

AGENDA
Board of Directors Meeting
September 6, 2023

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

****Convene Regular Meeting immediately following Closed Session****

LOCATION:
San Bernardino County Transportation Authority
First Floor Lobby Board Room
1170 W. 3rd Street, San Bernardino, CA 92410

TELECONFERENCING WILL BE AVAILABLE AT THE FOLLOWING LOCATION:

Needles City Hall
817 Third Street
Needles, CA 92363

Board of Directors

President

Dawn Rowe, Supervisor
County of San Bernardino

Vice-President

Ray Marquez, Council Member
City of Chino Hills

Daniel Ramos, Mayor Pro Tem
City of Adelanto

Art Bishop, Council Member
Town of Apple Valley

Vacant
City of Barstow

Rick Herrick, Council Member
City of Big Bear Lake

Eunice Ulloa, Mayor
City of Chino

Frank Navarro, Mayor
City of Colton

Acquanetta Warren, Mayor
City of Fontana

Sylvia Rodriguez-Robles, Council Member
City of Grand Terrace

Rebekah Swanson, Council Member
City of Hesperia

Larry McCallon, Mayor
City of Highland

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

John Dutrey, Mayor
City of Montclair

Janet Jernigan, Mayor
City of Needles

Alan Wapner, Council Member
City of Ontario

L. Dennis Michael, Mayor
City of Rancho Cucamonga

Paul Barich, Mayor Pro Tem
City of Redlands

Deborah Robertson, Mayor
City of Rialto

Helen Tran, Mayor
City of San Bernardino

Joel Klink, Council Member
City of Twentynine Palms

Rudy Zuniga, Council Member
City of Upland

Debra Jones, Mayor
City of Victorville

Bobby Duncan, Mayor Pro Tem
City of Yucaipa

Rick Denison, Mayor
Town of Yucca Valley

Paul Cook, Supervisor
County of San Bernardino

Jesse Armendarez, Supervisor
County of San Bernardino

Curt Hagman, Supervisor
County of San Bernardino

Joe Baca, Jr., Supervisor
County of San Bernardino

Catalino Pining, 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
September 6, 2023**

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

CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

Pursuant to Government Code Section 54956.9(d)(1) -- 8 cases

- a. SBCTA--*In re: Lumbermen's Mutual Casualty Company, In Liquidation*
Office of Special Deputy Receiver, Docket No. 12 CH 24227
Circuit Court of Cook County, Illinois
- b. SBCTA--*Pulice Construction, Inc. v. SBCTA, et al.*
San Bernardino Superior Court Case No. CIVDS 2020473
- c. SBCTA--*SBCTA v. The Lane-Security Paving Joint Venture*
San Bernardino Superior Court Case No. CIVSB 2305070
- d. SBCTA--*John Enright v. Metrolink, SBCTA, et al.*
San Bernardino Superior Court Case No. CIVSB 2223699
- e. SBCTA--*SBCTA v. Kuzina Development, LLC*
San Bernardino Superior Court Case No. CIVDS 1829991
- f. SBCTA--*Southwest Jet Fuel Co. v. California Department of Tax and Fee Administration*
Fresno Superior Court Case No. 22CECG01224
- g. SBCTA--*George Nersisian v. Paul Alvaranza, SBCTA, et al.*
San Bernardino Superior Court Case No. CIVSB 2305744
- h. SBCTA--*James Heggs v. Omnitrans, SBCTA, et al.*
San Bernardino Superior Court Case No. CIVSB 2313941

2. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Pursuant to Government Code Section 54956.9(d)(2)--1 case

SBCTA--Metrolink demand for payment

Based on existing facts and circumstances there is a significant exposure to litigation.

****Convene Regular Meeting immediately following Closed Session**
1170 W. 3rd Street, 1st Floor Lobby Board Room, San Bernardino, CA 92410**

TELECONFERENCING WILL BE AVAILABLE AT THE FOLLOWING LOCATION:

**Needles City Hall
817 Third Street
Needles, CA 92363**

Items listed on the agenda are intended to give notice to members of the public of a general description of matters to be discussed or acted upon. The posting of the recommended actions does not indicate what action will be taken. The Board may take any action that it deems to be appropriate on the agenda item and is not limited in any way by the notice of the recommended action.

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 Dawn Rowe)

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

Pg. 22

Public Comment

Opportunity for members of the public to speak on any subject within the Board's jurisdiction.

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. 23

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.

INFORMATIONAL ITEMS

Items listed are receive and file items and are expected to be routine and non-controversial. Unlike the Consent Calendar, items listed as Informational Items do not require a vote.

2. Transit and Rail Programs Contract Change Orders to On-Going Contracts

Pg. 26

Receive and file Change Order Report.

Presenter: Victor Lopez

This item was received by the Transit Committee on August 10, 2023.

3. Bi-Annual Fiscal Year 2022/2023 Railroad Right-of-Way Grants of Right of Use Report

Pg. 28

Receive and file the second half of Fiscal Year 2022/2023 (January through June 2023) Right-of-Way Grants of Right of Use Report.

Presenter: Ryan Aschenbrenner

This item was received by the Transit Committee on August 10, 2023.

- 4. Project Delivery Contract Change Orders to On-Going Contracts** Pg. 30
Receive and file Change Order Report.
Presenter: Kristi Harris
This item was received by the Board of Directors Metro Valley Study Session on August 10, 2023.
- 5. Measure I Revenue** Pg. 37
Receive report on Measure I receipts for Measure I 2010-2040.
Presenter: Hilda Flores
This item was received by the General Policy Committee on August 9, 2023.
- 6. Board Member Vacancy on Southern California Association of Governments Policy Committee** Pg. 39
Note the vacancy for one member to serve on the Southern California Association of Governments (SCAG) Energy and Environment Committee.
Presenter: Marleana Roman
This item has not received prior policy committee or technical advisory committee review. Per Policy 10001, all opportunities for appointment of Board members to regular or special committees shall be noticed in the agenda prior to the Presidential appointment.

CONSENT CALENDAR

The Consent Calendar will be acted upon as a single motion. 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. No public comment will be allowed on the Consent Calendar, unless the item was not previously reviewed at a policy committee. 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

- 7. June and July 2023 Procurement Report** Pg. 41
Receive the June and July 2023 Procurement Report.
Presenter: Shaneka Morris
This item was reviewed by the General Policy Committee on August 9, 2023.
- 8. Fiscal Year 2023/2024 Budget Amendments** Pg. 49
That the Board, acting as the San Bernardino County Transportation Authority:
A. Approve a budget decrease of \$338,322 for Fiscal Year 2023/2024 for Task No. 0425 - Special Projects and Strategic Initiatives.
B. Approve a new task, Task No. 0430 – Risk Management, to account for risk management activities.
C. Approve a budget increase of \$5,104,000 for Fiscal Year 2023/2024 for Task No. 0750 - Express Lane Operations.
D. Approve a budget increase of \$550,000 for Fiscal Year 2023/2024 for Task No. 0400 – Finance, for completion of the Fiscal Year 2022/2023 Measure I and Transportation Development Act audits.

Agenda Item 8 (cont.)

E. Approve a budget increase of \$25,000 for Fiscal Year 2023/2024 for Task No. 0315 - Transit Capital under Fund No. 6014 - Redlands Passenger Rail Project Fund, not included in the original budget. **Presenter: Hilda Flores**

This item was reviewed and unanimously recommended for approval by the General Policy Committee on August 9, 2023.

9. Measure I Local Pass-Through Compliance Audits for Fiscal Year 2021/2022 for the City of Victorville Pg. 51

Review and make a finding that the Measure I expenditures for Fiscal Year 2021/2022 for the City of Victorville are consistent with the provisions of the Measure I Expenditure Plan and Ordinance No. 04-01. **Presenter: Hilda Flores**

This item was received by the General Policy Committee on August 9, 2023. This item was provided to the Independent Taxpayer Oversight Committee on July 17, 2023.

10. Amendment No. 1 to Contract No. 20-1002378 with Conrad LLP and Amendment No. 2 to Contract No. 20-1002320 with Crowe LLP Pg. 76

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

A. Approve Amendment No. 1 to Contract No. 20-1002378, On-Call Audit Services and Price Review Services, with Conrad LLP, to increase the contract amount by \$300,000 for a new not-to-exceed amount of \$490,000.

B. Approve Amendment No. 2 to Contract No. 20-1002320, On-Call Audit Services and Price Review Services, with Crowe LLP, to increase the contract amount by \$300,000 for a new not-to-exceed amount of \$710,000.

C. Approve a total not-to-exceed amount of \$1,200,000 for both Conrad LLP (20-1002378) and Crowe LLP (20-1002320). **Presenter: Hilda Flores**

This item was reviewed and unanimously recommended for approval by the General Policy Committee on August 9, 2023. SBCTA General Counsel, Procurement Manager and Risk Manager have reviewed this item and the draft amendments.

11. Transit Operators and Transportation Development Act Audits for Fiscal Year 2021/2022 for the City of Victorville Pg. 86

Review and receive the Transit Operators and Transportation Development Act Audit Report for Fiscal Year 2021/2022 for the City of Victorville. **Presenter: Hilda Flores**

This item was received by the Transit Committee on August 10, 2023.

12. Amendment to the San Bernardino County Transportation Authority Administrative Code Pg. 113

That the Board, acting as the San Bernardino County Transportation Authority, adopt Ordinance No. 24-001 amending the San Bernardino County Transportation Authority Administrative Code. **Presenter: Julianna Tillquist**

This item was reviewed and discussed at the Board meeting held on July 5, 2023. SBCTA General Counsel has reviewed this item and the proposed ordinance amending the Administrative Code. After the first reading of the amendment at the July 5 Board meeting, some non-substantive errors in other parts of the Administrative Code were caught. These errors will be corrected in a subsequent revision.

- 13. New Policy No. 10500 - Closed Circuit Television for Santa Fe Depot** Pg. 130

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

Approve Policy No. 10500 – Closed Circuit Television for Santa Fe Depot.

Presenter: Colleen Franco

This item was reviewed by the General Policy Committee on August 9, 2023, and subsequently updated to omit an inapplicable reference to Sensitive Security Information (SSI) included in the original draft presented to the General Policy Committee. SBCTA General Counsel has reviewed this item.

Consent - Air Quality/Traveler Services

- 14. Update on the Commuter and Motorist Assistance Call Box Program** Pg. 133

Receive information on the status of the San Bernardino County Transportation Authority Call Box Program.

Presenter: Kelly Lynn

This item was received by the General Policy Committee on August 9, 2023.

- 15. California Energy Commission Equitable Building Decarbonization Program Grant** Pg. 144

Receive an update on the California Energy Commission Equitable Building Decarbonization Program Grant.

Presenter: Cheryl Chesnut

This item was received by the General Policy Committee on August 9, 2023.

Consent - Project Delivery

- 16. Major Projects Status Report through June 2023** Pg. 193

Receive the Major Projects Status Report for the period through June 2023.

Presenter: Kristi Harris

This item was received by the Board of Directors Metro Valley Study Session on August 10, 2023.

- 17. Interstate 215 Segment 5 Landscape Project California Department of Transportation Construction Cooperative Agreement** Pg. 195

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

Authorize the Executive Director, or his designee, to execute Cooperative Agreement No. 23-1002969, with the California Department of Transportation, to define roles, responsibilities, and funding commitments for the Interstate 215 Segment 5 Landscape Project, and identify SBCTA as the lead agency for the Construction Phase of the project, upon approval as to form by SBCTA General Counsel.

Presenter: Juan Lizarde

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 August 10, 2023. SBCTA General Counsel and Risk Manager have reviewed this item and the draft agreement.

18. Interstate 15 Corridor Freight and Express Lanes Construction and Maintenance Agreement for Vina Vista Overhead Crossing with Union Pacific Railroad and California Department of Transportation Pg. 218

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

Authorize the Executive Director, or his designee, to execute Agreement No. 23-1002939 with Union Pacific Railroad, California Department of Transportation, and SBCTA for defining roles, responsibilities, and funding for the construction and maintenance of the Interstate 15 Corridor Freight and Express Lanes Project at the Vina Vista Overhead in the amount of ~~\$65,000~~ **\$68,000**, subject to approval as to form by SBCTA General Counsel, or her designee.

Presenter: Sal Chavez

This item was reviewed and recommended for approval (15-0-0) with a quorum of the Board Present at the Board of Directors Metro Valley Study Session on August 10, 2023. SBCTA General Counsel and Risk Manager have reviewed this item and the draft agreement. The estimated cost was updated to \$68,000, to include a \$3,000 real estate fee for Union Pacific Railroad, after approval at the August 10, 2023 Metro Valley Study Session.

19. US 395 Phase 2 Right-of-Way Incentive Program Pg. 294

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

A.—Authorize the Director of Project Delivery, or her designee, upon California Department of Transportation (Caltrans) approval, to implement the Right-of-Way (ROW) Acquisition Incentive Payment Program for 20% above Just Compensation, to expedite acquisition of necessary ROW rights for the US 395 Widening Project - Phase 2, consistent with Federal Highway Administration (FHWA) and Caltrans guidelines and applicable SBCTA policies and procedures. On August 8, 2023, Caltrans provided written approval for SBCTA to utilize the ROW Acquisition Incentive Payment Program for 20% above Just Compensation.

~~B.— Authorize the Director of Project Delivery, or her designee, to implement the ROW Acquisition Incentive Payment Program for the standard 10% above Just Compensation, in the event that Caltrans does not approve the 20% incentive request to expedite acquisition of necessary ROW rights for the US 395 Project - Phase 2, consistent with FHWA and Caltrans guidelines and applicable SBCTA policies and procedures.~~

Presenter: Sal Chavez

This item was reviewed and unanimously recommended for approval by the Mountain/Desert Policy Committee on August 18, 2023. SBCTA General Counsel has reviewed this item. Caltrans provided written approval for SBCTA to utilize the ROW Acquisition Incentive Payment Program for 20% above Just Compensation on August 8, 2023. Recommendation “B” for the 10% incentive was removed.

20. Mount Vernon Avenue Viaduct - Amendment No. 3 to Cooperative Agreement No. 16-1001477 with the City of San Bernardino Pg. 303

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

Authorize the Executive Director, or his designee, upon approval as to form by SBCTA General Counsel, to finalize and execute Amendment No. 3 to Cooperative Agreement No. 16-1001477 with the City of San Bernardino (City) for the Environmental Clearance, Preliminary Design, Right-of-Way, and Design-Build Phases for the Mount Vernon Avenue Viaduct Project (Project), to increase the Project cost by an estimated amount of **\$15,066,428** ~~\$15,934,894~~, to be funded by the City's equitable share of Measure I Arterial Sub-program funds, City Developer Impact Fees (DIF), and Highway Bridge Program funds, to address Project extension and escalation costs during the Design-Build phase and financing costs, for a total Project cost of **\$244,811,419** ~~\$245,679,885~~.

Presenter: Kristi Harris

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 August 10, 2023. SBCTA General Counsel and Risk Manager have reviewed this item and the draft amendment. The item and the draft amendment have been updated to reflect the final cost increase agreed to with the design-builder and to clarify that no further Board action is required to commit the Public Share of the cost increase.

Consent - Toll Operations

21. Express Lanes Program Support Services Award Contract No. 23-1002944 to HNTB Corporation Pg. 310

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

A. Award Contract No. 23-1002944 to HNTB Corporation for SBCTA Express Lanes Program Support Services, in an amount not-to-exceed \$3,000,000, for an initial term through September 30, 2026, with two one-year extension options.

B. Approve a contingency for a not-to-exceed amount of \$300,000 for Contract No. 23-1002944; and authorize the Executive Director, or his designee, to release contingency as necessary for SBCTA Express Lanes Program Support Services.

