall perform or have performed all of its obligations required under or specified in the Act, the Bond Resolution, the Legal Documents, this Bond Purchase Agreement, the Preliminary Official Statement and the Official Statement to be performed at or prior to the Closing Time;

(c) As of the date hereof and at the Closing Time, all necessary official action of the Issuer relating to this Bond Purchase Agreement, the Legal Documents, the Preliminary Official Statement and the Official Statement shall have been taken and shall be in full force and effect and shall not have been amended, modified or supplemented in any material respect;

(d) Subsequent to the date hereof, up to and including the Closing Time, there shall not have occurred any change in or particularly affecting the Issuer, the Act, the Ordinance, the Sales Tax, the Revenues, or the Bonds as the foregoing matters are described in the Preliminary Official Statement and the Official Statement, which in the reasonable professional judgment of the Underwriter materially impairs the investment quality of the Bonds;

(e) Subsequent to the date hereof, up to and including the Closing Time, the Issuer shall not have suspended or advised the suspension of the collection of the Sales Tax or the escrow of any proceeds thereof, and the General Counsel to the Issuer, shall not have advised the suspension of the collection of the Sales Tax or the escrow of any proceeds thereof other than as disclosed in the Preliminary Official Statement and the Official Statement;

(f) At or prior to the Closing Date, the Underwriter shall receive copies of each of the following documents:

(1) The Official Statement delivered in accordance with Section 2 hereof and each supplement or amendment, if any, executed on behalf of the Issuer by its Executive Director.

(2) An approving opinion of Bond Counsel, dated the Closing Date, as to the validity of the Bonds, the exclusion of interest on the Bonds from federal gross income and the exclusion of interest on the Bonds from State income taxation, addressed to the Issuer substantially in the form attached as Appendix F to the Official Statement, and a reliance letter with respect thereto addressed to the Underwriters.

(3) A supplemental opinion of Bond Counsel, addressed to the Underwriters, to the effect that:

(i) The Bond Purchase Agreement has been duly executed and delivered by the Issuer and is valid and binding upon the Issuer, subject to laws relating to bankruptcy, insolvency, reorganization or creditors' rights generally, to the application of equitable principles, the exercise of judicial discretion and the limitations on legal remedies against public entities in the State of [State];

(ii) The statements contained in the Official Statement in the sections entitled ["THE SERIES 2022 BONDS" (other than the information concerning DTC and the book-entry system), "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2022 BONDS", "TAX MATTERS" and APPENDIX C—"DEFINITIONS AND SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE—DEFINITIONS,"—"THE SERIES 2022 BONDS,"—"THE REFUNDING PLAN,"] excluding any material that may be treated as included under such captions by cross-reference, insofar as such statements expressly summarize certain provisions of the Indenture, the Bonds, and the form and content of such counsel's opinion attached as Appendix F to the Preliminary Official Statement and the Official Statement, are accurate in all material respects; and

(iii) The Bonds are not subject to the registration requirements of the Securities Act of 1933, as amended (the "1933 Act") and the Fifth Supplemental Indenture is exempt from qualification pursuant to the Trust Indenture Act of 1939, as amended (the "Trust Indenture Act").

(4) A letter, dated the Closing Date and addressed to the Issuer and the Underwriters, from Stradling Yocca Carlson & Rauth, a Professional Corporation, in Newport Beach, California, Disclosure Counsel, substantially in the form attached as Appendix C hereto.

(5) The opinion of Nixon Peabody, LLP, Underwriter's Counsel, addressed to the Underwriters, in form and substance acceptable to the Underwriters, covering such items as the Underwriter may request.

(6) The opinion of the General Counsel to the Issuer, dated the Closing Date, addressed to the Underwriters and the Trustee, to the effect that:

(i) The Issuer has been duly organized and is validly existing under the Constitution and laws of the State of [State], and has all requisite power and authority thereunder: (a) to adopt the Bond Resolution, and to enter into,

execute, deliver and perform its covenants and agreements under the Legal Documents and the Bond Purchase Agreement; (b) to approve and authorize the use and distribution of the Preliminary Official Statement and the use, execution and distribution of the Official Statement; (c) to issue, sell, execute and deliver the Bonds; (d) to cause the Sales Tax to be levied and collected as described in the Preliminary Official Statement and the Official Statement; (e) to pledge the Revenues as contemplated by the Legal Documents; and (f) to carry on its activities as currently conducted;

(ii) The Issuer has taken all actions required to be taken by it prior to the Closing Date material to the transactions contemplated by the documents mentioned in paragraph (i) above, and the Issuer has duly authorized the execution and delivery of, and the due performance of its obligations under, the Bond Purchase Agreement, the Legal Documents and the Bonds;

(iii) the Bond Resolution was duly adopted by at least a two-thirds vote of all the voting members of the Board of Directors of the Issuer at a meeting of the governing body of the Issuer which was called and held pursuant to law and with all required notices and in accordance with all applicable open meetings laws and at which a quorum was present and acting at the time of the adoption of the Bond Resolution;

(iv) the adoption of the Bond Resolution, the execution and delivery by the Issuer of the Bond Purchase Agreement, the Legal Documents and the Bonds and the compliance with the provisions of the Bond Purchase Agreement, the Legal Documents and the Bonds, to the best of such counsel's knowledge after due inquiry, do not and will not conflict with or violate in any material respect any [State] constitutional, statutory or regulatory provision, or, to the best of such counsel's knowledge after due inquiry, conflict with or constitute on the part of the Issuer a material breach of or default under any agreement or instrument to which the Issuer is a party or by which it is bound;

(v) the Bonds, the Legal Documents and the Bond Purchase Agreement constitute binding and legal obligations of the Issuer and are enforceable according to the terms thereof, except as enforcement thereof may be limited by bankruptcy, insolvency or other laws affecting enforcement of creditors' rights generally, and by the application of equitable principles if equitable remedies are sought, by the exercise of judicial discretion and the limitations on legal remedies against public entities in the State;

(vi) no litigation is pending with service of process completed or, to the best of such counsel's knowledge after due inquiry, threatened against the Issuer in any court in any way affecting the titles of the officials of the Issuer to their respective positions, or seeking to restrain or to enjoin the issuance, sale or delivery of the Bonds, or the collection of revenues pledged or to be pledged to pay the principal of and interest on the Bonds, or in any way contesting or affecting the validity or enforceability of the Bonds, the Bond Resolution, the Legal Documents

or the Bond Purchase Agreement, or contesting in any way the completeness or accuracy of the Preliminary Official Statement or the Official Statement, or contesting the powers of the Issuer or its authority with respect to the Bonds, the Bond Resolution, the Legal Documents or the Bond Purchase Agreement, or questioning the existence of the Issuer;

(vii) the information contained in the Preliminary Official Statement and the Official Statement under the captions “THE AUTHORITY” and “LEGAL MATTERS” does not contain any untrue statement of a material fact and does not omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(viii) to the best of such counsel’s knowledge after due inquiry, no authorization, approval, consent or other order of the State or any local agency of the State, other than such authorizations, approvals and consents which have been obtained, is required for the valid authorization, execution and delivery by the Issuer of the Legal Documents and the authorization and distribution of the Official Statement (provided that no opinion need be expressed as to any action required under state securities or Blue Sky laws in connection with the purchase of the Bonds by the Underwriters); and

(ix) to the best of such counsel’s knowledge after due inquiry, the Issuer is not in breach of or default under any applicable law or administrative regulation of the State or any applicable judgment or decree or any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Issuer is a party or is otherwise subject, which breach or default would materially adversely affect the Issuer’s ability to enter into or perform its obligations under the Legal Documents and the Bond Purchase Agreement, and no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute a default or an event of default under any such instrument and which would materially adversely affect the Issuer’s ability to enter into or perform its obligations under the Legal Documents and the Bond Purchase Agreement.