Presenter: Philip Chu

This item was reviewed and recommended for approval (15-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on August 10, 2023. SBCTA General Counsel, Procurement Manager and Risk Manager have reviewed this item and the draft contract.

22. Express Lanes Toll Services Amendment No. 1 to Cooperative Agreement No. 18-1001854 with Transportation Corridor Agencies Pg. 365

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

A. Approve Amendment No. 1 to Cooperative Agreement No. 18-1001854 with the Transportation Corridor Agencies for the provision of toll transaction and violation processing, customer service and other toll operations related services for Express Lanes within San Bernardino County; and authorize the Executive Director, or his designee, to execute the amendment upon approval as to form by SBCTA General Counsel. The estimated contract amount for Fiscal Year (FY) 2023/2024 is \$2,100,000.

Agenda Item 22 (cont.)

B. Authorize the Executive Director, or his designee, to adjust the contract amount based on the number of Express Lanes transactions, violations and other toll operations related service needs for FY 2023/2024 as defined in Exhibit A of Cooperative Agreement No. 18-1001854.

Presenter: Timothy Byrne

This item was reviewed and recommended for approval (15-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on August 10, 2023. SBCTA General Counsel, Procurement Manager and Risk Manager have reviewed this item and the draft amendment.

23. Interstate 10 Corridor Freight and Express Lanes Project - Contract 1 Traffic Enforcement Services Agreement with the California Highway Patrol Pg. 413

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

A. Approve Agreement No. 23-1002972 with the California Highway Patrol for Interstate 10 Corridor Freight and Express Lanes Project – Contract 1 Traffic Enforcement Services in an amount not-to-exceed \$1,500,000 with a contract term through September 7, 2028; and authorize the Executive Director, or his designee, to execute the final agreement subject to approval as to form by SBCTA General Counsel.

B. Approve a contingency for a not-to-exceed amount of \$150,000 for Agreement No. 23-1002972; and authorize the Executive Director, or his designee, to release contingency as necessary for the Project Traffic Enforcement Services.

Presenter: Philip Chu

This item was reviewed and recommended for approval (15-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on August 10, 2023. SBCTA General Counsel and Risk Manager have reviewed this item and the draft agreement.

Consent - Regional/Subregional Planning

24. Transportation Development Act Article 3 Annual Update: Fiscal Year 2022/2023 Pg. 431

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

A. Allow Fiscal Year (FY) 2021/2022 projects to proceed where approved guideline update requiring expenditure within the first year was not met.

B. Extend the deadline for the Town of Apple Valley FY 2019/2020 Bus Turnout at Bear Valley Road and Navajo Road Transportation Development Act (TDA) Article 3 award from December 31, 2023 to December 31, 2024 (originally December 31, 2022).

C. Extend the deadline for the City of Rancho Cucamonga FY 2019/2020 Day Creek Channel Bike Trail TDA Article 3 award from December 31, 2023 to December 31, 2024 (originally December 31, 2022).

D. Allow Omnitrans to modify the scope of work for their FY 2021/2022 Transit Stop Improvements TDA Article 3 award to include comparable improvements to be completed at alternate, yet to-be-determined locations upon written approval by the SBCTA Transit Manager.

Presenter: Ginger Koblasz

This item was reviewed and unanimously recommended for approval by the General Policy Committee on August 9, 2023.

25. Full Funding of the Interstate 10 Corridor Freight and Managed Lane Project Pg. 443

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

Adopt Resolution No. 24-006 committing SBCTA to full funding of the Interstate 10 Corridor Freight and Managed Lane Project from Interstate 15 to Pepper Avenue, upon receipt of a \$60 million 2023 Infrastructure for Rebuilding America / Mega grant from the U.S. Department of Transportation.

Presenter: Steve Smith

This item was reviewed and unanimously recommended for approval by the Board of Directors Metro Valley Study Session on August 10, 2023. SBCTA General Counsel has reviewed this item and the draft resolution.

Consent - Transit

26. Omnitrans Specialized Transportation Services - Consolidated Transportation Services Agency Budget for Fiscal Year 2023/2024 Pg. 448

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

Approve the Omnitrans Specialized Transportation Services Budget for Consolidated Transportation Services Agency activities for Fiscal Year 2023/2024.

Presenter: Nancy Strickert

This item was reviewed and unanimously recommended for approval by the Transit Committee on August 10, 2023.

27. San Bernardino County Multimodal Transportation Quarterly Update for Fiscal Year 2022/2023 Third Quarter Pg. 453

Receive and file the San Bernardino County Multimodal Transportation Quarterly Update Fiscal Year 2022/2023 Third Quarter.

Presenter: Nancy Strickert

This item was received by the Transit Committee on August 10, 2023.

28. Surplus and Sale of Etiwanda Depot Site to City of Rancho Cucamonga Pg. 480

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

A. Adopt Resolution No. 24-004, declaring Assessor's Parcel Number (APN) 0227-121-56 exempt surplus property, pursuant to the Surplus Land Act, if disposed of to the City of Rancho Cucamonga.

B. Approve sale of APN 0227-121-56 to the City of Rancho Cucamonga for a purchase price of \$1,300,000 and authorize the Executive Director, or his designee, to negotiate and execute any and all necessary documents, upon approval as to form by SBCTA General Counsel.

Presenter: Ryan Aschenbrenner

This item was reviewed and unanimously recommended for approval by the Transit Committee on August 10, 2023. SBCTA General Counsel has reviewed this item and the draft resolution.

Consent - Council of Governments

29. Small Business 2 Business Equity Program

Pg. 484

Receive a report on the Small Business 2 Business Equity Program expansion to include an element that targets engagement of small businesses and direct staff to outreach to the cities and county to engage and invite member agencies to participate in the Business 2 Business Expo.

Presenter: Monique Reza-Arellano

This item was received by the City/County Manager's Technical Advisory Committee on August 3, 2023 and the General Policy Committee on August 9, 2023.

Consent - Transportation Programming and Fund Administration

30. 2024 State Transportation Improvement Program

Pg. 486

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

Approve the following programming proposals to be submitted to the California Transportation Commission for inclusion in the 2024 State Transportation Improvement Program:

A. Deprogram \$18.647 million of Regional Improvement Program (RIP) funds in Fiscal Year (FY) 2025/2026 for construction of the US 395 Phase 2 Project from Interstate 15 (I-15) to Palmdale Road as these have been replaced with Surface Transportation Block Grant Program funds.

B. Propose programming an additional \$4.210 million of RIP funds for Planning, Programming, and Monitoring activities.

C. Propose an amendment consistent with the current sequenced approach and timeline for constructing the Interstate 10 Corridor Contract 2 project from I-15 to Pepper Avenue in the City of Colton, increasing the RIP funds from \$54.242 million to \$72.889 million in FY 2025/2026.

D. Nominate the State Route 62 Street Improvements Project Phase 2B, from Encelia Avenue to Larrea Avenue in the City of Twentynine Palms, and program \$4.5 million of RIP funds for construction in FY 2026/2027.

E. Nominate the National Trails Highway Bridges Replacements Project in the North Desert Subarea and program \$5.7 million, \$12.8 million and \$21.8 million of RIP funds for construction in FY 2026/2027, FY 2027/2028, and FY 2028/2029, respectively.

F. Maintain the programming for the Zero-Emission Multiple Unit Conversion Project of \$7.5 million of RIP funds for construction in FY 2026/2027.

G. Nominate the Metrolink San Bernardino Line Double Track Project, from Control Point Lilac to Sycamore in the City of Rialto, and program \$56.348 million of RIP funds for construction in FY 2027/2028.

H. Authorize staff to make adjustments to programming amounts and programming years of the proposed projects based on additional discussion with project sponsors and California Transportation Commission staff.

Presenter: Jamie Carone

This item was reviewed and unanimously recommended for approval by the General Policy Committee on August 9, 2023.

31. Fund Transfer Agreement No. 23-1002998 with the California Department of Transportation for the State Route 247/62 Emergency Bypass Lane Study Pg. 492

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

A. Approve Fund Transfer Agreement No. 23-1002998 with the California Department of Transportation (Caltrans) for an earmark in the amount of \$1,000,000 from the Priority Legislative Budget Projects Program for the SBCTA State Route 247/62 Emergency Bypass Lane Study.

B. Adopt Resolution No. 23-044 authorizing the execution of Fund Transfer Agreement, Contract No. 23-1002998, and designating the Executive Director, or his designee, to execute the Fund Transfer Agreement with Caltrans in substantially the same form as the agreement attached to this item, subject to approval as to form by SBCTA General Counsel.

Presenter: Jamie Carone

This item was reviewed and unanimously recommended for approval by the Mountain/Desert Policy Committee on August 18, 2023. SBCTA General Counsel and Risk Manager have reviewed this item and the draft fund transfer agreement.

32. Amendment No. 1 to the Capital Project Needs Analysis Project List for Valley Major Street Program/Arterial Sub-Program for Fiscal Year 2023/2024 Pg. 504

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

Approve the Amended Project List for the Measure I Valley Major Street Program/Arterial Sub-Program for Fiscal Year 2023/2024, as referenced in Attachment A.

Presenter: Marc Lucius

This item was reviewed and unanimously recommended for approval by the Board of Directors Metro Valley Study Session on August 10, 2023.

Consent - Legislative/Public Outreach

33. State Legislative Update Pg. 508

Receive and file the August 2023 State Legislative Update and provide direction as appropriate.

Presenter: Otis Greer

This item was received by the Legislative Policy Committee on August 9, 2023.

34. Federal Legislative Update Pg. 528

Receive and file the August 2023 Federal Legislative Update and provide direction as appropriate.

Presenter: Otis Greer

This item was received by the Legislative Policy Committee on August 9, 2023.

35. Bill Position Recommendation Pg. 532

Per Policy 10000, III.D., the Legislative Policy Committee (LPC) is authorized to, "Consistent with the Board-adopted platform, take official positions of support or opposition to State and Federal legislation or regulations on behalf of the Board of Directors and report all positions taken to the Board in a timely manner."

At their August 9, 2023 meeting, the LPC, on behalf of the San Bernardino County Transportation Authority Board, adopted the following recommended positions on the current state legislation:

Agenda Item 35 (cont.)

Approve a support position on Senate Concurrent Resolution (SCR) 59 by Senator Rosilicie Ochoa Bogh that recounts the life and career of Senator Bob Dutton and designates the overcrossing on State Route 210 at Archibald Avenue in the City of Rancho Cucamonga as the Senator Bob Dutton Memorial Overcrossing.

Presenter: Otis Greer

This item was reviewed and unanimously recommended for approval by the Legislative Policy Committee on August 9, 2023.

36. RFP release for Public Outreach and Marketing Support

Pg. 537

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

Approve the release of Request for Proposals No. 23-1002995 for Public Outreach Support and Marketing Services.

Presenter: Otis Greer

This item was reviewed and unanimously recommended for approval by the General Policy Committee on August 9, 2023. SBCTA General Counsel, Procurement Manager and Risk Manager have reviewed this item and the draft RFP.

Consent Calendar Items Pulled for Discussion

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

DISCUSSION ITEMS

Discussion - Project Delivery

37. Interstate 10 Mount Vernon Avenue Interchange Project - Hearings to Consider Resolutions of Necessity for Property Interests in the City of Colton

Pg. 540

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

A. Conduct public hearings to consider condemnation of real property required for the Interstate 10 Mount Vernon Avenue Interchange Project in the City of Colton.

B. Upon completion of a public hearing, that the Board of Directors adopt Resolution of Necessity No. 24-001 authorizing and directing General Counsel, or her designee, to prepare, commence, and prosecute proceedings in eminent domain for the purpose of acquiring interests in real property from: Tabbaa Mardini Real Estate Investments, LLC (Assessor's Parcel Number 0162-203-14). The resolution must be approved by at least a two-thirds majority.

C. Upon completion of a public hearing, that the Board of Directors adopt Resolution of Necessity No. 24-002 authorizing and directing General Counsel, or her designee, to prepare, commence, and prosecute proceedings in eminent domain for the purpose of acquiring interests in real property from: Trinh, Lan To (Assessor's Parcel Numbers 0164-172-30, 0164-172-31, 0164-172-32, 0164-172-33). The resolution must be approved by at least a two-thirds majority.

Agenda Item 37 (cont.)

D. Upon completion of a public hearing, that the Board of Directors adopt Resolution of Necessity No. 24-003 authorizing and directing General Counsel, or her designee, to prepare, commence, and prosecute proceedings in eminent domain for the purpose of acquiring interests in real property from: Song, Sue Chin Living Trust. (Assessor's Parcel Number 0164-172-53). The resolution must be approved by at least a two-thirds majority.

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 August 10, 2023. SBCTA General Counsel has reviewed this item and the draft resolutions.

Discussion - Administrative Matters

38. Reduce existing commercial paper program to \$25 million and amend and extend required documents Pg. 595

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

A. Adopt Resolution No. 24-005, which will authorize the following:

- i. Approve Amended and Restated Subordinate Indenture in substantially the form presented, and authorize the Executive Director and Chief Financial Officer (each referred to as the Authorized Officer) to make any necessary changes thereto and to execute and deliver said document;
- ii. Approve the Amended and Restated Issuing and Paying Agent Agreement, Contract No. 20-1002269, with U.S. Bank National Association, and its terms and conditions, increasing the contract amount by \$35,000 for a total not-to-exceed amount of \$66,000, and extending the contract by two years through September 6, 2025, and authorize the Authorized Officer to execute and deliver said Amended and Restated Issuing and Paying Agreement in substantially the form presented;
- iii. Approve Amendment No. 1 to Reimbursement Agreement, Contract No. 19-1002086, with Barclays Bank PLC, and its terms and conditions, in substantially the form presented, to extend the term for two years to September 11, 2025, and the associated Amended and Restated Fee Agreement, Contract No. 20-1002256, and authorize the Authorized Officer to execute and deliver said amendments. The amendments to the Reimbursement Agreement and Fee Agreement will effectuate the extension of the Direct Pay Letter of Credit through September 11, 2025, and reduce the amount of authorized commercial paper to a principal amount of \$25,000,000, which will be supported by a Direct Pay Letter of Credit issued by Barclays pursuant to the Reimbursement Agreement, in accordance with San Bernardino County Transportation Authority Debt Management Policy No. 20300;
- iv. Approve Amendment No. 1 to the Dealer Agreement, Contract No. 19-1002122, with BofA Securities, Inc., and its terms and conditions, to reduce the maximum aggregate principal amount authorized to be outstanding under the Subordinate Indenture, as amended and restated, at any one time to \$25,000,000, and authorize the Authorized Officer to execute and deliver said amendment in substantially the form presented;

Agenda Item 38 (cont.)

v. Approve the proposed form of the Offering Memorandum and authorize the Authorized Officer to execute and deliver to the Dealer an Offering Memorandum in substantially the form presented, with such changes as the Authorizing Officer deems necessary, and further authorizes the Authorized Officer to supplement, amend, revise, update and/or restate the Offering Memorandum from time to time as the Authorizing Officer deems necessary or advisable, and authorize the Dealer to distribute said copies of said Offering Memorandum to persons who may be interested in purchasing the Notes and direct the Dealer to deliver the Offering Memorandum to all actual purchasers of the Notes; and

vi. Authorize the Authorized Officer to give any approvals, consents, directions, notices, orders, requests or other actions, and to take such other actions and execute such documents as the Authorized Officer deems necessary or desirable to further the purposes of the Resolution.

B. Authorize the Executive Director or his designee, with the approval of General Counsel as to legal form, to finalize and execute other amended agreements necessary to effectuate the two-year extension of the Direct Pay Letter of Credit, including but not limited to a Series A Commercial Paper Notes.