(7) A certificate, dated the Closing Date and signed by such officials of the Issuer as shall be satisfactory to the Underwriter, to the effect that (i) the representations, warranties and covenants of the Issuer contained in the Bond Purchase Agreement are true and correct in all material respects on and as of the Closing Time with the same effect as if made at the Closing Time; (ii) the Bond Resolution is in full force and effect at the Closing Time and has not been amended, modified or supplemented, except as agreed to by the Issuer and the Underwriter; (iii) the Issuer has complied with all the agreements and satisfied all the conditions on its part to be performed or satisfied at or prior to the Closing Time; (iv) subsequent to the date of the Official Statement and on or prior to the date of such certificate, there has been no material adverse change in the condition (financial or otherwise) of the Issuer, whether or not arising in the ordinary course of the Issuer’s operations, as described in the Official Statement; and (v) the Preliminary Official Statement, as of its date and as of the date of the Bond Purchase Agreement, and the Official Statement, as of its date and as of the Closing Date, did not

and does not contain any untrue statement of a material fact and neither omitted nor omits to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(8) The audited financial statements of the Issuer relating to the receipts, expenditures and cash balances of Sales Tax Revenues by the Issuer as of June 30, 2021 included in the Official Statement, certified by the Issuer on the Closing Date as being correct and complete.

(9) A certificate, dated the Closing Date, signed by a duly authorized official of the Trustee, satisfactory in form and substance to the Underwriter, to the effect that:

(i) the Trustee is a national banking association organized and existing under and by virtue of the laws of the United States of America, having the full power and being qualified to enter into and perform its duties under the Indenture;

(ii) the Trustee is duly authorized to enter into, has duly executed and delivered the Legal Documents to which the Trustee is a party and has duly authenticated and delivered the Bonds;

(iii) the execution and delivery of the Legal Documents to which the Trustee is a party and compliance with the provisions on the Trustee's part contained therein, will not conflict with or constitute a breach of or default under any law, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Trustee is a party or is otherwise subject (except that no representation, warranty or agreement is made with respect to any federal or state securities or Blue Sky laws or regulations), nor will any such execution, delivery, adoption or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the properties or assets held by the Trustee pursuant to the lien created by the Indenture under the terms of any such law, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument, except as provided by the Indenture;

(iv) the Trustee has not been served with any action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, governmental agency, public board or body, nor is any such action, to the best of such official's knowledge after reasonable investigation, threatened against the Trustee affecting the existence of the Trustee, or the titles of its officers to their respective offices, or in any way contesting or affecting the validity or enforceability of the Legal Documents to which the Trustee is a party, or contesting the powers of the Trustee or its authority to enter into, adopt or perform its obligations under any of the foregoing, wherein an unfavorable decision, ruling or finding would materially adversely affect the validity or enforceability of the Legal Documents to which the Trustee is a party; and



(v) the Trustee will apply the proceeds from the Bonds as provided in the Indenture.

(10) A certified copy of the general resolution or other documentation of the Trustee authorizing the execution and delivery of the Legal Documents to which the Trustee is a party.

(11) The opinion of counsel of the Trustee, dated the Closing Date, addressed to the Issuer and the Underwriters, to the effect that:

(i) the Trustee is a national banking association duly organized, validly existing and in good standing under the laws of the United States having full power and authority and being qualified to enter into, accept and administer the trust created under the Legal Documents to which it is a party and to enter into such Legal Documents;

(ii) the Legal Documents to which it is a party have been duly authorized, executed and delivered by the Trustee and constitute the valid and binding obligations of the Trustee enforceable against the Trustee in accordance with their respective terms, except as enforcement thereof may be limited by bankruptcy, insolvency or other laws affecting enforcement of creditors' rights generally and by the application of equitable principles if equitable remedies are sought;

(iii) the execution, delivery and performance of the Legal Documents will not conflict with or cause a default under any law, ruling, agreement, administrative regulation or other instrument by which the Trustee is bound;

(iv) all authorizations and approvals required by law and the articles of association and bylaws of the Trustee in order for the Trustee to execute and deliver and perform its obligations under the Legal Documents to which it is a party have been obtained; and

(v) no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or body, is pending or threatened in any way affecting the existence of the Trustee or the titles of its directors or officers to their respective offices, or seeking to restrain or enjoin the issuance, sale or delivery of the Bonds or the application of proceeds thereof in accordance with the Legal Documents to which it is a party, or in any way contesting or affecting the Bonds or the Legal Documents to which it is a party.

(12) Evidence of signature authority and incumbency of the Trustee.

(13) A certified copy of the proceedings relating to authorization and approval of the Sales Tax.

(14) A copy of the executed Agreement for State Administration of Transactions and Use Tax, between the Issuer and the CDTFA, including all amendments thereto.

(15) A certified copy of the Board Resolution.

(16) Fully executed copies of each of the Legal Documents.

(17) Evidence of required filings with the California Debt and Investment Advisory Issuer.

(18) A copy of the Blue Sky Survey with respect to the Bonds.

(19) A Tax Certificate of the Issuer, in form satisfactory to Bond Counsel, signed by such officials of the Issuer as shall be satisfactory to the Underwriter.

(20) Evidence as of the Closing Date satisfactory to the Underwriter that the Bonds have received a rating of “[ ]” from Fitch Ratings, “[ ]” from Moody’s Investors Services, Inc. (“Moody’s”) and “[ ]” from S&P Global Ratings (or such other equivalent rating as Fitch Ratings, Moody’s and S&P Global Ratings shall issue), and that such ratings have not been revoked or downgraded.

(21) Two transcripts of all proceedings relating to the authorization and issuance of the Bonds, which may be in digital form (or a commitment to so provide).

(22) Such additional legal opinions, certificates, proceedings, instruments and other documents as the Underwriter, Underwriters’ Counsel or Bond Counsel may reasonably request to evidence compliance by the Issuer with legal requirements, the truth and accuracy, as of the Closing Time, of the representations of the Issuer herein contained and of the Official Statement and the due performance or satisfaction by the Issuer at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by the Issuer.

#### 10. Termination.

(a) If the Issuer shall be unable to satisfy the conditions of the Underwriters’ obligations contained in this Bond Purchase Agreement or if the Underwriters’ obligations shall be terminated for any reason permitted by this Bond Purchase Agreement, this Bond Purchase Agreement may be cancelled by the Underwriter at, or at any time prior to, the Closing Time. Notice of such cancellation shall be given to the Issuer in writing, or by telephone or telegraph confirmed in writing. Notwithstanding any provision herein to the contrary, the performance of any and all obligations of the Issuer hereunder and the performance of any and all conditions contained herein for the benefit of the Underwriters may be waived by the Underwriter at its sole discretion.

(b) The Underwriters shall also have the right, prior to the Closing Time, to cancel their obligations to purchase the Bonds, by written notice to the Issuer, if between the date hereof and the Closing Time:



(i) any event occurs or information becomes known, which, in the reasonable professional judgment of the Underwriter, makes untrue any statement of a material fact set forth in the Official Statement or results in an omission to state a material fact necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading and, in either such event, (A) the Issuer refuses to permit the Official Statement to be supplemented to supply such statement or information in a manner satisfactory to the Underwriter or (B) the effect of the Official Statement as so supplemented is, in the judgment of the Underwriter, to materially adversely affect the market price or marketability of the Bonds or the ability of the Underwriters to enforce contracts for the sale, at the contemplated offering prices (or yields), of the Bonds; or

(ii) the market for the Bonds or the market prices of the Bonds or the ability of the Underwriters to enforce contracts for the sale of the Bonds shall have been materially and adversely affected, in the reasonable professional judgment of the Underwriter, by:

(A) an amendment to the Constitution of the United States or the State of California shall have been passed or legislation shall have been passed by either chamber of the Congress of the United States or the legislature of any state having jurisdiction of the subject matter or legislation pending in the Congress of the United States shall have been amended or legislation shall have been recommended to the Congress of the United States or to any state having jurisdiction of the subject matter or otherwise endorsed for passage (by press release, other form of notice or otherwise) by the President of the United States, the Treasury Department of the United States, the Internal Revenue Service or the Chairman or ranking minority member of the Committee on Finance of the United States Senate or the Committee on Ways and Means of the United States House of Representatives, or legislation shall have been proposed for consideration by either such Committee by any member thereof or presented as an option for consideration by either such Committee by the staff of such Committee or by the staff of the joint Committee on Taxation of the Congress of the United States, or legislation shall have been favorably reported for passage to either House of the Congress of the United States by a Committee of such House to which such legislation has been referred for consideration, or a decision shall have been rendered by a court of the United States or of the State of California or the Tax Court of the United States, or a ruling shall have been made or a regulation or temporary regulation shall have been made or any other release or announcement shall have been made by the Treasury Department of the United States, the Internal Revenue Service or other federal or State of California authority, with respect to federal or State of California taxation upon revenues or other income of the general character to be derived by the Issuer or upon interest received on obligations of the general character of the Bonds which, in the reasonable judgment of the Underwriter, is likely to have the purpose or effect, directly or, indirectly, of adversely affecting the tax status of the Issuer, its property or

income, its securities (including the Bonds) or the interest thereon, or any tax exemption granted or authorized by State of California legislation; or

(B) legislation shall have been introduced or passed by either chamber of the Congress or recommended for passage by the President of the United States, or a decision rendered by a court established under Article III of the Constitution of the United States or an order, stop order, ruling, regulation (final, temporary or proposed) or official statement issued or made by or on behalf of the Securities and Exchange Issuer, or any other governmental agency having jurisdiction of the subject matter shall have been made or issued to the effect that obligations of the general character of the Bonds are not exempt from registration under the 1933 Act, or that the Indenture is not exempt from qualification under the Trust Indenture Act of 1939; or

(C) the declaration of war or engagement in or escalation of military hostilities by the United States or the occurrence of any other national emergency (or the material escalation thereof) or calamity or terrorism affecting the operation of the government of the United States, or the financial, political or economic conditions affecting the United States or the Issuer; or

(D) the declaration of a general banking moratorium by federal, New York or California authorities or a major financial crisis, a material disruption in commercial banking or securities settlement or clearance services, the general suspension of trading on any national securities exchange, the establishment of minimum or maximum prices on any national securities exchange; or

(E) an order, decree or injunction of any court of competent jurisdiction, issued or made to the effect that the issuance, offering or sale of obligations of the general character of the Bonds, or the issuance, offering or sale of the Bonds, including any or all underlying obligations, as contemplated hereby or by the Official Statement, is or would be in violation of the federal securities laws as amended and then in effect; or

(F) any material adverse change in the affairs or financial condition of the Issuer, except for changes which the Official Statement disclosures are expected to occur; or

(iii) additional material restrictions not in force or being enforced as of the date hereof shall have been imposed upon trading in securities generally by any governmental authority or by any national securities exchange which, in the reasonable professional judgment of the Underwriter, materially and adversely affect the market or market price for the Bonds, or there is a material increase in restrictions now in force with respect to the extension of credit by or the charge to

the net capital requirements of underwriters or broker-dealers which, in the reasonable professional judgment of the Underwriter, make it impractical or inadvisable to proceed with the offering of the Bonds as contemplated in the Official Statement; or

(iv) any litigation shall be instituted or be pending at the Closing Time to restrain or enjoin the issuance, sale or delivery of the Bonds, or in any way contesting or affecting any authority for or the validity of the proceedings authorizing and approving the Sales Tax or the rates, levy or collection thereof, the issuance, sale or delivery of Bonds, the Act, the Ordinance, the Bond Resolution, the Legal Documents or the existence or powers of the Issuer with respect to its obligations under the Legal Documents or the Bonds; or

(v) there shall have occurred any downgrading or published negative credit watch or similar published information regarding an unenhanced long-term rating on the Issuer's subordinate lien debt obligations, by a rating agency that as of the date hereof has published, or has been asked to furnish, an unenhanced long-term rating on the Issuer's subordinate lien debt obligations, including the Bonds, which action reflects a change or possible change in the ratings accorded to such obligations, including the Bonds.

If the Underwriters terminate their obligation to purchase the Bonds because any of the conditions specified in Section 6, Section 9 or this Section 10 shall not have been fulfilled at or before the Closing Time, such termination shall not result in any liability on the part of the Underwriter.

11. Conditions to Obligations of the Issuer. The performance by the Issuer of its obligations is conditioned upon (i) the performance by the Underwriters of their obligations hereunder and (ii) receipt by the Issuer and the Underwriters of opinions addressed to the Underwriters and certificates being delivered at the Closing Time by persons and entities other than the Issuer.

12. Amendment of Official Statement. For a period beginning on the date hereof and continuing until the End Date, (a) the Issuer will not adopt any amendment of, or supplement to, the Official Statement to which the Underwriter shall object in writing or that shall be disapproved by the Underwriters' Counsel and (b) if any event relating to or affecting the Issuer shall occur as a result of which it is necessary, in the opinion of Underwriters' Counsel, to amend or supplement the Official Statement in order to make the Official Statement not misleading in the light of the circumstances existing at the time it is delivered to a purchaser of the Bonds, the Issuer will forthwith prepare and furnish to the Underwriters a reasonable number of copies of an amendment of, or supplement to, the Official Statement (in form and substance satisfactory to Underwriters' Counsel) that will amend or supplement the Official Statement so that it will not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances existing at the time the Official Statement is delivered to a purchaser of the Bonds, not misleading.