C. Approve a \$20,000 increase to Contract No. 20-1002281, with Moody's Investors Service, for a total not-to-exceed amount of \$127,500, for rating surveillance services.

D. Approve a \$20,000 increase to Contract No. 20-1002295, with Standard & Poor's, for a total not-to-exceed amount of \$86,000, for rating surveillance services.

E. Approve a budget amendment in the amount of \$27,219,179 for Task No. 0900 to record transfer of proceeds from issuance of Commercial Paper.

Presenter: Hilda Flores

This item has not received prior policy committee or technical advisory committee review. This item is being directly presented to this body since State Government Code requires agenda item involving borrowing to be presented as a discussion item. In addition, documents needed to be completed in final form and negotiations with the bank were being finalized. SBCTA General Counsel and Risk Manager have reviewed this item and drafts of the resolution, various amendments, and corresponding documents.

Discussion - Air Quality/Traveler Services

39. Sole Source Contract No. 23-1003017 with Knightscope, Inc., for Call Box Maintenance Services Pg. 745

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

A. Find that it is in the best interest of the agency to award **Sole Source** Contract No. 23-1003017 to Knightscope, Inc., to provide Call Box Maintenance Services, per SBCTA Contracting and Procurement Policy No. 11000, VI.4. Based upon SBCTA staff research, it was determined that Knightscope, Inc. was the only Call Box Maintenance provider in the State of California, and therefore the most efficient and cost effective way to continue delivering Call Box Maintenance services, would be to continue with Knightscope, Inc.

Agenda Item 39 (cont.)

B. Approve **Sole Source** Contract No. 23-1003017 with Knightscope, Inc., to provide Call Box Maintenance Services, with a not-to-exceed amount of \$3,789,380 for an initial term of October 1, 2023 through September 30, 2026, and two one-year option terms.

Presenter: Kelly Lynn

This item was reviewed and unanimously recommended for approval by the General Policy Committee on August 9, 2023. SBCTA General Counsel, Procurement Manager and Risk Manager have reviewed this item and the draft contract.

Discussion - Project Delivery

40. Mount Vernon Viaduct Project Construction Management Award Contract No. 23-1002971 Pg. 885

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

A. Approve award of Contract No. 23-1002971 to Anser Advisory Management, LLC, for Project Management/Construction Management services for the Mount Vernon Viaduct Project in an amount not-to-exceed \$3,655,940.60.

B. Approve contingency in the amount of \$385,394.40 for Contract No. 23-1002971 and authorize the Executive Director, or his designee, to release contingency as necessary for the project.

Presenter: Kristi Harris

This item has not received prior policy committee or technical advisory committee review. This item is presented directly to the Board without prior committee review to ensure continued PCM support as the design-build contractor is mobilizing for construction in September 2023. SBCTA General Counsel, Procurement Manager and Risk Manager have reviewed this item and the draft contract.

Discussion - Transit

41. Award Contract No. 23-1002891 for West Valley Connector Phase I - Mainline Project Pg. 985

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

A. Award Construction Contract No. 23-1002891 based on the competitive low bid process, for the West Valley Connector Bus Rapid Transit Phase I Mainline Construction to Griffith Company in an amount not-to-exceed \$119,959,911.

B. Approve a Contingency amount of \$11,995,991.10 and authorize the Executive Director, or his designee, to release as necessary.

Presenter: Joy Buenaflor

SBCTA General Counsel, Procurement Manager and Risk Manager have reviewed this item and the draft contract.

Discussion - Council of Governments

42. Emergency Communication Nurse System Update Pg. 1038

Receive an update on the Emergency Communication Nurse System.

Presenter: Monique Reza-Arellano

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

Comments from Board Members

Brief Comments from Board Members

Executive Directors Comments

Brief Comments from the Executive Director

ADJOURNMENT

Additional Information

Attendance

Pg. 1045

Acronym List

Pg. 1047

Agency Reports

Mobile Source Air Pollution Reduction Review Committee Agency Report

Pg. 1050

Committee Membership

Representatives on SCAG Committees

Pg. 1053

Appointments to External Agencies

Pg. 1054

Committee Membership

Pg. 1056

Mission Statement

Mission Statement

Pg. 1062

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 and office is located at 1170 W. 3rd Street, 2nd Floor, San Bernardino, CA.

Agendas – All agendas are posted at 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. 3rd 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 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 President of the Board or Committee Chair (“President”) will announce the subject matter of the closed session. If reportable action is taken in closed session, the President shall 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, except Board agenda items that were previously considered at a Policy Committee meeting where there was an opportunity for public comment. Individuals in attendance at SBCTA who desire to speak on an item may complete and turn in a "Request to Speak" form, specifying each item an individual wishes to speak on. Individuals may also indicate their desire to speak on an agenda item when the President asks for public comment. When recognized by the President, speakers should be prepared to step forward and announce their name for the record. In the interest of facilitating the business of the Board, speakers are limited to three (3) minutes on each item. Additionally, a twelve (12) minute limitation is established for the total amount of time any one individual may address the Board at any one meeting. The President 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. Any individual who wishes to share written information with the Board may provide copies to the Clerk of the Board for distribution. Information provided as public testimony is not read into the record by the Clerk.

Consent Calendar items can be pulled at Board member request and will be brought up individually at the specified time in the agenda. Any consent item that is pulled for discussion shall be treated as a discussion item, 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 – An opportunity is also provided for members of the public to speak on any subject within the Board’s jurisdiction. Matters raised under “Public Comment” will not be acted upon at that meeting. See, “Public Testimony on an Item,” above.

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 President 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 President of the Board or Chair of a Policy Committee (Chair) has the option of taking attendance by Roll Call. 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.
- 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.
- Votes at teleconferenced meetings shall be by roll call, pursuant to the Brown Act, or, at any meeting, upon the demand of five official representatives present or at the discretion of the presiding officer.

The Vote as specified in the SBCTA Administrative Code and 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. (Note that Alternates may vote only at meetings of the Board of Directors, Metro Valley Study Session and Mountain/Desert Policy Committee.)

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 Chair shall ask the maker of the original motion if he or she would like to amend the motion to include the substitution or withdraw the motion on the floor. If the maker of the original motion does not want to amend or withdraw, the substitute motion is 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 may require deviation from general practice (but not from the Brown Act or agency policy).
- 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

Revised June 7, 2023



Important Dates to Remember...

September 2023

SBCTA Meetings - Cancelled: Mountain/Desert Policy Committee

SBCTA Meetings – Scheduled:

Mountain/Desert Committee	CANCELLED	---	Mojave Desert AQMD
General Policy Committee	Sept 13	9:00 am	SBCTA Lobby, 1st Floor
Legislative Policy Committee	Sept 13	Immediately following GPC	SBCTA Lobby, 1st Floor
Transit Committee	Sept 14	9:00 am	SBCTA Lobby, 1st Floor
Metro Valley Study Session	Sept 14	Immediately following TC	SBCTA Lobby, 1st Floor
I-10/I-15 Corridor Joint Sub-Committee	Sept 14	10:00 am	SBCTA Lobby, 1st Floor

Other Meetings/Events:

None			
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SBCTA Offices will be CLOSED:

- September 4th, Labor Day

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

Minute Action

AGENDA ITEM: 1

Date: September 6, 2023

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
10	20-1002378-01	Conrad LLP <i>Andrea Jayasekara, Partner</i>	None
	20-1002320-02	Crowe LLP <i>Bert Nuehring, General Partner</i>	None
17	23-1002969	California Department of Transportation	None
18	23-1002939	Union Pacific Railroad <i>Kenneth Tom</i>	Benesch
	23-1002939	California Department of Transportation	None
19	N/A	California Department of Transportation	None
20	16-1001477-03	City of San Bernardino	None
21	23-1002944	HNTB Corporation <i>Kevin Haboian</i>	Fehr & Peers
22	18-1001854-01	Transportation Corridor Agencies	None
23	23-1002972	California Highway Patrol	None
24	N/A	Town of Apple Valley	None
	N/A	City of Rancho Cucamonga	None
	N/A	Omnitrans	None
26	N/A	Omnitrans	None

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

Item No. 28 – Surplus and Sale of Etiwanda Depot Site to City of Rancho Cucamonga	
APN#	Principals & Agents
APN 0227-121-56	City of Rancho Cucamonga

Item No.	Contract No.	Principals & Agents	Subcontractors
30	N/A	City of Colton	None
	N/A	City of Twentynine Palms	None
	N/A	City of Rialto	None
31	23-1002998	California Department of Transportation	None

Item No. 37 – Interstate 10 Mount Vernon Avenue Interchange Resolution of Necessity	
APN#	Principals & Agents
0162-203-14	Tabbaa Mardini Real Estate Investments, LLC
0164-172-30	Trinh, Lan To
0164-172-31	Trinh, Lan To
0164-172-32	Trinh, Lan To
0164-172-33	Trinh, Lan To
0164-172-53	Song, Sue Chin Living Trust

Item No.	Contract No.	Principals & Agents	Subcontractors
38	20-1002269	U.S. Bank National Association <i>Ilse J. Vlach, Vice President</i> <i>Michelle Lee, Vice President</i>	None
	19-1002086-01	Barclays Bank PLC <i>Carmen Vargas, Director</i>	None
	19-1002122-01	BofA Securities, Inc. <i>Bryon Rockwell</i>	None
	20-1002281	Moody's Investors Service <i>Helen Cregger, VP – Sr. Credit Officer</i>	None
	20-1002295	Standard and Poor's <i>Andrew Bredeson, Associate Director</i>	None

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Item No.	Contract No.	Principals & Agents	Subcontractors
39	23-1003017	Knightscope, Inc. <i>Mallorie Burak</i>	None
40	23-1002971	Anser Advisory Management, LLC <i>Bryan Carruthers</i>	Coast Surveying, Inc. Danken, Inc. Dynamic Engineering Services, Inc. Epic Land Solutions, Inc. Hilltop Geotechnical Inc. Safework, Inc. SYRUSA Engineering, Inc. ZT Consulting Group, Inc.
41	23-1002891	Griffith Company <i>Jaimie R. Angus</i>	The Quality Firm Her-Con Construction DC Drilling GDS Industries Mountainview Biological Monzon & Son Pierce Grading Equipment

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: September 6, 2023

Witnessed By:

San Bernardino Council of Governments
San Bernardino County Transportation Authority

Minute Action

AGENDA ITEM: 2

Date: September 6, 2023

Subject:

Transit and Rail Programs Contract Change Orders to On-Going Contracts

Recommendation:

Receive and file Change Order Report.

Background:

San Bernardino County Transportation Authority has two ongoing construction contracts and two vehicle procurement contracts related to the Transit and Rail Program. The following Construction Change Orders (CCO) were approved since the last reporting to the Transit Committee:

- A. Contract No. 16-1001531 with Stadler US for Redlands Passenger Rail Project (RPRP) Diesel Multiple Units (DMU) procurement has had no CCOs executed since the last report.
- B. Contract No. 17-1001705 with Flatiron West, Inc. (Flatiron) for the RPRP Mainline Construction has had no CCOs executed since the last report.
- C. Contract No. 19-1002070 with Granite Construction Company (Granite) for the Redlands Passenger Rail Project Arrow Maintenance Facility has had no CCOs executed since the last report.
- D. Contract No. 20-1002310 with Stadler US for Zero Emission Multiple Unit (ZEMU) Rail Vehicle Procurement has had two CCOs executed since the last report.

- 1. CCO 002: Name Change on Station Map Decal (\$2,354)
- 2. CCO 003: ZEMU Vehicle Themed Wrap Certification Testing. (\$18,677)

Financial Impact:

This item is consistent with the Fiscal Year 2023/2024 Budget.

Reviewed By:

This item was received by the Transit Committee on August 10, 2023.

Responsible Staff:

Victor Lopez, Director of Transit & Rail Programs

Approved
Board of Directors
Date: September 6, 2023
Witnessed By:

Entity: San Bernardino County Transportation Authority

Transit and Rail Programs Contracts Executed Change Orders		
Number	Description	Amount
RPRP - Vehicle Procurement Stadler (16-1001531)		
	CCO Total	\$1,232,746.83
	Approved Contingency	\$2,070,508.00
	Remaining Contingency	\$837,761.17
RPRP- Mainline Construction Flatiron West, Inc (17-1001705)		
	CCO Total	\$24,580,968.81
	Approved Contingency	\$24,634,814.59
	Remaining Contingency	\$53,845.78
RPRP - Arrow Maintenance Facility (AMF) Granite Construction Company (19-1002078)		
	CCO Total	\$6,131,139.71
	Approved Contingency	\$6,638,400.00
	Remaining Contingency	\$507,260.29
ZEMU- Vehicle Procurement Stadler (20-1002310)		
2	Name change on Station Map Decal	\$2,354.00
3	ZEMU Vehicle Themed Wrap certification testing.	\$18,677.00
	CCO Total	\$48,942.00
	Approved Contingency	\$500,000.00
	Remaining Contingency	\$451,058.00

Minute Action

AGENDA ITEM: 3

Date: September 6, 2023

Subject:

Bi-Annual Fiscal Year 2022/2023 Railroad Right-of-Way Grants of Right of Use Report

Recommendation:

Receive and file the second half of Fiscal Year 2022/2023 (January through June 2023) Right-of-Way Grants of Right of Use Report.

Background:

The San Bernardino County Transportation Authority Board of Directors (Board) adopted Rail Property Policy No. 31602 on July 2, 2014 and approved revisions to Policy No. 31602 on March 6, 2019 and on October 6, 2021. In accordance with Policy No. 31602, Part VI, Policy Principles and Authority to Execute Grants of Right of Use, Section B, Approved Templates, the Board authorized the Executive Director, or designee, to approve all Grants of Right of Use documents as approved to form by General Counsel.

Attachment A reports the Grants of Right of Use issued, amended, denied, and/or terminated in the second half of Fiscal Year 2022/2023 in accordance with the reporting requirements of Policy No. 31602, Part IX, Section H.

Financial Impact:

This item is consistent with the Fiscal Year 2023/2024 Budget. Presentation of the Bi-Annual Right-of-Way report demonstrates compliance with the Rail Property Policy No. 31602.

Reviewed By:

This item was received by the Transit Committee on August 10, 2023.

Responsible Staff:

Ryan Aschenbrenner, Right of Way Manager

Approved
Board of Directors
Date: September 6, 2023
Witnessed By:

Entity: San Bernardino County Transportation Authority

Attachment A

Bi-annual Fiscal Year 2022-2023 (January to June 2023) Right-of-Way Grants of Use Report

Action	Vendor Name	Contract No.	Agreement Type	Minute Traq Item	Linked Agreements	Executed Date	Term	Application Fees	Annual Admin Fees	Use Fees	Amendment or Extension Fees	Waived Fees	Type Fees Waived	Waived Fee Comments
Issued	Metropolitan Water District	23-1002853	Right of Entry Permit	8775	n/a	1/30/2023	12/31/2023	\$ 2,230	\$ -	\$ 650	\$ -	\$ -	n/a	n/a
Grand Total								\$ 2,230	\$ -	\$ 650	\$ -	\$ -		

Minute Action

AGENDA ITEM: 4

Date: September 6, 2023

Subject:

Project Delivery Contract Change Orders to On-Going Contracts

Recommendation:

Receive and file Change Order Report.