13. Indemnification. The Issuer (a “Issuer Indemnifying Party”) shall indemnify and hold harmless, to the extent permitted by law, the Underwriters and their respective directors, officers, employees and agents and each person who controls the Underwriters within the meaning of Section 15 of the 1933 Act (any such person being therein sometimes called a “Issuer Indemnified Party”), against any and all losses, claims, damages or liabilities, joint or several, to which such Issuer Indemnified Party may become subject under any statute or at law or in equity or otherwise, and shall promptly reimburse any such Issuer Indemnified Party for any reasonable legal or other expenses incurred by it in connection with investigating any claims against it and defending any actions, but only to the extent that such losses, claims, damages, liabilities or actions arise out of or are based upon any untrue statement of a material fact contained in the Preliminary Official Statement or the Official Statement under the captions “THE SERIES 2022 BONDS,” “SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2022 BONDS,” “THE AUTHORITY,” “THE SALES TAX,” “SAN BERNARDINO COUNTY TRANSPORTATION EXPENDITURE PLAN,” “AUTHORITY INVESTMENT PORTFOLIO,” and “LEGAL MATERS,” excluding therefrom the Excluded Information or any amendment or supplement thereof, or the omission to state therein a material fact necessary to make the statements therein in the light of the circumstances under which they were made not misleading. This indemnity agreement shall not be construed as a limitation on any other liability which the Issuer may otherwise have to any Issuer Indemnified Party, provided that in no event shall the Issuer be obligated for double indemnification.

The Underwriters (collectively, an “Underwriter Indemnifying Party”) shall indemnify and hold harmless, to the extent permitted by law, the Issuer and its directors, officers, members, employees and agents and each person who controls the Issuer within the meaning of Section 15 of the 1933 Act (any such person being therein sometimes called an “Underwriter Indemnified Party”), against any and all losses, claims, damages or liabilities, joint or several, to which such Underwriter Indemnified Party may become subject under any statute or at law or in equity or otherwise, and shall promptly reimburse any such Underwriter Indemnified Party for any reasonable legal or other expenses incurred by it in connection with investigating any claims against it and defending any actions, but only to the extent that such losses, claims, damages, liabilities or actions arise out of or are based upon any untrue statement of a material fact contained in the Preliminary Official Statement or the Official Statement under the caption “UNDERWRITING” or any amendment or supplement thereof, or the omission to state therein a material fact necessary to make the statements therein in the light of the circumstances under which they were made not misleading. This indemnity agreement shall not be construed as a limitation on any other liability which the Underwriters may otherwise have to any Underwriter Indemnified Party, provided that in no event shall the Underwriters be obligated for double indemnification.

For purposes of this paragraph and the immediately succeeding paragraph, an “Indemnified Party” means an Issuer Indemnified Party or an Underwriter Indemnified Party as the context dictates and an “Indemnifying Party” means an Issuer Indemnifying Party or an Underwriter Indemnifying Party as the context dictates. An Indemnified Party shall, promptly after the receipt of notice of the commencement of any action against such Indemnified Party in respect of which indemnification may be sought against an Indemnifying Party, notify the Indemnifying Party in writing of the commencement thereof, but the omission to notify the Indemnifying Party of any such action shall not relieve the Indemnifying Party from any liability that it may have to such Indemnified Party otherwise than under the indemnity agreement contained herein. In case any

such action shall be brought against an Indemnified Party and such Indemnified Party shall notify the Indemnifying Party of the commencement thereof, the Indemnifying Party may, or if so requested by such Indemnified Party shall, participate therein or assume the defense thereof, with counsel satisfactory to such Indemnified Party, and after notice from the Indemnifying Party to such Indemnified Party of an election so to assume the defense thereof, the Indemnifying Party will not be liable to such Indemnified Party under this paragraph for any legal or other expenses subsequently incurred by such Indemnified Party in connection with the defense thereof other than reasonable costs of investigation. If the Indemnifying Party shall not have employed counsel to have charge of the defense of any such action or if the Indemnified Party shall have reasonably concluded that there may be defenses available to it or them that are different from or additional to those available to the Indemnifying Party (in which case the Indemnifying Party shall not have the right to direct the defense of such action on behalf of such Indemnified Party), such Indemnified Party shall have the right to retain legal counsel of its own choosing and reasonable legal and other expenses incurred by such Indemnified Party shall be borne by the Indemnifying Party.

An Indemnifying Party shall not be liable for any settlement of any such action effected without its consent by any Indemnified Party, which consent shall not be unreasonably withheld, but if settled with the consent of the Indemnifying Party or if there be a final judgment for the plaintiff in any such action against the Indemnifying Party or any Indemnified Party, with or without the consent of the Indemnifying Party, the Indemnifying Party agrees to indemnify and hold harmless such Indemnified Party to the extent provided herein.

In order to provide for just and equitable contribution in circumstances in which indemnification hereunder is for any reason held to be unavailable from the Issuer or the Underwriters, to the extent permitted by law, the Issuer and the Underwriters shall contribute to the aggregate losses, claims, damages and liabilities (including any investigation, legal and other expenses incurred in connection with, and any amount paid in settlement of, any action, suit or proceeding or any claims asserted, to which the Issuer and the Underwriters may be subject) in such proportion so that the Underwriters are jointly and severally responsible for that portion represented by the percentage that the Underwriters' discount set forth in the Official Statement bears to the public offering price appearing thereon and the Issuer is responsible for the balance; provided, however, that no person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the 1933 Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. For purposes of this paragraph, each person, if any, who controls the Underwriters within the meaning of the 1933 Act shall have the same rights to contribution as the Underwriters. Any party entitled to contribution will, promptly after receipt of notice of commencement of any action, suit or proceeding against such party in respect of which a claim for contribution may be made against another party or parties under this paragraph, notify such party or parties from whom contribution may be sought, but the omission so to notify shall not relieve that party or parties from whom contribution may be sought from any other obligation it or they may have hereunder or otherwise than under this paragraph. No party shall be liable for contribution with respect to any action or claim settled without its consent.

Nothing in this Section 13 shall relate to, have any effect on, or provide any obligation for or right to indemnification or contribution with respect to any action, expense, judgment, order, ruling, award or settlement in the litigation brought by the Issuer against affiliates of the



Underwriters alleging that the defendants conspired to suppress the U.S. dollar London Interbank Offered Rate.

14. Expenses.

(a) Whether or not the Bonds are issued as contemplated by this Bond Purchase Agreement, the Underwriters shall be under no obligation to pay and the Issuer hereby agrees to pay any expenses incident to the performance of the Issuer's obligations hereunder, including but not limited to the following: (i) the cost of preparation, printing, engraving, execution and delivery of the Bonds; (ii) any fees charged by any rating agency for issuing the rating on the Bonds; (iii) the cost of printing (and/or word processing and reproduction), distribution and delivery of the Preliminary Official Statement in electronic form and the Official Statement; (iv) the fees and disbursements of Bond Counsel, the Trustee (including its counsel's fees), any disclosure counsel, accountants, consultants and any financial advisor; (v) the fees of Digital Assurance Certification, L.L.C. for a continuing disclosure undertaking compliance review; and (vi) any out-of-pocket disbursements of the Issuer. The Issuer shall also pay for any expenses (included in the expense component of the Underwriters' discount) incurred by the Underwriters on behalf of the Issuer's employees and representatives which are in connection with this Bond Purchase Agreement, including, but not limited to, meals, transportation and lodging of those employees and representatives.

(b) Whether or not the Bonds are issued as contemplated by this Bond Purchase Agreement, the Underwriters shall pay (i) any fees assessed upon the Underwriters with respect to the Bonds by the MSRB or Financial Industry Resources Authority; (ii) all advertising expenses in connection with the public offering and distribution of the Bonds (excluding any expenses of the Issuer and its employees or agents); (iii) any fees payable to the Issuer; and (iv) all other expenses incurred by them or any of them in connection with the public offering and distribution of the Bonds, including the fees and disbursements of Underwriters' Counsel. The Underwriters are required to pay the fees to Issuer in connection with the Bond offering. The Issuer acknowledges that it has had the opportunity, in consultation with such advisors as it may deem appropriate, if any, to evaluate and consider such fees. Notwithstanding that such fees are solely the legal obligation of the Underwriters, the Issuer agrees to reimburse the Underwriters for such fees.

15. Notices. Any notice or other communication to be given under this Bond Purchase Agreement (other than the acceptance hereof as specified in the first paragraph hereof) may be given by delivering the same in writing, if to the Issuer, addressed to:

San Bernardino County Transportation Authority  
1170 W. 3rd Street, 2nd Floor  
San Bernardino, CA 92410-1715  
Attention: Chief Financial Officer

or if to the Underwriter, addressed to:

Wells Fargo Bank, N.A.  
30 Hudson Yard, 65th Floor

New York, New York 10001  
Attention: Director

16. Parties in Interest; Survival of Representations and Warranties. This Bond Purchase Agreement when accepted by the Issuer in writing as heretofore specified shall constitute the entire agreement between the Issuer and the Underwriters and is made solely for the benefit of the Issuer and the Underwriters (including the successors or assigns of the Underwriters). No other person shall acquire or have any right hereunder or by virtue hereof. All representations, warranties and agreements of the Issuer in this Bond Purchase Agreement or in any certificate delivered pursuant hereto shall survive regardless of (a) any investigation or any statement in respect thereof made by or on behalf of the Underwriters, (b) delivery to and payment by the Underwriters for the Bonds hereunder and (c) any termination of this Bond Purchase Agreement.

17. Execution in Counterparts. This Bond Purchase Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document.

18. Electronic Signature. Each of the parties hereto agrees that the transaction consisting of this Bond Purchase Agreement may be conducted by electronic means. Each party agrees, and acknowledges that it is such party's intent, that if such party signs this Bond Purchase Agreement using an electronic signature, it is signing, adopting, and accepting this Bond Purchase Agreement and that signing this Bond Purchase Agreement using an electronic signature is the legal equivalent of having placed its handwritten signature on this Bond Purchase Agreement on paper. Each party acknowledges that it is being provided with an electronic or paper copy of this Bond Purchase Agreement in a usable format.

19. No Advisory or Fiduciary Role. The Issuer acknowledges and agrees that: (i) the primary role of the Underwriters, is to purchase securities, for resale to investors, in an arm's-length commercial transaction between the Issuer and the Underwriters and that the Underwriters have financial and other interests that differ from those of the Issuer; (ii) the Underwriters are not acting as a municipal advisor, financial advisor, or fiduciary to the Issuer and have not assumed any advisory or fiduciary responsibility to the Issuer with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriters have provided other services or are currently providing other services to the Issuer on other matters); and (iii) the Issuer has consulted its own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent it deems appropriate. If the Issuer would like a municipal advisor in this transaction that has legal fiduciary duties to the Issuer, then the Issuer is free to engage a municipal advisor to serve in that capacity.



20. Applicable Law. This Bond Purchase Agreement shall be interpreted, governed and enforced in accordance with the laws of the State of California.

WELLS FARGO BANK, NATIONAL  
ASSOCIATION

By WELLS FARGO BANK, NATIONAL  
ASSOCIATION,  
as Underwriter

By: \_\_\_\_\_  
Authorized Officer

The foregoing is hereby agreed to and  
accepted as of the date first above written:

SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY

By: \_\_\_\_\_  
\_\_\_\_\_  
Hilda Flores  
Chief Financial Officer

Attachment: SBCTA BPA (8131 : Draft Resolution No. 22-040 and Bonding documents to Refund the 2012 Bonds)

## APPENDIX B

### CERTIFICATE OF THE REPRESENTATIVE REGARDING OFFERING PRICES

The undersigned, on behalf of Wells Fargo Bank, National Association (the “Underwriter”), hereby certifies as set forth below with respect to the sale and issuance of the [Price] aggregate principal amount of Issuer San Bernardino County Transportation Authority Sales Tax Revenue Refunding Bonds, Series 2022 (the “Bonds”).

#### Issue Price.

1. As of the date hereof, the first price at which at least 10% of each Maturity of the Bonds was sold by the Underwriters to the Public was the Initial Offering Price set forth on Schedule 1 hereto.

#### 2. Defined Terms.

(a) “Initial Offering Price” means the prices or yields set forth on the inside cover page of the Issuer’s Official Statement in respect of such Bonds dated \_\_\_\_, 2022.

(b) “Maturity” means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate Maturities.

(c) “Public” means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term “related party” for purposes of this certificate means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(d) “Related Party” means any entity if an Underwriter and such entity are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profit interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other).

(e) “Underwriter” means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Underwriters’ interpretation of any laws, including specifically

Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Orrick, Herrington & Sutcliffe LLP in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds. The representations set forth herein are not necessarily based on personal knowledge and, in certain cases, the undersigned is relying on representations made by the other members of the underwriting syndicate.

Dated: [Date]

**WELLS FARGO BANK, NATIONAL  
ASSOCIATION**  
as Underwriter

By: \_\_\_\_\_  
Authorized Signatory

**SCHEDULE 1  
ISSUE PRICES**

**[IF USING ACTUAL SALES AND THE IOP IS NOT THE ISSUE PRICE FOR EACH MATURITY]**

**First Price of At Least 10% (ONLY APPLICABLE IF PRICE IS NOT THE IOP)**

**First Price of At Least 10% (Only Applicable if Not IOP)**

**Initial Offering Prices of Undersold Maturities**

DRAFT

Attachment: SBCTA BPA (8131 : Draft Resolution No. 22-040 and Bonding documents to Refund the 2012 Bonds)

**APPENDIX C**  
**FORM OF LETTER OF DISCLOSURE COUNSEL**

[Closing Date]

San Bernardino County Transportation Authority  
 1170 W. 3rd Street, 2nd Floor  
 San Bernardino, CA 92410-1715

Wells Fargo Bank, N.A.  
 as Underwriter  
 New York, New York

Re:    \$[Price] San Bernardino County Transportation Authority Sales Tax Revenue  
 Refunding Bonds (Limited Tax Bonds), 2022 Series A