Background:

San Bernardino County Transportation Authority (SBCTA) Department of Project Delivery has 14 on-going construction contracts, of which nine have had Construction Change Orders (CCO) approved since the last reporting to the Board of Directors Metro Valley Study Session on June 15, 2023. The CCOs are listed below:

A. Contract No. 19-1002181 with Granite Construction Company, for Archibald Avenue Improvements Project: There are no newly executed CCOs since last report

B. Contract No. 19-1002078 with Guy F. Atkinson Construction, LLC, for the State Route (SR) 210 Lane Addition, Base Line Interchange and Pavement Rehabilitation Project:

- 1) CCO 93: Abandonment of irrigation system at retaining wall 874. (\$34,789)
- 2) CCO 97: Additional cold mill and overlay of existing median shoulder. (\$50,000)
- 3) CCO 98: Preparing and treating access road bridge, left and right bridge decks. (\$24,164.22)

C. Contract No. 19-1002196 with Security Paving Company, Inc., for Central Avenue Improvements Project at SR 60:

- 1) CCO 32: Delay to the construction of the soil nail wall No. 29, the controlling work in accordance with standard specifications. (\$180,000)

D. Contract No. 17-1001678 with Griffith Company, for Interstate 215 (I-215) Segment 1 & 3 Landscape Replacement Project: There are no newly executed CCOs since last report.

E. Contract No. 17-1001614 with Diversified Landscape Company, for I-215 Segment 2 Landscape Replacement Project: There are no newly executed CCOs since last report.

F. Contract No. 19-1002026 with Diversified Landscape Company, for the I-215 Segments 1, 2 and 3 Establish Existing Planting (EEP) Project:

- 1) CCO 2: Repair damage by traveling public. (\$20,000)

G. Contract No. 17-1001599 with Lane-Security Paving Joint Venture, for Interstate 10 (I-10) Corridor Contract 1 Design Build Contract:

- 1) CCO 98: Resolve impact due to Grated Metal Pipe (GMP) inlets within the roadway. (\$762,871)

Entity: San Bernardino County Transportation Authority

Board of Directors Agenda Item

September 6, 2023

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- 2) CCO 99: Amended directive to stop work and remove all remaining work for change notice 2003 utility relocation. (\$210,419)
- 3) CCO 100: Resolve impacts due to excessive project coordination with MCI Inc., at Monte Vista Avenue. (\$32,525)
- 4) CCO 101: Resolve impacts due to the additional re-location for the Southern California Edison utility transformer. (\$14,432.35)
- 5) CCO 102: Property improvements per directive. (\$288,510)
- 6) CCO 103: Resolve impacts due to unidentified existing 24-inch clay sewer main. (\$16,511)
- 7) CCO 104: Resolve impacts due to emergency fence repair near I-10/Haven westbound exit ramp. (2,882.25)
- 8) CCO 105: Resolve impacts due to additional driveway reconstruction. (\$11,663)
- 9) CCO 106: Resolve impacts due to additional property wall reconstruction. (\$43,559)

H. Contract 18-1001967 with C.A. Rasmussen, Inc., for US 395 Phase I Widening Project: There are no newly executed CCOs since last report.

I. Contract 16-1001461 with Pulice Construction, Inc., for Monte Vista Avenue Grade Separation Project: There are no newly executed CCOs since last report.

J. Contract No. 18-1001966 with Traylor-Granite Joint Venture, for Mount Vernon Avenue Viaduct Project Design Build:

- 1) CCO 25: Design of street, drainage and intersection improvements on Cabrera Avenue and 4th Street. (\$70,006)
- 2) CCO 27: Provide 10-year hydrology and hydraulic analysis at the north abutment prior to giving Traylor-Granite Joint Venture direction to stop this work. (\$7,736.30)
- 3) CCO 28: Modifications/additional aesthetic treatment on the south approach of the wall and bridge abutment seats. (\$186,268.49)

K. Contract No. 20-1002290 with SEMA Construction, Inc., for I-10 University Street Interchange Improvements Project:

- 1) CCO 6.3: Deferred time settlement. (no increase)
- 2) CCO 7.1: Deferred time settlement. (no increase)
- 3) CCO 15.1: Crude oil price index fluctuation. (\$3,858.51)
- 4) CCO 16.1: Deferred time settlement. (no increase)
- 5) CCO 39: Time related overhead settlement. (\$80,558.73)

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L. Contract No. 21-1002620 with Ortiz Enterprises, Inc., for I-10 Alabama Street Improvement Project:

- 1) CCO 13: Change in quantity and price adjustment to bid item. (\$176,550)
- 2) CCO 14: Additional construction required to obtain relief of maintenance from California Department of Transportation (Caltrans), including chain link fencing and concrete work at drainage system. (\$119,809.26)

M. Contract No. 22-1002784 with Security Paving Company, Inc., for I-10 Cedar Avenue Improvement Project:

- 1) CCO 6: Relocation of video detection camera after stage 1A, allow for temporary traffic signal poles. (\$87,166.28)
- 2) CCO 8: Crude oil price index fluctuation. (\$30,300)

N. Contract No. 22-1002780 with Skanska USA Civil West California District Inc., for North 1st Avenue Bridge Over BNSF Project:

- 1) CCO 9: Delay mitigation costs. (\$20,000)
- 2) CCO 10: Modify pile foundation. (no increase)

Financial Impact:

This item imposes no financial impact, as all CCOs are within previously approved contingency amounts under: Task No. 0830 Interchange Projects and Task No. 0820 Freeway Projects, Sub-Task No. 0887 State Route 210 Lane Addition, Sub-Task No. 0827 Mount Vernon Avenue Viaduct, Sub-Task No. 0895 I-10 Alabama Street Improvement Project, Sub-Task No. 0823 I-10 Corridor Contract 1, Sub-Task No. 0811 North 1st Avenue Bridge Over BNSF Project, Sub-Task No. 0838 I-215 Segments 1, 2 & 3 Establish Existing Planting (EEP), Sub-Task No. 0893 Central Avenue Improvements Project at SR 60, Sub-Task No. 0897 I-10 Cedar Avenue Improvement Project and Sub-Task 0899 I-10 University Street Improvement Project.

Reviewed By:

This item was received by the Board of Directors Metro Valley Study Session on August 10, 2023.

Responsible Staff:

Kristi Harris, Director of Project Delivery

Approved
Board of Directors
Date: September 6, 2023

Witnessed By:

Project Delivery Contracts Executed Change Orders		
Number	Description	Amount
Archibald Avenue Improvements Project at SR 60 (19-1002181)		
	CCO Total	\$1,723,232.91
	Approved Contingency	\$2,122,333.00
	Remaining Contingency	\$399,100.09
SR 210 Lane Addition, Base Line Interchange and Pavement Rehabilitation (19-1002078)		
Number	Description	Amount
93	Abandonment of irrigation system at retaining wall 874.	\$34,789.00
97	Additional cold mill and overlay of existing median shoulder.	\$50,000.00
98	Preparing and treating access road bridge, left and right bridge decks.	\$24,164.22
	CCO Total	\$26,908,203.61
	Approved Contingency	\$34,927,790.07
	Remaining Contingency	\$8,019,586.46
Central Avenue Improvements Project at SR 60 (19-1002196)		
Number	Description	Amount
32	Delay to the construction of the soil nail wall No. 29, the controlling work in accordance with standard specifications.	\$180,000.00
	CCO Total	\$689,953.91
	Approved Contingency	\$2,912,039.00
	Remaining Contingency	\$2,222,085.09
I-215 Segments 1 & 3 Landscape Replacement Project (17-1001678)		
	CCO Total	\$422,073.52
	Approved Contingency	\$812,748.38
	Remaining Contingency	\$390,674.86
I-215 Segment 2 Landscape Replacement Project (17-1001614)		
	CCO Total	\$362,649.23
	Approved Contingency	\$502,203.56
	Remaining Contingency	\$139,554.33
I-215 Segments 1, 2 & 3 Establish Existing Planting (19-1002026)		
Number	Description	Amount
2	Repair damage by traveling public.	\$20,000.00
	CCO Total	\$20,000.00
	Approved Contingency	\$1,451,300.00
	Remaining Contingency	\$1,431,300.00

Project Delivery Contracts Executed Change Orders		
Number	Description	Amount
I-10 Corridor Contract 1 (17-1001599)		
Number	Description	Amount
98	Resolve impact due to Grated Metal Pipe (GMP) inlets within the roadway.	\$762,871.00
99	Amended directive to stop work and remove all remaining work for change notice 2003 utility relocation.	\$210,419.00
100	Resolve impacts due to excessive project coordination with MCI Inc. at Monte Vista Ave.	\$32,525.00
101	Resolve impacts due to the additional relocation for the Southern California Edison utility transformer.	\$14,432.35
102	Property improvements per directive.	\$288,510.00
103	Resolve impacts due to unidentified existing 24-inch clay sewer main.	\$16,511.00
104	Resolve impacts due to emergency fence repair near Interstate 10 and Haven westbound exit ramp.	\$2,882.25
105	Resolve impacts due to additional driveway reconstruction.	\$11,663.00
106	Resolve impacts due to additional property wall reconstruction.	\$43,559.00
CCO Total		\$17,160,188.48
Approved Contingency		\$51,369,000.00
Remaining Contingency		\$34,208,811.52

Project Delivery Contracts Executed Change Orders		
Number	Description	Amount
US 395 Phase 1 Widening Project (18-1001967)		
	CCO Total	\$2,194,906.95
	Approved Contingency	\$8,741,611.75
	Remaining Contingency	\$6,546,704.80
Monte Vista Grade Separation (16-1001461)		
	CCO Total	\$869,302.95
	Approved Contingency	\$2,498,958.60
	Remaining Contingency	\$1,629,655.65
Mount Vernon Avenue Viaduct (18-1001966)		
Number	Description	Amount
25	Design of street, drainage and intersection improvements on Cabrera Avenue and 4th Street.	\$70,006.00
27	Provide 10-year hydrology and hydraulic analysis at the north abutment prior to giving Traylor-Granite Joint Venture direction to stop this work.	\$7,736.30
28	Modifications/additional aesthetic treatment on the south approach of the wall and bridge abutment seats.	\$186,268.49
	CCO Total	\$5,011,396.71
	Approved Contingency	\$10,490,000.00
	Remaining Contingency	\$5,478,603.29
I-10 University Street Improvement Project (20-1002290)		
Number	Description	Amount
6.3	Deferred time settlement.	\$0.00
7.1	Deferred time settlement.	\$0.00
15.1	Crude oil price index fluctuation.	\$3,858.51
16.1	Deferred time settlement.	\$0.00
39	Time related overhead settlement.	\$80,558.73
	CCO Total	\$1,207,430.23
	Approved Contingency	\$1,500,590.00
	Remaining Contingency	\$293,159.77

Project Delivery Contracts Executed Change Orders		
Number	Description	Amount
I-10 Alabama Street Improvement Project (21-1002620)		
Number	Description	Amount
13	Change in quantity and price adjustment to bid item.	\$176,550.00
14	Additional construction required to obtain relief of maintenance from Caltrans, including chain link fencing and concrete work at drainage system.	\$119,809.26
CCO Total		\$534,201.61
Approved Contingency		\$1,338,886.33
Remaining Contingency		\$804,684.72
I-10 Cedar Avenue Improvement Project (22-1002784)		
Number	Description	Amount
6	Relocation of video detection camera after stage 1A, allow for temporary traffic signal poles.	\$87,166.28
8	Crude oil price index fluctuation.	\$30,300.00
CCO Total		\$322,766.28
Approved Contingency		\$8,098,400.00
Remaining Contingency		\$7,775,633.72
North 1st Avenue Bridge Over BNSF Project (22-1002780)		
Number	Description	Amount
9	Delay mitigation costs.	\$20,000.00
10	Modify pile foundation.	\$0.00
CCO Total		\$172,628.62
Approved Contingency		\$3,561,922.00
Remaining Contingency		\$3,389,293.38

Minute Action

AGENDA ITEM: 5

Date: September 6, 2023

Subject:

Measure I Revenue

Recommendation:

Receive report on Measure I receipts for Measure I 2010-2040.

Background:

Sales tax revenue collections for Measure I 2010 through 2040 began on April 1, 2010. Cumulative total receipts as of June 30, 2023, were \$2,255,555,055.

Included is a summary of the current Measure I receipts by quarter and cumulative total since its inception. The quarterly receipts represent sales tax collection from the previous quarter taxable sales. For example, receipts for April through June represent sales tax collections from January through March.

Measure I revenue for the 2022/2023 Fiscal Year Budget was estimated to be \$250,000,000. Actual Measure I receipts for Fiscal Year 2022/2023 April through June are \$60,936,812, in comparison to \$63,172,838 received during the quarter ending June for Fiscal Year 2021/2022, with a decrease of 3.54%. The current economic outlook is a modest decline in sales tax returns through 2023, with small levels of growth beginning in early 2024.

Financial Impact:

Measure I revenues for Fiscal Year 2022/2023 is expected to exceed the prior years' collections.

Reviewed By:

This item was received by the General Policy Committee on August 9, 2023.

Responsible Staff:

Hilda Flores, Chief Financial Officer

Approved
Board of Directors
Date: September 6, 2023

Witnessed By:

Entity: San Bernardino County Transportation Authority

Summary of SANBAG Measure I Receipts 2010-2040

Fiscal Year	July- September	October- December	January- March	April- June	Fiscal Year Total	Cumulative Total To Date
Receipts Prior to FY 2010/11						\$7,158,800
Fiscal Year 2010/11	28,188,907	29,207,950	28,808,766	29,397,456	115,603,079	\$122,761,879
Fiscal Year 2011/12	31,027,319	33,547,956	32,757,419	33,476,051	130,808,745	\$253,570,624
Fiscal Year 2012/13	34,279,449	35,076,980	34,336,570	34,309,171	138,002,171	\$391,572,794
Fiscal Year 2013/14	35,430,012	35,403,641	36,843,452	35,789,045	143,466,150	\$535,038,944
Fiscal Year 2014/15	37,253,007	38,007,716	38,225,122	37,132,591	150,618,437	\$685,657,380
Fiscal Year 2015/16	39,298,056	40,309,825	40,950,261	38,929,588	159,487,730	\$845,145,110
Fiscal Year 2016/17	41,123,141	40,742,242	41,465,217	39,801,939	163,132,539	\$1,008,277,649
Fiscal Year 2017/18	43,117,814	42,305,693	44,007,900	39,149,611	168,581,018	\$1,176,858,666
Fiscal Year 2018/19	41,560,927	49,358,825	46,035,191	43,531,556	180,486,500	\$1,357,345,167
Fiscal Year 2019/20	46,250,572	46,514,574	49,729,997	35,959,684	178,454,827	\$1,535,799,994
Fiscal Year 2020/21	48,366,423	51,588,776	52,728,566	56,391,035	209,074,800	\$1,744,874,794
Fiscal Year 2021/22	64,058,781	61,231,465	64,329,895	63,172,838	252,792,978	\$1,997,667,772
Fiscal Year 2022/23	64,538,748	66,271,275	66,140,449	60,936,812	257,887,283	\$2,255,555,055
% Increase Over 21/22	0.75%	8.23%	2.81%	-3.54%	2.02%	

Attachment: MSI Receipts (9862 : Measure I Revenue - 4th Qtr. Fiscal Year 2022/2023)

Minute Action

AGENDA ITEM: 6

Date: September 6, 2023

Subject:

Board Member Vacancy on Southern California Association of Governments Policy Committee

Recommendation:

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

Background:

Founded in 1965, the Southern California Association of Governments (SCAG) is a Joint Powers Authority under California state law, established as an association of local governments and agencies that voluntarily convene as a forum to address regional issues. Under federal law, SCAG is designated as a Metropolitan Planning Organization (MPO) and under state law as a Regional Transportation Planning Agency and a Council of Governments.