Ladies and Gentlemen:

We have acted as Disclosure Counsel to the Issuer (the “Issuer”) in connection with the issuance by the Issuer of its San Bernardino County Transportation Authority Sales Tax Revenue Refunding Bonds (Limited Tax Bonds), 2022 Series A in the aggregate principal amount of \$[Price] (the “Bonds”). The Bonds were issued pursuant to the Indenture, dated as of March 1, 2012, between the Issuer and The Bank of New York Mellon Trust Company, N.A. (the “Trustee”), as previously amended, and as amended and supplemented by the Fifth Supplemental Indenture, dated as of March 1, 2022, between the Authority and the Trustee. The Bonds are more fully described in the Official Statement of the Issuer, dated \_\_\_\_, 2022 (the “Official Statement”). This opinion is delivered to you pursuant to Section 9(f)(4) of the Bond Purchase Agreement, dated \_\_\_\_, 2022 (the “Bond Purchase Agreement”), by and between the Issuer and Wells Fargo Bank, N.A. (the “Underwriter”). Capitalized terms used and not defined herein shall have the meanings ascribed to such terms in the Bond Purchase Agreement.

In rendering this opinion, we have reviewed the Indenture and such records, documents, certificates and opinions, and made such other investigations of law and fact as we have deemed necessary or appropriate.

This opinion is limited to matters governed by the federal securities law of the United States, and we assume no responsibility with respect to the applicability or effect of the laws of any other jurisdiction.

In our capacity as Disclosure Counsel to the Issuer, we have rendered certain legal advice and assistance in connection with the preparation of the Preliminary Official Statement of the Issuer, dated \_\_\_\_, 2022 (the “Preliminary Official Statement”), and the Official Statement. Rendering such assistance involved, among other things, discussions and inquiries concerning

various legal matters, review of certain records, documents and proceedings, and participation in meetings and telephone conferences with, among others, representatives of the Issuer, Public Financial Management, Inc., the Issuer's financial advisor, Bond Counsel, Wells Fargo Bank, N.A., as representative of the Underwriters, and counsel to the Underwriters, at which meetings and conferences the contents of the Preliminary Official Statement and the Official Statement and related matters were discussed. On the basis of the information made available to us in the course of the foregoing (but without having undertaken to determine or verify independently, or assuming any responsibility for, the accuracy, completeness or fairness of any of the statements contained in the Preliminary Official Statement or the Official Statement), no facts have come to the attention of the personnel directly involved in rendering legal advice and assistance in connection with the preparation of the Preliminary Official Statement and the Official Statement that causes them to believe that (a) the Preliminary Official Statement as of its date and as of the date of the Bond Purchase Agreement contained any untrue statement of a material fact or omitted to state a material fact necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading (except for any information relating to The Depository Trust Company, Cede & Co., the book-entry system, forecasts, projections, estimates, assumptions and expressions of opinions, all representations and certifications that the Issuer makes with regard to the Bonds, the Preliminary Official Statement or the Official Statement and the other financial and statistical data included therein and information in Appendices A, B, and E thereof, as to all of which we express no view, and except for such information as is permitted to be excluded from the Preliminary Official Statement pursuant to Rule 15c2-12 of the Securities Exchange Act of 1934, as amended, including but not limited to information as to pricing, yield, interest rate, maturity, amortization, redemption provisions, underwriters' compensation and the CUSIP numbers), or (b) the Official Statement as of its date or as of the date hereof contained or contains any untrue statement of a material fact or omitted or omits to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading (except for any information relating to The Depository Trust Company, Cede & Co., the book-entry system, the CUSIP numbers, forecasts, projections, estimates, assumptions and expressions of opinions, all representations and certifications that the Issuer makes with regard to the Bonds, the Preliminary Official Statement or the Official Statement and the other financial and statistical data included therein, and information in Appendices A, B, and E thereof, as to all of which we express no view).

During the period from the date of the Preliminary Official Statement to the date of this opinion, except for our review of the certificates and opinions regarding the Preliminary Official Statement and the Official Statement delivered on the date hereof, we have not undertaken any procedures or taken any actions which were intended or likely to elicit information concerning the accuracy, completeness or fairness of any of the statements contained in the Preliminary Official Statement or the Official Statement.

We are furnishing this opinion to you, solely for your benefit. This opinion is rendered in connection with the transaction described herein, and may not be relied upon by you for any other purpose. This opinion shall not extend to, and may not be used, circulated, quoted, referred to, or relied upon by, any other person, firm, corporation or other entity without our prior written consent. The delivery of this opinion shall not create any attorney-client relationship between our firm and the addressees hereof, other than the Issuer. Our engagement with respect to this matter terminates

upon the delivery of this opinion to you at the time of the remarketing relating to the Bonds, and we have no obligation to update this opinion.

Respectfully submitted,

DRAFT

Attachment: SBCTA BPA (8131 : Draft Resolution No. 22-040 and Bonding documents to Refund the 2012 Bonds)



## ***Minute Action***

AGENDA ITEM: 26

***Date:*** January 5, 2022

***Subject:***

Presentation of the Annual Comprehensive Financial Report for Fiscal Year 2020/2021

***Recommendation:***

Receive the San Bernardino County Transportation Authority's Annual Comprehensive 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 2020/2021.

***Background:***

The United States Office of Management and Budget (OMB) Single Audit Act and the Joint Powers Agreement creating San Bernardino Associated Governments (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 2020/2021 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 tenth year SBCTA has issued an Annual Comprehensive Financial Report (ACFR). SBCTA has been awarded the Excellence in Financial Reporting from the Government Finance Officers Association for nine consecutive years.

Highlights for the Fiscal Year 2020/2021 audit include the following:

• ACFR Format

The ACFR includes three main sections: Introductory, Financial, and Statistical.

- The introductory section includes a letter of transmittal, Fiscal Year 2020 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 \$206.9 million mainly due to:

- Increases in fund balances of \$104.9 million (revenues exceeding expenditures);
- Increases in capital assets of \$99 million; and
- Reduction of long-term debt liabilities of \$5.5 million.

Offset by:

- Increase in net pension liability of \$4.1 million; and
- Increase in advanced expenditure agreements of \$1 million.

SBCTA is in compliance with the Governmental Accounting Standards Board (GASB) issued Implementation Guide 2019-1. Management changed method of accounting recognition for expenditure driven grants such that revenue cannot be recognized until grant agreement is executed. The impact is an adjustment of \$29.4 million to reduce net position and \$8.1 million to reduce fund balance of the federal transit administration special revenue fund since revenue was recognized in the prior fiscal year.

Fund balances for all funds resulted in an increase of \$104.9 million mainly due to revenues exceeding expenditures. The general fund incurred a decrease of \$3.3 million, with an ending fund balance of \$8.3 million, mainly due to expenditure exceeding revenues in the Measure I (MSI) administration fund and rail assets fund. Fund balances categories are disclosed as follows:

- Nonspendable (not in spendable form, like deposit receivable and prepaid items).
- 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 a 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 from bonds outstanding. The ratio for Fiscal Year 2021 is 13.72X, reflecting a strong coverage and SBCTA's compliance with the debt covenant.