The SCAG region encompasses six counties (Imperial, Los Angeles, Orange, Riverside, San Bernardino and Ventura) and 191 cities in an area covering more than 38,000 square miles. The agency develops long-range regional transportation plans including sustainable communities' strategies and growth forecast components, regional transportation improvement programs, regional housing needs allocations and a portion of the South Coast Air Quality Management plans. In 1992, SCAG expanded its governing body, the Executive Committee, to a 70-member Regional Council to help accommodate new responsibilities mandated by the federal and state governments, as well as to provide more broad-based representation of Southern California's cities and counties. With its expanded membership structure, SCAG created regional districts to provide for more diverse representation. The districts were formed with the intent to serve equal populations and communities of interest. Currently, the Regional Council consists of 86 members. A list of the SBCTA representatives on SCAG Committees can be found in the Committee Membership section included in every Board of Directors meeting agenda.

SBCTA Board policy states that appointees to SCAG Committees must be Board Members. However, should there not be a Primary Board Member able to serve, an Alternate Board Member may be appointed. Per Policy No. 10001, the SBCTA President is authorized to make appointments to SCAG Committees. SCAG Committees meet the first Thursday of each month. Subregional appointees receive a stipend of \$120 for up to four Policy or Task Force meetings per month paid by SCAG. Terms of appointment expire December 31 of odd-numbered years.

Any SBCTA Board Members that are interested in serving should notify Marleana Roman, Clerk of the Board, at mrroman@gosbcta.com. A listing of SBCTA Appointments to External Agencies, SBCTA Representatives on SCAG Committees and SBCTA Policy Committee Membership are included in the appendix of the SBCTA Board of Directors agenda.

Financial Impact:

This item has no financial impact on the Fiscal Year 2023/2024 Budget.

Reviewed By:

This item has not received prior policy committee or technical advisory committee review. Per Policy 10001, all opportunities for appointment of Board members to regular or special committees shall be noticed in the agenda prior to the Presidential appointment.

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

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Responsible Staff:

Marleana Roman, Clerk of the Board

Approved
Board of Directors
Date: September 6, 2023
Witnessed By:

San Bernardino Council of Governments
San Bernardino County Transportation Authority

Minute Action

AGENDA ITEM: 7

Date: September 6, 2023

Subject:

June and July 2023 Procurement Report

Recommendation:

Receive the June and July 2023 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 January 4, 2023. 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 and the solicitation has been listed 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 the Board of Directors.

Lastly, the Board of Directors authorized CityCom Real Estate Services, Inc. (CityCom) to issue contracts and purchase orders.

Below is a summary of the actions taken by SBCTA authorized staff:

- Two new contracts were executed.
- Nine contract amendments were executed.
- Six CTO's were executed.
- Seven CTO amendments were executed.
- Two contingency amendments were executed.
- Seven purchase orders were executed.
- One purchase order amendment was executed.
- Six RFP's were released.

Below is a summary of the actions taken by CityCom:

- One new contract was executed.
- No new purchase orders were executed.

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

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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 June and July 2023 are presented herein as Attachment A, all RFPs and IFBs are presented in Attachment B, and all CityCom's contracts and purchase orders are presented in Attachment C.

Financial Impact:

This item is consistent with the Fiscal Year 2023/2024 Budget. Presentation of the monthly procurement report demonstrates compliance with the Contracting and Procurement Policy.

Reviewed By:

This item was reviewed by the General Policy Committee on August 9, 2023.

Responsible Staff:

Shaneka Morris, Procurement Manager

Approved
Board of Directors
Date: September 6, 2023

Witnessed By:

San Bernardino Council of Governments
San Bernardino County Transportation Authority

Attachment A
June and July 2023 Contract/Amendment/Contract Task Order (CTO) Actions

Type	Contract Number	Amendment/ CTO	Vendor Name	Contract Description	Original Amount	Prior Amendments	Current Amendment	Total Amount	Total On-call Contract Amount*
New agreement	23-1002932		Wells Fargo NA	Banking and Credit Card Services	\$ 25,000.00	\$ -	\$ -	\$ 25,000.00	N/A
New agreement	23-1002965		PlanetBids	Cloud based eProcurement System	\$ 100,000.00	\$ -	\$ -	\$ 100,000.00	N/A
Contract Amendment	17-1001683	5	Trapeze Software Group, Inc.	To exercise the fourth option term to extend the contract expiration date to June 30, 2024 for the Vanpool Program Online System	\$ 372,919.00	\$ 60,000.00	\$ -	\$ 432,919.00	N/A
Contract Amendment	19-1002203	4	Trapeze Software Group, Inc.	To increase the contract not-to-exceed amount and to exercise the second option term extending the contract expiration date to June 30, 2024 for the Regional Rideshare and Vanpool Program	\$ 350,000.00	\$ 817,042.00	\$ 100,000.00	\$ 1,267,042.00	N/A
Contract Amendment	21-1002497	2	Southern California Association of Governments	To extend contract completion date through February 29, 2024 for the Regional Early Action Planning (REAP) Grant	\$ 2,441,324.00	\$ 122,066.00	\$ -	\$ 2,563,390.00	N/A
Contract Amendment	21-1002626	2	Southern California Shredding, Inc.	To exercise the second option to extend the contract term through July 1, 2024 for paper shredding services	\$ 6,000.00	\$ -	\$ -	\$ 6,000.00	N/A
Contract Amendment	17-1001628	2	City of Brea	To exercise the second of two, two-year options to extend the contract term to June 30, 2025 and to increase the contract not-to-exceed amount for Information Technology Network Consultant Support Services	\$ 852,875.00	\$ 503,717.00	\$ 456,201.00	\$ 1,812,793.00	N/A
Contract Amendment	19-1002152	3	Blais & Associates, LLC	To exercise the second of two, two-year option terms to extend the contract expiration date to June 30, 2025 for Grant Administration Services	\$ 195,910.00	\$ 419,256.00	\$ -	\$ 615,166.00	N/A
Contract Amendment	20-1002320	1	Crowe LLP	To update Exhibit B, Billing Rate Schedule, for On-Call Audits and Price Review Services	\$ 300,000.00	\$ 110,000.00	\$ -	\$ 410,000.00	N/A
Contract Amendment	20-1002339	1	GCAP Services, Inc.	DBE Consulting Services to exercise first option term for a new contract expiration date of June 30, 2024	\$ 100,000.00	\$ -	\$ -	\$ 100,000.00	N/A
Contract Amendment	17-1001616	4	Enterprise Rideshare	To increase the reimbursable compensation for petroleum-fueled vanpools and zero-emission vanpools and to increase the not-to-exceed amount for Vanpool Leasing Services	\$ 1,300,000.00	\$ 50,000.00	\$ 50,000.00	\$ 1,400,000.00	N/A
CTO	22-1002705	CTO No. 6	Kleinfelder Construction Services, Inc.	To increase the not-to-exceed amount for On-Call Construction Management Services for the State Route 210 Waterman Avenue Interchange Project	\$ 827,949.02	\$ -	\$ -	\$ 827,949.02	\$5,000,000.00 (available \$1,957,590.57)

*Total amount authorized for the associated on-call services bench which is typically shared with multiple vendors and controlled via contract task orders (CTO).

Attachment A
June and July 2023 Contract/Amendment/Contract Task Order (CTO) Actions

Type	Contract Number	Amendment/ CTO	Vendor Name	Contract Description	Original Amount	Prior Amendments	Current Amendment	Total Amount	Total On-call Contract Amount*
CTO	19-1002000	CTO No. 33	Costin Public Outreach Group	Phase one of the community outreach effort related to the new Arrow Service	\$ 30,700.00	\$ -	\$ -	\$ 30,700.00	\$6,000,000.00 (available \$316,426.78)
CTO	22-1002663	CTO No. 7	Anser Advisory Management, LLC	To provide consultant Claim and Litigation Support for the Monte Vista Grade Separation Project	\$ 27,293.99	\$ -	\$ -	\$ 27,293.99	\$5,000,000.00 (available \$4,473,634.40)
CTO	22-1002705	CTO No. 8	Kleinfelder Construction Services, Inc.	On-Call Construction Management services for the State Route 210 Waterman Avenue Interchange Project	\$ 33,980.58	\$ -	\$ -	\$ 33,980.58	\$5,000,000.00 (available \$1,957,590.57)
CTO	18-1001907	CTO No. 17	Epic Land Solutions, Inc.	Right-of-Way Services for Mount Vernon Viaduct Project	\$ 50,000.00	\$ -	\$ -	\$ 50,000.00	\$8,000,000.00 (available \$4,964,039.78)
CTO	19-1002000	CTO No. 32	Costin Public Outreach Group	To provide public outreach services for 2024 Business to Business Expo	\$ 109,000.00	\$ -	\$ -	\$ 109,000.00	\$6,000,000.00 (available \$316,426.78)
CTO Amendment	22-1002744	CTO No. 2.1	WSP USA, Inc.	To extend the expiration date to December 31, 2023 for On-Call Transit and Rail	\$ 75,000.00	\$ -	\$ -	\$ 75,000.00	\$20,000,000.00 (available \$19,785,000)
CTO Amendment	22-1002744	CTO No. 4.1	WSP USA, Inc.	To extend the expiration date to December 31, 2023 for On-Call Engineering Plan Review Services for Transit and Rail Projects and Programs	\$ 15,000.00	\$ -	\$ -	\$ 15,000.00	\$20,000,000.00 (available \$19,785,000)
CTO Amendment	19-1002000	CTO No. 16.1	Costin Public Outreach Group	To extend the completion date to January 31, 2024 for ongoing public outreach support for the West Valley Connector Project Bus Rapid Transit	\$ 225,000.00	\$ -	\$ -	\$ 225,000.00	\$6,000,000.00 (available \$316,426.78)
CTO Amendment	18-1001823	CTO No. 11.4	Bender Rosenthal, Inc.	Increase the not-to-exceed amount for Right-of-Way Support and Utility Coordination for the Interstate 215 University Parkway Interchange Project	\$ 117,834.74	\$ 112,637.00	\$ 55,014.00	\$ 285,485.74	\$8,000,000.00 (available \$4,964,039.78)
CTO Amendment	19-1002000	CTO No. 26.1	Costin Public Outreach	To extend the completion date to July 31, 2023 for public outreach support of the Business-to-Business Expo	\$ 71,500.00	\$ -	\$ -	\$ 71,500.00	\$6,000,000.00 (available \$316,426.78)
CTO Amendment	23-1002904	CTO No. 3.1	Mott MacDonald Group, Inc.	To extend the expiration date to December 31, 2023 for On-Call General Support Services for Transit and Rail Services	\$ 125,000.00	\$ -	\$ -	\$ 125,000.00	\$20,000,000.00 (available \$19,785,000)
CTO Amendment	19-1002000	CTO No. 9.2	Costin Public Outreach Group	To extend the completion date to January 31, 2024 for public outreach support services of the Diesel Multiple Unit (DMU) to Zero-Emission Multiple Unit (ZEMU) Development Project	\$ 17,980.00	\$ 86,887.00	\$ -	\$ 104,867.00	\$6,000,000.00 (available \$316,426.78)

*Total amount authorized for the associated on-call services bench which is typically shared with multiple vendors and controlled via contract task orders (CTO).

Attachment A
June and July 2023 Contingency Released Actions

Contract No. & Contingency No.	Reason for Contingency Amendment (Include a Description of the Contingency Amendment)	Vendor Name	Original Contract Amount	Prior Amendments	Prior Contingencies	Current Contingencies	Amended Contract Amount
15-1001146 3G	To add additional contingency funds required to complete project closeout for Redlands Passenger Rail Project Management Consulting Services	RailPros, Inc.	\$ 10,285,673.00	\$ 7,663,139.85	\$ 2,134,332.00	\$ 88,332.00	\$ 20,171,476.85
19-1002181	To increase the contingency amount for Archibald Avenue Improvement Project at State Route 60 Construction Contract	Granite Construction Company	\$ 13,822,831.00	\$ -	\$ 2,122,333.00	\$ 1,972,322.00	\$ 17,917,486.00

Attachment A
June and July 2023 Purchase Order and Purchase Order Amendment Actions

Type	PO No.	PO Posting Date	Vendor Name	Description of Services	Original Purchase Order Amount	Prior Amendments	Current Amendment	Total Purchase Order Amount
PO Amendment	4002360	6/30/23	Beacon Economics, LLC	Increase to include reimbursable expenses for the presenter at City/County Conference	\$ 9,000.00	\$ -	\$ 143.93	\$ 9,143.93
New PO	4002367	6/30/23	Agiline, LLC	Agiline billing during contract lapse	\$ 2,400.00	\$ -	\$ -	\$ 2,400.00
New PO	4002378	6/30/23	NTH Generation Computing, Inc.	Server/Storage Area Network(SAN) Warranty Renewal	\$ 4,559.61	\$ -	\$ -	\$ 4,559.61
New PO	4002386	6/30/23	Caliper Corporation	Caliper Autocad Support	\$ 3,000.00	\$ -	\$ -	\$ 3,000.00
New PO	4002387	6/30/23	Riverside County Transportation Commission	Joint video produced for the CTC Meeting in Riverside	\$ 2,375.00	\$ -	\$ -	\$ 2,375.00
New PO	4002383	7/17/23	Carahsoft Technology, Corporation	Carahsoft Agenda and Minutes Subscription	\$ 7,794.85	\$ -	\$ -	\$ 7,794.85
New PO	4002388	7/17/23	Fifth Asset , Inc.	Debtbook Software for GASB 96	\$ 8,000.00	\$ -	\$ -	\$ 8,000.00
New PO	4002393	7/19/23	DPE Systems, Inc.	Annual Backup Renewal	\$ 44,865.56	\$ -	\$ -	\$ 44,865.56

Attachment B
June and July 2023 RFP's, RFQ's and IFB's

Release Date	RFP/RFQ/IFB No.	Anticipated Dollar Amount	Anticipated Award Date	Description of Overall Program and Program Budget
06/28/2023	RFP 23-1002967	\$ 129,000.00	10/01/2023	Board Room audio/visual equipment upgrade
06/23/2023	RFP 23-1002971	\$ 3,264,715.39	09/06/2023	Mount Vernon Viaduct Project Construction Management
07/31/2023	RFP 23-1002957	\$ 300,000.00	10/01/2023	Risk Management and Broker Services
07/12/2023	RFP 23-1002947	\$ 3,716,490.00	12/01/2023	Freeway Service Patrol Beat 23
11/08/2023	RFP 23-1002945	\$ 5,740,395.00	04/01/2024	Freeway Service Patrol Beats 5 & 27
07/24/2023	RFP 23-1002963	\$ 999,164.00	09/01/2023	Call answering center for call box phone calls

Attachment C

June and July 2023 CityCom's Issued Purchase Orders/Contracts

PO/Contract No.	Vendor Name	Description of Services	Total Amount
SB Depot 48798	Option One Plumbing	Unclog the main sewer line to the main lobby by hydro-jetting. New cleanouts were updated and installed to gain access upstream and downstream to service the line.	\$5,225.00

Minute Action

AGENDA ITEM: 8

Date: September 6, 2023

Subject:

Fiscal Year 2023/2024 Budget Amendments

Recommendation:

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

- A. Approve a budget decrease of \$338,322 for Fiscal Year 2023/2024 for Task No. 0425 - Special Projects and Strategic Initiatives.
- B. Approve a new task, Task No. 0430 – Risk Management, to account for risk management activities.
- C. Approve a budget increase of \$5,104,000 for Fiscal Year 2023/2024 for Task No. 0750 - Express Lane Operations.
- D. Approve a budget increase of \$550,000 for Fiscal Year 2023/2024 for Task No. 0400 – Finance, for completion of the Fiscal Year 2022/2023 Measure I and Transportation Development Act audits.
- E. Approve a budget increase of \$25,000 for Fiscal Year 2023/2024 for Task No. 0315 - Transit Capital under Fund No. 6014 - Redlands Passenger Rail Project Fund, not included in the original budget.