• Single Audit

An unmodified opinion is issued by Crowe, LLP.

The auditor reported no findings.

## Board of Directors Agenda Item

January 5, 2022

Page 3

The Executive Board was informed on December 8, 2021, of the audit results, audit procedures performed by the auditor, and deliverables.

The ACFR; 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 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 2021/2022 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 8, 2021.

***Responsible Staff:***

Hilda Flores, Chief Financial Officer

Approved  
Board of Directors  
Date: January 5, 2022

Witnessed By:

San Bernardino Council of Governments  
San Bernardino County Transportation Authority

# BOARD OF DIRECTORS ATTENDANCE RECORD – 2021

Name	Jan	Feb	March	April	May	June	July	Aug DARK	Sept	Oct	Nov	Dec
<b>Paul Cook</b> Board of Supervisors	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
<b>Dawn Rowe</b> Board of Supervisors	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
<b>Joe Baca, Jr.</b> Board of Supervisors	X	X	X	X	X	X	X		X	X	X	X
<b>Daniel Ramos</b> City of Adelanto									X			
<b>Gerardo Hernandez</b> City of Adelanto												
<b>Art Bishop</b> Town of Apple Valley	X	X	X	X	X	X	X		X	X	X	X
<b>Paul Courtney</b> City of Barstow		X			X	X			X	X	X	
<b>Rick Herrick</b> City of Big Bear Lake	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
<b>Ray Marquez</b> City of Chino Hills	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
<b>Acquanetta Warren</b> City of Fontana	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
<b>Cameron Gregg</b> City of Hesperia	X	X	X	X		X			X			

X = member attended meeting. \* = alternate member attended meeting. Empty box = did not attend meeting. Crossed out box = not a Board Member at the time. Shaded box=no meeting

# BOARD OF DIRECTORS ATTENDANCE RECORD – 2021

Name	Jan	Feb	March	April	May	June	July	Aug DARK	Sept	Oct	Nov	Dec
<b>Larry McCallon</b> City of Highland	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
<b>John Dutrey</b> City of Montclair	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
<b>L. Dennis Michael</b> City of Rancho Cucamonga	X	X	X	X	X	X	X		X	*	X	X
<b>Paul Barich</b> City of Redlands	*			X	X	X	X					
<b>Deborah Robertson</b> City of Rialto	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
<b>Carlos A. Garcia</b> City of Upland				X			X					
<b>Bill Velto</b> City of Upland	X	*										
<b>Debra Jones</b> City of Victorville	X	X	X	X	X	X	X		X	X	X	
<b>David Avila</b> City of Yucaipa	X	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
<b>Michael Beauchamp</b> Ex-Official Member	Rebecca Guirado	X	X	Diane Morales	David Bricker	X	Diane Morales		Diane Morales	X	Diane Morales	X

X = member attended meeting. \* = alternate member attended meeting. Empty box = did not attend meeting. Crossed out box = not a Board Member at the time. 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

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 hybrid meeting on Thursday, November 18, 2021. The following is a summary of the meeting.

### **FYs 2018-21 Work Program**

#### **Voucher Incentive Program (VIP) Plus Up Incentive Program**

South Coast AQMD implements the VIP to encourage the replacement of older, higher-polluting vehicles with newer, lower-emission vehicles which meet the 0.20 g/bhp-hr NO<sub>x</sub> standard. The program features a rapid response time and is limited to small fleets with 10 or fewer vehicles. In April 2020, the MSRC approved an allocation of \$5,000,000 as part of the FYs 2018-21 Work Program to partner with South Coast AQMD to offer increased incentive to fleets procuring technologies certified at 0.02 g/bhp-hr NO<sub>x</sub> or cleaner. Maximum incentive amounts inclusive of the original vouchers were \$60,000 for Class 5 vehicles, \$80,000 for Class 6 vehicles, and \$100,000 for Class 7 and 8 vehicles. In March 2021, the MSRC approved increasing the maximum incentive amount for Class 8 vehicles to \$125,000 and reallocating \$2,500,000 from the VIP Plus Up to the unallocated AB 2766 Discretionary Fund balance, leaving \$2,500,000 allocated to the Program.

Due to the COVID-19 pandemic, the lead times for manufacture and delivery of lower-emitting trucks have substantially increased. The MSRC had previously established a sunset date of December 31, 2021 for their participation. Additionally, under the funding source South Coast AQMD had been using since Program inception, fleets were required to scrap their existing trucks by the end of 2021 and receive their new low NO<sub>x</sub> or cleaner truck by June 30, 2022. South Coast AQMD recently allocated funding from their Clean Fuels Program Fund that is not bound by the same deadlines. To assist small fleets and continue to provide them incentives to achieve additional emission reductions, the MSRC approved extending the date for application acceptance under the VIP Plus Up Program partnership to August 31, 2022, and to extend the deadline for delivery of the replacement vehicle to December 31, 2023. There would be no change to the MSRC's funding contributions on a per-vehicle level.

### Technical Advisor Services

The MSRC retains an independent contractor to provide technical assistance in support of the Work Program. In September 2021, the MSRC released an RFP for technical advisor services. The RFP established the following scoring criteria: Technical Qualifications/Experience; Technical Approach; Proposed Cost; and Past Performance. One proposal was received by the closing date of October 14, 2021. The proposal was evaluated by a panel of members of the MSRC-TAC which recommended the proposal be submitted to MSRC for consideration. The MSRC approved the contract award to Raymond Gorski for a 24-month term beginning January 1, 2022 and ending December 31, 2023. The contract will also include an option clause to be exercised at the MSRC's discretion, for a subsequent two-year term, subject to funding approval by the MSRC and South Coast AQMD Board at a later date. Funding specifics for the first 24-month term are:

- a. 75 percent of the contract amount, or \$289,275, to be part of the FYs 2021-24 Work Program; and
- b. 25 percent of the contract amount, or \$96,425, divided proportionally between the FYs 2021-22, 2022-23, and 2023-24 Administrative Budgets (\$24,106 from the FY 2021-22 Budget, \$48,213 from the FY 2022-23 Budget, and \$24,106 from the FY 2023-24 Budget).

### Last Mile Freight Program

As an element of their FYs 2018-21 Work Program, the MSRC allocated \$10,000,000 to partner with SCAG to implement their Last Mile Freight Program. The Last Mile category focuses on reducing emissions from transportation following departure from distribution centers. The MSRC previously approved a draft Statement of Work which set the basic parameters for the partnership, as well as Program Guidelines. SCAG released the Last Mile Freight Program Call for Projects on May 13, 2021, with a submittal deadline of July 14, 2021. Due to significant expressions of interest and the program not being fully subscribed, SCAG re-released the Call for Projects on August 12, 2021. The final submittal deadline was October 6, 2021. The MSRC-TAC reviewed the recommendations of the MSRC-TAC Last Mile Subcommittee and recommended approval of SCAG's proposed project list for the \$10,000,000 allocation. The MSRC-TAC had further recommended that additional projects be placed on the Contingency List. The MSRC discussed questions related to SCAG's implementation of the County Geographic Minimum element of the Program Guidelines. The MSRC approved the proposed project list for the original \$10,000,000 allocation, but deferred action on contingency list projects pending additional research into the geographic question.