Background:

The Finance Department is responsible for the preparation and administration of the San Bernardino County Transportation Authority (SBCTA) Budget. Subsequent to adoption of the budget, adjustments are made by departments either by Board of Directors (Board) approval or by the authority granted to the Executive Director, or his designee, under Policy No. 20000, Financial Policies.

In order to identify any major budgetary changes during the fiscal year, the Finance Department compares actual expenditures and revenues to the budget. Other departments are also responsible for identifying other budget adjustments necessary as a result of: 1) programmatic adjustments required to maintain compliance with applicable federal and state law and internal policies such as Measure I (MSI) Policies; 2) additional funds made available from allocations or grants; 3) unforeseen costs; or 4) other unexpected changes.

Recommendation A & B - Staff is requesting approval of a budget decrease of \$338,322 in Task No. 0425 - Special Projects and Strategic Initiatives due to the decision not to fill the Director of Special Projects and Strategic Initiatives position. The budget remaining for Task No. 0425 - Special Projects and Strategic Initiatives relating to Procurement will move to Task No. 0400 - Finance and the budget remaining for Risk Management will move to Task No. 0430 - Risk Management pending approval of Recommendation B. The result of the budget adjustments is no budget remaining in Task No. 0425 – Special Projects and Strategic Initiatives.

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

Board of Directors Agenda Item

September 6, 2023

Page 2

Recommendation C - Since revenue commencement is expected in April 2024 for the Interstate 10 (I-10) Contract 1 Express Lanes, a deposit of \$5,104,000 is required for operations and maintenance by June 2024. The amount will be funded from Measure I Backstop. The Transportation Infrastructure Finance and Innovation Act (TIFIA) loan agreement with United States Department of Transportation (US DOT) No. 21-1002566 “Measure I Backstop” allows for I-10 Express Lanes operations to borrow from Measure I programs. The Measure I Backstop will consist of Fund No. 4110 - Measure I Freeway lending the funds to Fund No. 7550 - I-10 Contract 1 Express Lanes. This will provide cash flow for operations and maintenance expenses incurred prior to revenue commencement date. Toll revenue generated will go through the financial covenants per the TIFIA loan agreement, which includes replenishment of Measure I Programs used for Measure I Backstop.

Recommendation D - Finance procured for Measure I Local Pass-Through and Transportation Development Act audits earlier this year and no bids were received. Audit firms did not bid due to lack of staff capacity to complete the engagements. Finance staff decided to proceed with on-call auditors and piggyback from audit contracts with the County of San Bernardino and Riverside County Transportation Commission. The quotes received exceed the budget by \$550,000 funded with Measure I Administration Fund and Local Transportation Fund. Consequently, staff is requesting budget adjustment to proceed with completing the Fiscal Year 2022/2023 audits. This fall, Finance staff will release a solicitation for the audits commencing with Fiscal Year 2023/2024 and will similarly allocate the audits among multiple engagements.

Recommendation E – Transit & Rail Department staff is requesting approval of a budget increase of \$25,000 for Fund No. 6014 - Redlands Passenger Rail Project in Task No. 0315 - Transit Capital, to accommodate expenditure reclassifications and operating transfers for the Redlands Passenger Rail Project in relation to the ESRI Station. In recognition of the project’s closeout phase, staff are identifying all eligible expenditures in order to optimize available funding sources for the project.

Financial Impact:

This item is not consistent with the Fiscal Year 2023/2024 Budget.

Reviewed By:

This item was reviewed and unanimously recommended for approval by the General Policy Committee on August 9, 2023.

Responsible Staff:

Hilda Flores, Chief Financial Officer

Approved
Board of Directors
Date: September 6, 2023

Witnessed By:

Minute Action

AGENDA ITEM: 9

Date: September 6, 2023

Subject:

Measure I Local Pass-Through Compliance Audits for Fiscal Year 2021/2022 for the City of Victorville

Recommendation:

Review and make a finding that the Measure I expenditures for Fiscal Year 2021/2022 for the City of Victorville are consistent with the provisions of the Measure I Expenditure Plan and Ordinance No. 04-01.

Background:

Each year San Bernardino County Transportation Authority (SBCTA) provides for audits of all local jurisdictions receiving Measure I Local Pass-Through Funds, which are dedicated for transportation planning, design, construction, operation and maintenance.

A financial examination is completed by an independent audit firm for activities during the previous fiscal year (FY), including internal control systems of checks and balances. The examination must encompass both project expenditures and projects for which funds were received but not expended. A listing of all projects comparing actual revenues and expenses to the Measure I Five-Year Capital Improvement Plan (CIP) adopted by the local governing board and reported annually to SBCTA, must be included with any interest earned. The report shall also contain an examination of expenditures, statement of revenue and expenses, and balance sheet for each Measure I Special Revenue fund.

Eide Bailly (Eide) formally Vavrinek, Trine, Day & Co., LLP, was selected in January 2017, to conduct Compliance Audits of the Measure I 2010-2040 pass-through funds for a five-year period, with two one-year extensions. Eide verified compliance with California Public Utilities Code 190300 and Ordinance No. 04-01 of the SBCTA Local Street Program that funds shall not be used to supplant existing local discretionary funds being used for street and highway purposes, also known as Maintenance of Effort (MOE). The MOE base year level was determined based upon the discretionary General Fund expenditures for transportation-related construction and maintenance activities in FY 2008/2009. The MOE base year level as approved by the SBCTA Board of Directors shall remain in effect until the expiration of Measure I 2010-2040.

Measure I Local Pass-Through Audit report for FY 2021/2022 for the City of Victorville (City) was provided via email to the Independent Taxpayer Oversight Committee (ITOC) on July 17, 2023.

The Measure I Local Pass-Through audit for the City was completed on May 11, 2023. Since it was not finalized by the end of the extension period of February 28, 2023 Measure I was withheld until the FY 2021/2022 audit was completed. The audits for the City of Adelanto for FY 2020/2021 and FY 2021/2022 are not complete, thus they are currently subject to withholding. SBCTA has withheld \$1,909,314 of Measure I allocated to the City of Adelanto as of June 30, 2023.

Entity: San Bernardino County Transportation Authority

The audit for FY 2021/2022 for the City resulted in the following findings:

- Management is responsible for ensuring financial activity is recorded accurately and on a timely basis. Each year, the beginning fund balance (equity) should be reconciled to the previous audit reports to ensure accuracy of the financial activity each year. During procedures over beginning fund balance, it was noted that the beginning fund balance did not reconcile to the previous year Measure I audit fund balance by \$68,448. The fund financial statements were restated to fairly state fund balance as of July 1, 2021. Auditors recommend that the City enhance its closing process to ensure that the beginning fund balance ties to the prior fiscal year ending fund balance, and that entries to correct balances are made on a timely basis.

Corrective Action: Throughout FY 2021/2022, the City's finance department added staff to enhance its internal controls and efficiency in preparation for monthly and annual close. During the City's FY 2020/2021 audit, entries were needed to be made which then caused a restatement for the SBCTA Measure I audit as it had already been completed. The additional staff and training have enabled implementation of additional controls in the form of secondary reviews of both fund balance and project reconciliations as part of its annual audit preparation.

- The Victor Valley Local Street (VVLS) Program, Measure I 2010-2040 Strategic Plan, Section VVLS-18a requires that all expenditures charged to the Measure I Transportation Sales Tax Fund are to be supported by a warrant or source document (invoice, requisition, time sheet, equipment rental charge, etc.) clearly identifying the project and other pertinent data to establish a clear audit trail. During testing over payroll expenditures, the distribution of salaries and wages charged to the Measure I Fund were not appropriately supported by personnel activity reports, detailed timesheets, or equivalent documentation. The City included costs for payroll related expenditures which were supported by budgeted amounts, and not actuals. Auditors recommend the City enhance its procedures to ensure that salaries and benefits charged to the Measure I Fund are properly supported prior to charging amounts to the fund. This can be achieved through preparing and maintaining the personnel activity reports, detailed timesheets, or equivalent documentation used to allocate time to the Measure I Fund in a timely fashion.

Corrective Action: Per VVLS-16c Direct Costs include compensation of employees for the time devoted and identified to the performance of the eligible street or road projects. The City's employees charging to the funding are assigned specific tasks or areas of the city which comply with the VVLS-16b maintenance expenditures listing. Although the City's management believes that the work performed by the individuals is qualified to be charged to this funding source, City staff will review and discuss the suggested methods to ensure implementation of an appropriate method reflecting this compliance.

As part of the FY 2023/2024 budgeting process, the City's Executive Management Team will be requesting the addition of an Internal Auditor position to the Table of Organization to help to identify potential audit issues on an ongoing basis, prior to the external auditing process.

Financial Impact:

This item has no financial impact on the Fiscal Year 2023/2024 Budget.

Reviewed By:

This item was received by the General Policy Committee on August 9, 2023. This item was provided to the Independent Taxpayer Oversight Committee on July 17, 2023.

Responsible Staff:

Hilda Flores, Chief Financial Officer

Approved
Board of Directors
Date: September 6, 2023
Witnessed By:



Financial Statements

June 30, 2022

City of Victorville, California Measure I Fund

City of Victorville, California

Measure I Fund

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June 30, 2022

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Independent Auditor's Report

To the Board of Directors
San Bernardino County Transportation Authority
San Bernardino, California

Report on the Audit of the Financial Statements

Opinion

We have audited the financial statements of the Measure I Fund of the City of Victorville, California (City), as of and for the year ended June 30, 2022, and the related notes to the financial statements, as listed in the table of contents.

In our opinion, the accompanying financial statements referred to above present fairly, in all material respects, the financial position of the Measure I Fund of the City, as of June 30, 2022, and the changes in its financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States (*Government Auditing Standards*). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the City, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Emphasis of Matter

As discussed in Note 1, the financial statements present only the Measure I Fund, and do not purport to, and do not, present fairly the financial position of the City as of June 30, 2022, the changes in its financial position, or, where applicable, its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to this matter.

Correction of Error

As discussed in Note 7 to the financial statements, the City reclassified \$92,099 of expenditures into the Measure I Fund in the prior year, subsequent to the issuance of the 2021 Measure I Fund financial statements, as these expenditures were recorded in the incorrect fund in the prior year. Additionally, the City reclassified \$160,547 of expenditures out of the Measure I Fund in the prior year, subsequent to the issuance of the 2021 Measure I Fund financial statements, as these expenditures were related to other projects and funding sources. As a result, the Measure I Fund restated its beginning fund balance as of July 1, 2021, to correct the error. Our opinion is not modified with respect to this matter.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the budgetary comparison information as listed in the table of contents be presented to supplement the basic financial statements. Such information is the responsibility of management and although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the

information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Management has omitted the management's discussion and analysis that accounting principles generally accepted in the United States of America require to be presented to supplement the basic financial statements. Such missing information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. Our opinion on the basic financial statements is not affected by the missing information.

Other Information

Management is responsible for the other information included in the annual report. The other information comprises the program status schedule (other information), as listed in the table of contents, but does not include the basic financial statements and our auditor's report thereon. Our opinion on the basic financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon.

In connection with our audit of the basic financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated May 11, 2023, on our consideration of the City's internal control over financial reporting of the Measure I Fund and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over financial reporting and compliance, as it relates to the Measure I Fund.



Rancho Cucamonga, California
May 11, 2023

City of Victorville, California

Measure I Fund

Balance Sheet

June 30, 2022

Assets	
Cash and investments	\$ 12,207,728
Receivables	
Taxes	1,783,921
Other	19,040
Deposits and prepaids	1,105
	<u> </u>
Total assets	<u>\$ 14,011,794</u>
Liabilities, Deferred Inflows of Resources, and Fund Balance	
Liabilities	
Accounts payable	\$ 47,993
Retentions payable	72,232
	<u> </u>
Total liabilities	<u>120,225</u>
Deferred Inflows of Resources	
Unavailable revenue	599,092
	<u> </u>
Fund Balance	
Restricted	13,292,477
	<u> </u>
Total liabilities, deferred inflows of resources and fund balance	<u>\$ 14,011,794</u>

Attachment: Victorville MSI 2022 Final (9863 : MSI Local Pass-Through Compliance Audit for FY 2021/2022 for the City of Victorville)

City of Victorville, California

Measure I Fund

Statement of Revenues, Expenditures and Change in Fund Balance

Year Ended June 30, 2022

Revenues	
Measure I sales tax	\$ 6,456,951
Reimbursements	74,550
Interest income	<u>110</u>
Total revenues	<u>6,531,611</u>
Expenditures	
Capital	
Construction	<u>3,890,729</u>
Net Change in Fund Balance	2,640,882
Fund Balance, Beginning of Year, as restated	<u>10,651,595</u>
Fund Balance, End of Year	<u><u>\$ 13,292,477</u></u>

Attachment: Victorville MSI 2022 Final (9863 : MSI Local Pass-Through Compliance Audit for FY 2021/2022 for the City of Victorville)

City of Victorville, California

Measure I Fund

Notes to Financial Statements

June 30, 2022

Note 1 - General Information**Reporting Entity**

The financial statements are intended to reflect the financial position and changes in financial position of the Measure I Fund of the City of Victorville, California (City) only. Accordingly, the financial statements do not purport to, and do not, present fairly the financial position of the City, as of June 30, 2022, and the changes in financial position thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Measure I

Measure I is the half-cent sales tax collected throughout San Bernardino County for transportation improvements. In 2004, San Bernardino County voters approved the extension of the Measure I sales tax through 2040. See Note 4 for a detailed description of the Measure.

Note 2 - Summary of Significant Accounting Policies

The accounting policies of the Measure I Fund of the City conform to accounting policies generally accepted in the United States of America. The following is a summary of significant accounting policies:

A. Basis of Accounting**Governmental Fund Financial Statements***Fund Accounting*

The accounts of the City are organized on the basis of funds. A fund is defined as an independent fiscal and accounting entity wherein operations of each fund are accounted for in a separate set of self-balancing accounts that record resources, related benefits, and equity, segregated for the purpose of carrying out specific activities. The City accounts for the Measure I activities within its Measure I Special Revenue Fund.

Special revenue funds are used to account for the proceeds of revenue sources that are restricted or committed to expenditure for specified purposes.

Measurement Focus and Basis of Accounting

The special revenue funds of the City are accounted for using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collected within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, revenues are available if they are collected within 60 days of the end of the fiscal period.

City of Victorville, California

Measure I Fund

Notes to Financial Statements

June 30, 2022

Expenditures generally are recorded when a liability is incurred. Operating statements of governmental funds present increases (revenues and other financing sources) and decreases (expenditures and other financing uses) in net current resources.

B. Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures at the date of the financial statements and the reported amounts of revenues and expenditures during the reporting period. Actual results could differ from those estimates.

C. Fund Balances

Fund balance is reported according to the following classifications: nonspendable, restricted, committed, assigned, and unassigned based on the relative strength of the constraints that control how specific amounts can be spent.

Restricted fund balance represents amounts that can be spent only for specific purposes because of constitutional provisions or enabling legislation or because of constraints that are externally imposed by creditors, grantors, contributors, or the laws or regulations of other governments.

When an expenditure is incurred for purposes for which both restricted and unrestricted fund balance is available, the City considers restricted funds to have been spent first.

D. Cash and Investments

Cash and investments are pooled by the City to facilitate cash management and maximize investment opportunities and yields. Investment income resulting from this pooling is allocated to the respective funds including the Measure I Fund based upon the average cash balance. The investment policies and the risks related to cash and investments, applicable to the Measure I Fund, are those of the City and are disclosed in the City's basic financial statements. The City's basic financial statements can be obtained at City Hall located at 14343 Civic Center Drive, Victorville, California 92393.

The Measure I Fund's cash and investments are reported at fair value. The fair value measurements are based on the fair value hierarchy established by generally accepted accounting principles. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. Level 1 inputs are quoted prices in active markets for identical assets; Level 2 inputs are significant other observable inputs; Level 3 inputs are significant unobservable inputs. The Measure I Fund's deposits and withdrawals in the City Investment Pool are made on the basis of \$1 and not fair value. Accordingly, the Measure I Fund's investment in the City Investment Pool is measured based on uncategorized inputs not defined as Level 1, Level 2, or Level 3.

City of Victorville, California

Measure I Fund

Notes to Financial Statements

June 30, 2022

E. Maintenance of Effort

In accordance with California Public Utilities Code 190300 and Ordinance No. 04-01 of the San Bernardino County Transportation Authority (SBCTA), Local Street Program funds shall not be used to supplant existing local discretionary funds being used for street and highway purposes. The maintenance of effort (MOE) base year level was determined based upon the discretionary General Fund expenditures for transportation-related construction and maintenance activities in fiscal year 2008/2009. The MOE base year level as approved by the SBCTA Board of Directors shall remain in effect until the expiration of Measure I 2010-2040. General Fund expenditures in excess of the MOE base year level will carry over to subsequent fiscal years and can be applied in a future year to offset the amount the local agency may need to meet the MOE requirement. The City's determined MOE base level is \$0.

Note 3 - Taxes Receivable

Taxes receivable represents the Measure I sales tax revenues for the fiscal year received from SBCTA after June 30, 2022.

Note 4 - Measure I Fund

The California State Legislature authorized county transportation authorities to enact local option sales tax measures for transportation improvements in the late 1980s, under provisions of Division 19 (commencing with Section 180000) of the Public Utilities Code. In November 1989, San Bernardino County voters approved passage of Measure I, authorizing SBCTA to impose a half-cent retail transactions and use tax applicable in the incorporated and unincorporated areas of the County of San Bernardino for the 20-year period between April 1, 1990 and March 31, 2010. SBCTA is authorized to administer the programs described in the Measure.

Early in the second decade of Measure I, it became apparent that continuation of the half cent sales tax would be critical to maintaining funding for transportation in San Bernardino County. SBCTA member jurisdictions and transportation stakeholders worked to identify transportation needs, and an expenditure plan was developed to serve as a basis for the renewal of Measure I. Ordinance No. 04-01 was placed before voters in November 2004, and Measure I was renewed. The new Measure I extends the half cent sales tax for 30 years, from April 1, 2010 through March 31, 2040. The new Measure is referred to as Measure I 2010-2040 to distinguish it from the first Measure I.

Revenue from the tax can only be used for transportation improvement and traffic management programs authorized in the Expenditure Plan.

City of Victorville, California

Measure I Fund

Notes to Financial Statements

June 30, 2022

Measure I 2010-2040 has a return-to-source provision that states that funds shall be allocated to subareas in accordance with the actual revenue collected in each subarea. After deduction of required Board of Equalization fees and authorized administrative costs, revenues generated in each subarea are to be expended on projects of direct benefit to that subarea. Revenues are accounted for separately for each subarea and then allocated to specified project categories in each subarea. These project categories are termed “programs” in the Strategic Plan. Decisions on how revenues are expended within the subareas are made by the SBCTA Board of Directors based upon recommendations of local subarea representatives. Other than the projects identified in the Cajon Pass Expenditure Plan, revenues generated within a subarea can be expended outside of that subarea only upon approval of two-thirds (2/3) of the jurisdictions within the affected subarea. A proportional share of projected state and federal transportation funds is to be reserved for use solely within the Valley subarea and individual Mountain/Desert (Colorado River, Morongo Basin, Mountains, North Desert and Victor Valley) subareas. In the San Bernardino Valley subarea, Measure I 2010-2040 contains the following programs:

- Freeway Program
- Freeway Interchange Program
- Major Street Program
- Local Street Program
- Metrolink/Rail Program
- Express Bus/Bus Rapid Transit Program
- Senior and Disabled Transit Program
- Traffic Management Systems Program

In each of the Mountain/Desert subareas, Measure I 2010-2040 contains the following programs:

- Local Street Program
- Major Local Highway Program
- Senior and Disabled Transit Program

Note 5 - Reimbursements

The City received \$74,550 of revenue related to traffic signal maintenance fees that the City charges to the City of Hesperia, the City of Adelanto, and the County of San Bernardino.

Note 6 - Allocated Costs

In accordance with the City’s cost allocation plan, \$323,433 of allocated costs have been charged to the Measure I Fund. These costs include allocations for departmental costs such as the city manager, risk management, city clerk, finance, information services, city attorney, human resources, fleet maintenance, and city facilities.

City of Victorville, California

Measure I Fund

Notes to Financial Statements

June 30, 2022

Note 7 - Prior Year Restatement

The City has restated fund balance as of July 1, 2021 to properly reflect beginning equity as a result of the following:

- The City reclassified \$92,099 of expenditures into the Measure I fund in the prior year, subsequent to the Fund audit, as these expenditures were recorded in the incorrect fund in the prior year.
- The City reclassified \$160,547 of expenditures out of the Measure I fund in the prior year, subsequent to the Fund audit, as these expenditures were related to other projects and funding sources.

The following table describes the effects of the restatement on the July 1, 2021 fund balance:

Measure I Fund	June 30, 2021 Previously Presented	Restatement	July 1, 2021 Restated
Cash	\$ 8,801,573	\$ 68,448	\$ 8,870,021
Fund Balance	10,583,147	68,448	10,651,595



Required Supplementary Information
June 30, 2022

City of Victorville, California Measure I Fund

City of Victorville, California

Measure I Fund

Schedule of Revenues, Expenditures and Change in Fund Balance – Budget and Actual
Year Ended June 30, 2022

	Budget		Actual	Variance From Final Budget Positive (Negative)
	Original	Final		
Revenues				
Measure I sales tax	\$ 5,597,290	\$ 5,597,290	\$ 6,456,951	\$ 859,661
Reimbursements	42,500	42,500	74,550	32,050
Interest income	-	-	110	110
Total revenues	5,639,790	5,639,790	6,531,611	891,821
Expenditures				
Capital				
Construction	8,013,202	11,766,805	3,890,729	7,876,076
Net Change in Fund Balance	(2,373,412)	(6,127,015)	2,640,882	8,767,897
Fund Balance, Beginning of Year, as restated	10,651,595	10,651,595	10,651,595	-
Fund Balance, End of Year	\$ 8,278,183	\$ 4,524,580	\$ 13,292,477	\$ 8,767,897

Attachment: Victorville MSI 2022 Final (9863 : MSI Local Pass-Through Compliance Audit for FY 2021/2022 for the City of Victorville)

City of Victorville, California

Measure I Fund

Note to Required Supplementary Information

Year Ended June 30, 2022

Note 1 - Budgetary Data

The City adopts an annual budget on a basis consistent with accounting principles generally accepted in the United States of America. The legal level of budgetary control is at the fund level.



Other Information

June 30, 2022

City of Victorville, California Measure I Fund

City of Victorville, California
Measure I Fund

Program Status: Comparison of 5 Year Plan Project Budget to Current Year Expenditures
Year Ended June 30, 2022

The Measure I Five-Year Capital Improvement Plan for local streets was adopted by Council Resolution No. 21-091 and amended by Resolution No. 22-093. Of the funds allocated under the Measure I Five-Year Capital Improvement Plan, the following programs were affected during the current fiscal year:

Projects	5-Year Plan Project Estimate	Current Fiscal Year Expenditures	Under/(Over) Estimate
Named Projects			
7th St, south of D St, Replace & Upgrade Archway Lighting & Signage	\$ 160,864	\$ 145,864	\$ 15,000
Arrowhead Dr, Green Tree Blvd to Nisqualli Rd, Pavement Rehab., bike lanes, sidewalk	262,353	262,353	-
Bear Valley Rd - Bridge Widening at BNSF Railroad & Road Approaches Industrial Blvd	-	244 *	(244)
Concrete Sidewalk, Install or Repair per location list	371,650	143,045	228,605
Curb Access Ramps - per Location List	110,000	40,149	69,851
La Mesa Rd - Cantina Rd to Mesa View, New road, Install traffic signal at US-395	50,438	50,438	-
Liberty Village - Pavement Rehabilitation, per location list	51,569	1,036,419	(984,850)
Mariposa Rd at Yates Rd, Construct New Traffic Signal	1,563	176,934	(175,371)
Mojave Dr at Condor Dr, Construct New Traffic Signal	40,000	73,331	(33,331)
Mountain View Acres Pavement Rehabilitation - per location list	102,000	90,686	11,314
Nisqualli Rd / I-15 Interchange, Environmental Monitoring & Reporting	11,592	38,835	(27,243)
Seventh Ave, Nisqualli Rd to Bear Valley Rd, Pavement Rehabilitation, Bike Lanes & Sidewalk	1,033,000	44,084	988,916
Silica Rd, Hesperia Rd to Industrial Blvd, Pavement Rehabilitation & Replace Storm Drain	95,156	71,548	23,608
Safe Routes to Schools	-	(338,245) *	338,245
Traffic Signal Maintenance Bucket Truck	253,000	15,238	237,762
Categorical Projects:			
Cost Allocation	1,700,071	323,433	1,376,638
Engineering Services	757,174	28,404	728,770
Traffic Control - Signing & Striping	5,990,486	1,058,603	4,931,883
Traffic Engineering	2,614,861	398,329	2,216,532
Traffic Signal Maintenance	1,692,164	231,037	1,461,127
Total expenditures		<u>\$ 3,890,729</u>	

* The City noted the \$244 charge to the Bear Valley Rd – Bridge Widening at BNSF Railroad & Road Approaches Industrial Blvd project were miscoded to MSI and will be reclassified to the correct fund in FY23.

* The \$338,245 related to the Safe Routes to Schools project was due to expenditures recorded by the City in a prior year. The City was seeking damage charges from the Vendor and recorded the expenditures in the full amount as it did not expect it would be able to recover the charges. The City recovered the amount in 2022.



Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards and Measure I Compliance Requirements

To the Board of Directors
San Bernardino County Transportation Authority
San Bernardino, California

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the Measure I Fund of the City of Victorville, California (City), as of and for the year ended June 30, 2022, and the related notes to the financial statements, which collectively comprise the Measure I Fund's basic financial statements, and have issued our report thereon dated May 11, 2023. Our report included an emphasis of matter stating that the financial statements of the Measure I Funds do not purport to, and do not, present fairly the financial position of the City as of June 30, 2022. Our report also included an emphasis of matter regarding the restatement of fund balance as of July 1, 2021.

Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting of the Measure I Fund (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over financial reporting was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over financial reporting that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that have not been identified. We did identify certain deficiencies in internal control, described in the accompanying schedule of findings and responses as items 2022-001 and 2022-002 that we consider to be material weaknesses.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the financial statements of the Measure I Fund of the City are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, including requirements of Measure I as specified in the agreement between the City and San Bernardino County Transportation Authority (SBCTA), noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*, including the requirements of the Measure I as specified in the agreement between the City and SBCTA.

City's Response to Findings

Government Auditing Standards require the auditor to perform limited procedures on the City's response to the findings identified in our audit are described in the accompanying schedule of findings and responses. The City's response was not subjected to the auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on it.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.



Rancho Cucamonga, California
May 11, 2023

City of Victorville, California
Measure I Fund
Schedule of Findings and Responses
Year Ended June 30, 2022

2022-001

**Restatement of Beginning Fund Balance
Material Weakness**

Criteria:

Management is responsible for ensuring financial activity is recorded accurately and on a timely basis. Each year, the beginning fund balance (equity) should be reconciled to the previous audit reports to ensure accuracy of the financial activity each year.

Condition:

During procedures over beginning fund balance, we noted that the beginning fund balance did not reconcile to the previous year Measure I audit fund balance by \$68,448.

Cause:

The condition above was caused by adjustments made by the City after the prior year's audit.

Effect:

The fund financial statements were restated to fairly state fund balance as of July 1, 2021.

Recommendation:

We recommend that the City enhance its closing process to ensure that beginning fund balance ties to the prior fiscal year ending fund balance, and that entries to correct balances are made on a timely basis.

View of Responsible Officials:

Throughout the 2021-22 fiscal year, the finance department added staff to enhance its internal controls and efficiency in preparation for monthly and annual close. During the City of Victorville's 2020-21 fiscal year audit, entries were needed to be made which then caused a restatement for the SBCTA Measure I audit as it had already been completed. The additional staff and training have enabled implementation of additional controls in the form of secondary reviews of both fund balance and project reconciliations as part of its annual audit preparation.

As part of the FY23-24 budgeting process, the City's Executive Management Team will be requesting the addition of an Internal Auditor position to the Table of Organization to help to identify potential audit issues on an ongoing basis, prior to the external auditing process.

City of Victorville, California
Measure I Fund
Schedule of Findings and Responses
Year Ended June 30, 2022

**2022-002 Payroll Expenditures Not Supported
Material Weakness**

Criteria:

The Victor Valley Local Street (VVLS) Program, Measure I 2010-2040 Strategic Plan, Section VVLS -18a requires that all expenditures charge to the Measure I Transportation Sales Tax Fund to be supported by a warrant or source document (invoice, requisition, time sheet, equipment rental charge, etc.) clearly identifying the project and other pertinent data to establish a clear audit trail.

Condition:

During testing over payroll expenditures, the distribution of salaries and wages charged to the Measure I Fund were not appropriately supported by personnel activity reports, detailed timesheets, or equivalent documentation.

Context:

The condition was noted during our testing for the year ended June 30, 2022.

Effect:

The City included costs for payroll related expenditures which were supported by budgeted amounts, and not actuals.

Cause:

The City did not maintain source documents used to allocate salaries and benefits to the Measure I Fund.

Recommendation:

We recommend the City enhance its procedures to ensure that salaries and benefits charged to the Measure I Fund are properly supported prior to charging amounts to the fund. This can be achieved through preparing and maintaining the personnel activity reports, detailed timesheets, or equivalent documentation used to allocate time to the Measure I Fund in a timely fashion.

View of Responsible Officials:

Per VVLS-16c Direct Costs include compensation of employees for the time devoted and identified to the performance of the eligible street or road projects. The employees charging to the funding are assigned specific tasks or areas of the city which comply with the VVLS-16b maintenance expenditures listing. Although we believe that the work performed by the individuals is qualified to be charged to this funding source, we will review and discuss the suggested methods to ensure implementation of an appropriate method reflecting this compliance.

As part of the FY23-24 budgeting process, the City's Executive Management Team will be requesting the addition of an Internal Auditor position to the Table of Organization to help to identify potential audit issues on an ongoing basis, prior to the external auditing process.

City of Victorville, California
 Measure I Fund
 Summary Schedule of Prior Audit Findings
 Year Ended June 30, 2022

Finding No.	Description	Status
2021-001	Expenditure Recognition	Implemented

Attachment: Victorville MSI 2022 Final (9863 : MSI Local Pass-Through Compliance Audit for FY 2021/2022 for the City of Victorville)

Minute Action

AGENDA ITEM: 10

Date: September 6, 2023

Subject:

Amendment No. 1 to Contract No. 20-1002378 with Conrad LLP and Amendment No. 2 to Contract No. 20-1002320 with Crowe LLP

Recommendation:

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

- A. Approve Amendment No. 1 to Contract No. 20-1002378, On-Call Audit Services and Price Review Services, with Conrad LLP, to increase the contract amount by \$300,000 for a new not-to-exceed amount of \$490,000.
- B. Approve Amendment No. 2 to Contract No. 20-1002320, On-Call Audit Services and Price Review Services, with Crowe LLP, to increase the contract amount by \$300,000 for a new not-to-exceed amount of \$710,000.
- C. Approve a total not-to-exceed amount of \$1,200,000 for both Conrad LLP (20-1002378) and Crowe LLP (20-1002320).