### FYs 2021-24 Work Program

MSRC staff provided a brief review of key points raised at the October 2021 Joint Retreat with the MSRC-TAC and presented a preliminary timeline for development of the new three-year Work Program. MSRC staff also presented administrative updates which will be pursued during the course of the Work Program.

### **Contract Modification Requests**

The MSRC considered two contract modification requests and took the following actions:

1. City of Highland, Contract #ML16071, which provides \$264,500 to implement a “complete streets” pedestrian access project on Boulder Avenue, approval of a one-year no-cost term extension; and
2. Riverside County Transportation Commission (RCTC), Contract #MS16094, which provides \$1,909,241 to implement Metrolink First Mile/Last Mile Mobility Strategies, approval of a revised project list, reallocation of a \$823,235 from bicycle storage projects and vicinity improvements to state improvements projects, and a 15-month no-cost term extension.

### **Contracts Administrator’s Report**

The MSRC AB 2766 Contracts Administrator’s report 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 † Community of Concern Appointee	F. Navarro L. McCallon D. Robertson L. Michael R. Marquez R. Putz L. Becerra C. Hagman G. Reyes	G. Reyes	D. Robertson     R. Putz	F. Navarro L. McCallon     L. Becerra 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 Rick Denison	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. † Community of Concern appointee, appointed by the County Regional Council representative for a two-year term. †† 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.	12/31/23
Gold Line Phase II Joint Powers Authority	John Dutrey, Montclair, Primary Ray Marquez, Chino Hills, Alternate	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 \$100 payment from Gold Line Authority for participation.	12/31/23 12/31/22
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.	12/31/22 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



## 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	Responsible for developing the integrated Regional Water Management Plan for the Santa Ana River.  The term of the appointment is for four years for a city representative from San Bernardino County.  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.	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)	SCRRA serves as the governing body for Metrolink, the regional commuter rail system serving the five Southern California Counties.  Members receive payment of \$100 per day from SCRRA for participation.	Indefinite
SR 91 Advisory Committee	Ray Marquez, Chino Hills, Ex-Officio Member	Board of Directors	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.  SBCTA has not authorized payment of stipend for participation.	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> Ray Marquez, Chino Hills (Chair TC) Acquanetta Warren, Fontana Alan Wapner, Ontario Curt Hagman, Supervisor (Vice Chair/ President)  <u>East Valley</u> Frank Navarro, Colton (Past President) Darcy McNaboe, Grand Terrace Larry McCallon, Highland Dawn Rowe, Supervisor (Chair MVSS & MDC)  <u>Mountain/Desert</u> Art Bishop, Apple Valley (Chair/Vice President) Edward Paget, Needles Debra Jones, Victorville Paul Cook, Supervisor  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.	6/30/2022 6/30/2022 6/30/2022 6/30/2022  6/30/2022 6/30/2022 6/30/2022 6/30/2022  6/30/2022 6/30/2022 6/30/2022 6/30/2022  Indeterminate (6/30/2022) 12/31/2022 (6/30/2022) 12/31/2023 12/31/2023 Indeterminate Indeterminate Indeterminate 12/31/2023 12/31/2022 12/31/2022 12/31/2022 12/31/2022
<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)	Ray Marquez, Chino Hills** (Chair) David Avila, Yucaipa (Vice Chair) Frank Navarro, Colton Acquanetta Warren, Fontana Larry McCallon, Highland* John Dutrey, Montclair** Alan Wapner, Ontario* L. Dennis Michael, Rancho Cucamonga Deborah Robertson, Rialto John Valdivia, San Bernardino Rick Denison, Yucca Valley Dawn Rowe, Supervisor	Indeterminate (6/30/2022) 12/31/2022 (6/30/2022) 12/31/2023 12/31/2023 Indeterminate Indeterminate Indeterminate 12/31/2023 12/31/2022 12/31/2022 12/31/2022 12/31/2022

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 (Chair) Art Bishop, Apple Valley (Vice Chair) Daniel Ramos, Adelanto Paul Courtney, Barstow Rick Herrick, Big Bear Lake Cameron Gregg, Hesperia Edward Paget, Needles Joel Klink, Twentynine Palms Debra Jones, Victorville Rick Denison, Yucca Valley Janice Rutherford, Supervisor Paul Cook, Supervisor	Indeterminate (6/30/2022) Indeterminate (6/30/2022) 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)	Curt Hagman, Supervisor (President) Art Bishop, Town of Apple Valley (Vice President) Frank Navarro, Colton (Past President) Larry McCallon, Highland Alan Wapner, Ontario Rick Denison, Yucca Valley Janice Rutherford, Supervisor	Indeterminate Indeterminate Indeterminate 12/31/2022 12/31/2022 12/31/2022 12/31/2022

### 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 Dawn Rowe, Supervisor (Chair) John Valdivia, San Bernardino (Vice Chair)	6/30/2022 6/30/2022

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) Art Bishop, Town of Apple Valley (Vice 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	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 Transit City of Needles Transit Services 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 University Health	On-going On-going On-going On-going On-going On-going  5/31/2024 9/30/2023 9/30/2023 6/30/2022 5/31/2024

**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> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>E. One public member, who possesses the knowledge and skills which will be helpful to the work of the ITOC.</p> <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>Vacant (A)</p> <p>Gerry Newcombe (B)</p> <p>Wayne Hendrix (C)</p> <p>Rick Gomez (D)</p> <p>Mike Layne (E)</p> <p>Curt Hagman, Ex-Officio</p> <p>Ray Wolfe, Ex-Officio</p>	<p>12/31/24</p> <p>12/31/22</p> <p>12/31/22</p> <p>12/31/22</p>

### SBCTA Ad Hoc Committees

COMMITTEE	PURPOSE	MEMBERSHIP
<p><b>Equity Ad Hoc Committee</b></p> <p>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:</p> <ul style="list-style-type: none"> <li>- 2 East Valley member</li> <li>- 2 West Valley member</li> <li>- 2 Mountain/Desert member</li> <li>- 1 County member</li> </ul>	<p>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.</p>	<p>L. Dennis Michael, Rancho Cucamonga</p> <p>Acquanetta Warren, Fontana</p> <p>John Valdivia, San Bernardino</p> <p>Rick Denison, Yucca Valley</p> <p>Darcy McNaboe, Grand Terrace</p> <p>Art Bishop, Apple Valley</p> <p>Joe Baca Jr., Supervisor</p>

Communication: Committee Membership (Committee Membership)

<b>Emerging Technology Ad Hoc Committee</b> On October 6, 2021, the Board approved the establishment of this ad hoc committee composed of Board members appointed by the Board President.	To look broadly at Transportation Technology. This ad hoc has a term ending December 31, 2022.	Art Bishop, Apple Valley Frank Navarro, Colton Acquanetta Warren, Fontana Carlos A. Garcia, Upland John Dutrey, Montclair L. Dennis Michael, Rancho Cucamonga David Avila, Yucaipa Curt Hagman, 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