Background:

On May 6, 2020, San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board) approved Contract No. 20-1002378 with Conrad LLP and Contract No. 20-1002320 with Crowe LLP for On-Call Internal Audit and Price Review Services for a five-year term and a total not-to-exceed amount of \$600,000 for both contracts.

SBCTA released Request for Proposals (RFP) No. 23-1002875 on April 6, 2023, for a Consultant to provide auditing services for Measure I pass-throughs and Transportation Development Act (TDA) funds and review for parking fee revenues and expenditures for cities charging parking fees at Metrolink stations. On the due date of May 23, 2023, SBCTA received no proposals. There were 11 firms that downloaded the RFP, however, they ultimately did not bid. Upon inquiry, the firms advised that bids were not submitted due to not having the staff capacity to complete the engagement. Due to this response of staffing capacity issues, SBCTA is splitting the audits into segments by area and transit operators and will engage multiple audit firms to complete the assignment. These audits are performed annually to ensure compliance with Ordinance 04-01 and TDA. This fall, finance staff will release solicitation for the audits commencing with Fiscal Year 2023/2024 and will similarly allocate the audits among multiple engagements.

SBCTA staff is working with the On-Call auditors to provide for auditing services for Measure I pass-throughs and TDA funds for Fiscal Year 2022/2023. Staff requests approval of Amendment No. 1 to Contract No. 20-1002378 with Conrad LLP and Amendment No. 2 to Contract No. 20-1002320 with Crowe LLP to increase the not-to-exceed amount by \$600,000 to allow completion of these audits. There is a concurrent Board item in this agenda that includes a budget adjustment to account for the additional cost audit services.

Entity: San Bernardino County Transportation Authority

Financial Impact:

This item is not consistent with the Fiscal Year 2023/2024 Budget. A concurrent Board item is included in this agenda for approval of a budget adjustment to account for the additional cost for audit services.

Reviewed By:

This item was reviewed and unanimously recommended for approval by the General Policy Committee on August 9, 2023. SBCTA General Counsel, Procurement Manager and Risk Manager have reviewed this item and the draft amendments.

Responsible Staff:

Hilda Flores, Chief Financial Officer

Approved
Board of Directors
Date: September 6, 2023
Witnessed By:

Contract No:	<u>20-1002378</u>	Amendment No.:	<u>1</u>
Contract Class:	<u>Payable</u>	Department:	<u>Finance</u>
Vendor No.:	<u>03120</u>	Vendor Name:	<u>Conrad, LLP</u>
Description:	<u>On-Call Audit Services and Price Review Services</u>		
List Any Related Contract Nos.:	<u>20-1002320</u>		

Dollar Amount							
Original Contract		\$	300,000.00	Original Contingency		\$	-
Prior Amendments		\$	(110,000.00)	Prior Amendments		\$	-
Prior Contingency Released		\$	-	Prior Contingency Released (-)		\$	-
Current Amendment		\$	300,000.00	Current Amendment		\$	-
Total/Revised Contract Value		\$	490,000.00	Total Contingency Value		\$	-
	Total Dollar Authority (Contract Value and Contingency)					\$	490,000.00

Board of Directors	Date:	09/06/2023	Board	Item #	9865
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Other Contracts		Sole Source?	No	No Budget Adjustment
Local	Professional Services (Non-A&E)			N/A

Estimated Start Date: 09/06/2023 Expiration Date: 06/30/2024 Revised Expiration Date:

NHS: N/A

QMP/QAP: N/A

Prevailing Wage: N/A

[illegible]

Lisa Lazzar

Hilda Flores

Project Manager (Print Name)

Task Manager (Print Name)

Additional Notes: Shares NTE amount of \$1,200,000 with 20-1002320 - Crowe. The account string will depend on the services per the CTO.

AMENDMENT NO. 1 TO CONTRACT NO. 20-1002378

FOR

ON-CALL AUDIT SERVICES AND PRICE REVIEW SERVICES

(CONRAD LLP)

This AMENDMENT No. 1 to Contract No. 20-1002378 ("Amendment") is made by and between Conrad LLP ("CONSULTANT") and the San Bernardino County Transportation Authority ("SBCTA"). SBCTA and CONSULTANT are each a "Party" and collectively "Parties" herein.

RECITALS:

- A. SBCTA, under Contract No. 20-1002378, engaged CONSULTANT to provide On-Call Audit Services and Price Review Services ("Contract"); and
- B. SBCTA and CONSLTANT desire to increase the contract amount by \$600,000.

NOW THEREFORE, the Parties mutually agree to amend Contract No. 20-1002378 as follows:

1. Delete paragraph 3.2 of Article 3 "COMPENSATION" in its entirety and replace with the following:
 - 3.2 The total Not-To-Exceed Amount for all CTOs is One Million Two Hundred Thousand dollars (\$1,200,000.00). All services shall be reimbursed pursuant to the hourly labor rates identified in Exhibit B and the executed CTO. 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 Exhibits B. SBCTA will not reimburse for any expenses not shown in Exhibit B.
2. All other provisions of Contract No. 20-1002378 shall remain in full force and effect.
3. The Recitals set forth above are incorporated herein by this reference.
4. This Amendment No. 1 shall be effective upon execution by SBCTA.

-----SIGNATURES ARE ON THE FOLLOWING PAGE-----

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

CONRAD LLP

By: _____
Andrea Jayasekara
Partner

Date: _____

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

By: _____
Dawn M. Rowe
President, Board of Directors

Date: _____

APPROVED AS TO FORM:

By: _____
Julianna K. Tillquist
General Counsel

Date: _____

CONCURRENCE:

By: _____
Shaneka Morris
Procurement Manager

Date: _____

San Bernardino County Transportation Authority
Proposal to Provide On-Call Internal Audit and Price Review Services
RFP 20-1002320
Price Proposal



Attachment B
Price Proposal
(Time and Materials)

RFP NO. 20-1002320

Key Personnel

Name	Classification/Title	Job Function	Hourly Rate	
Andrea Jayasekara	Partner	Engagement Partner	\$	125
Sam Perera	Partner	Engagement Quality Review Partner	\$	125
Jacque Rogers	Manager	Audit Manager	\$	105
Mariana Beuchat	Manager	Audit Manager	\$	105
TBD	Senior Auditor	Field Auditor	\$	95
TBD	Staff Auditor	Field Auditor	\$	85

Other Direct Cost Schedule (ODC)

All ODC's are to be proposed at cost-without mark-ups.

Type of ODC	Unit Cost		Estimate d Budget Amount	
Car Mileage (at IRS current rate)	\$	0.58	\$	TBD
Parking	\$	Actual Cost	\$	TBD
Toll Fees	\$	Actual Cost	\$	TBD
	\$		\$	
	\$		\$	

Conrad LLP

Print Authorized Proposer

Andrea Jayasekara, Partner

Signature of Authorized Person

January 9, 2020

Date

AMENDMENT NO. 2 TO CONTRACT NO. 20-1002320

FOR

ON-CALL AUDIT SERVICES AND PRICE REVIEW SERVICES

(CROWE LLP)

This AMENDMENT No. 2 to Contract No. 20-1002320 ("Amendment") is made by and between Crowe LLP ("CONSULTANT") and the San Bernardino County Transportation Authority ("SBCTA"). SBCTA and CONSULTANT are each a "Party" and collectively "Parties" herein.

RECITALS:

- A. SBCTA, under Contract No. 20-1002320, engaged CONSULTANT to provide On-Call Audit Services and Price Review Services ("Contract"); and
- B. On June 15, 2023, the Parties entered Amendment No. 1 to the Contract, removing and replacing Exhibit B "Billing Rate Schedule" to incorporate the CONSULTANT's updated Billing Rate Schedule; and
- C. SBCTA and CONSULTANT desire to increase the contract amount by \$600,000.

NOW THEREFORE, the Parties mutually agree to amend Contract No. 20-1002320 as follows:

1. Delete paragraph 3.2 of Article 3 "COMPENSATION" in its entirety and replace with the following:
 - 3.2 The total Not-To-Exceed Amount for all CTOs is One Million Two Hundred Thousand dollars (\$1,200,000.00). All services shall be reimbursed pursuant to the hourly labor rates identified in Exhibit B and the executed CTO. 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 Exhibits B. SBCTA will not reimburse for any expenses not shown in Exhibit B.
2. Except as amended by this Amendment No. 2, all other provisions of Contract No. 20-1002320, as previously amended, shall remain in full force and effect.
3. The Recitals set forth above are incorporated herein by this reference.
4. This Amendment No. 2 shall be effective upon execution by SBCTA.

-----SIGNATURES ARE ON THE FOLLOWING PAGE-----

IN WITNESS WHEREOF, the Parties have duly executed this Amendment No. 2 below.

CROWE LLP

By: _____
Bert Nuehring
General Partner

Date: _____

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

By: _____
Dawn M. Rowe
President, Board of Directors

Date: _____

APPROVED AS TO FORM:

By: _____
Julianna K. Tillquist
General Counsel

Date: _____

CONCURRENCE:

By: _____
Shaneka Morris
Procurement Manager

Date: _____

Attachment: 20-1002320 Amendment 2 - PDF (9865 : Amendment No.1 with Conrad LLP and Amendment No. 2 with Crowe LLP)



**Attachment B
Price Proposal
(Time and Materials)**

RFP NO. 20-1002320

Key Personnel

Name	Classification/Title	Job Function	Hourly Rate	
Bert Nuehring	Partner	Primary Engagement Manager	\$	350
Kathy Lai	Partner	Secondary Engagement Manager	\$	350
Eric Russell	Senior Manager	Technical Reviewer	\$	275
Samuel Twyman	Manager	Project Manager	\$	225
Joseph Widjaja	Manager	Audit Manager	\$	225
Jonathan Dunn	Senior Staff	Lead Senior Staff	\$	185
A.J. Johnson	Senior Staff	Senior Staff	\$	185

Other Direct Cost Schedule (ODC)

All ODC's are to be proposed at cost-without mark-ups.

Type of ODC	Unit Cost		Estimated Budget Amount	
	\$		\$	
	\$		\$	
	\$		\$	
	\$		\$	
	\$		\$	

Bert Nuehring

Print Authorized Proposer

Signature of Authorized Person

January 9, 2020

Date

Minute Action

AGENDA ITEM: 11

Date: September 6, 2023

Subject:

Transit Operators and Transportation Development Act Audits for Fiscal Year 2021/2022 for the City of Victorville

Recommendation:

Review and receive the Transit Operators and Transportation Development Act Audit Report for Fiscal Year 2021/2022 for the City of Victorville.

Background:

Each year San Bernardino County Transportation Authority (SBCTA) provides audits of all local jurisdictions (agencies) receiving Transportation Development Act (TDA) funds, which are dedicated to support local transit service and investments, pedestrian and bicycle facilities, and local street improvement projects.

A financial examination is completed by an independent audit firm for activities during the previous fiscal year, including internal control systems of checks and balances. The examination must encompass both project expenditures and projects for which funds were allocated and expended. A listing of all the TDA projects comparing actual revenues and expenses to budgeted revenues and expenses must be included with any interest earned. In addition, the report must state if the local match for each project is met and the claimants complied with the TDA, the Uniform System of Accounts for Public Transit Operators, and/or the updated National Transit Database Reporting Manuals when applicable. The report shall also contain an examination of expenditures, statement of revenue and expenses, and a balance sheet for each TDA fund.

Eide Bailly (Eide) formally Vavrinek, Trine, Day & Co., LLP, was selected in January 2017 to conduct Compliance Audits of the TDA Funds for a five-year period, with two one-year extensions.

Eide verified compliance with California Public Utilities Code 66343, California Code of Regulations Sections 6664, 6666 and/or 6667, Proposition 1B, California Transit Security Grant Program, Federal Single Audit Act and SBCTA Compliance Audit Guide. Eide also verified that the agencies met the local match requirements for each project or fare ratios for transit operators.

The Fiscal Year 2021/2022 City of Victorville (City) audit resulted in the following findings:

- Management is responsible for the preparation of the basic financial statements and all accompanying information as well as representations contained therein, and the fair presentation in conformity with U.S. generally accepted accounting principles. This requires management to perform a year-end closing process to accumulate, reconcile, and summarize information for inclusion in the annual financial statements. During the 2021 audit, the City restated its 2020 financial statements. During the 2022 audit, it was noted that only some of the adjustments necessary for that restatement had been posted correctly. The City posted the remaining adjustments shown below during the 2022 audit.

Entity: San Bernardino County Transportation Authority

- The City incurred \$494,391 for the Mojave Riverwalk Project, which was incorrectly recorded in the Article 8 Fund in 2020, instead of the Article 3 Fund. As a result, amounts were reclassified between the funds.
- The Article 3 Fund had a receivable of \$180,428 as of June 30, 2020; however, amounts were actually received during the year. As a result, these amounts were reflected as cash and revenues, with a corresponding reduction of accounts receivable and unavailable revenues.
- The Article 8 Fund also reported \$178,980 that was incorrectly recorded as cash and negative expenditures in the year ended June 30, 2020. These amounts were subsequently reversed.

Recommendation: That the City enhance its closing policies and procedures to ensure adjustments are properly captured, reconciled, classified, and reported.

- Expenditures charged to the Fund should be supported by a warrant or source document (invoice, requisition, time sheet, equipment rental charge, etc.) clearly identifying the project or other pertinent data to establish a clear audit trail. During testing over payroll expenditures, the distribution of salaries and wages charged to the Fund were not appropriately supported by personnel activity reports, detailed timesheets, or equivalent documentation.

Recommendation: That the City enhance its procedures to ensure that salaries and benefits charged to the Fund are properly supported prior to charging amounts to the fund. This can be achieved through preparing and maintaining the personnel activity reports, detailed timesheets, or equivalent documentation used to allocate time to the Fund in a timely fashion.

The audit for the City of Adelanto is not yet complete.

Financial Impact:

This item has no financial impact on the Fiscal Year 2023/2024 Budget.

Reviewed By:

This item was received by the Transit Committee on August 10, 2023.

Responsible Staff:

Hilda Flores, Chief Financial Officer

Approved
Board of Directors
Date: September 6, 2023

Witnessed By:



Financial Statements
June 30, 2022 and 2021

City of Victorville, California Transportation Development Act Fund

Attachment: Victorville TDA 2022 Final (9866 : Transit Operators and TDA Audits for Fiscal Year 2021/2022)

City of Victorville, California
Transportation Development Act Fund

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Independent Auditor's Report

To the Board of Directors
San Bernardino County Transportation Authority
San Bernardino, California

Report on the Audit of the Financial Statements

Opinions

We have audited the financial statements of the Transportation Development Act Article 3 and 8 Funds (TDA Funds) of the City of Victorville, California (City), as of and for the year ended June 30, 2022 and June 30, 2021, and the related notes to the financial statements, as listed in the table of contents.

In our opinion, the accompanying financial statements referred to above present fairly, in all material respects, the financial position of the TDA Funds of the City, as of June 30, 2022 and June 30, 2021, and the changes in its financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States (*Government Auditing Standards*). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the City, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Emphasis of Matter

As discussed in Note 1, the financial statements present only the TDA Funds, and do not purport to, and do not, present fairly the financial position of the City as of June 30, 2022 and June 30, 2021, the changes in its financial position, or, where applicable, its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to this matter.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the budgetary comparison information as listed in the table of contents be presented to supplement the basic financial statements. Such information is the responsibility of management and although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Management has omitted the management's discussion and analysis that accounting principles generally accepted in the United States of America require to be presented to supplement the basic financial statements. Such missing information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. Our opinion on the basic financial statements is not affected by the missing information.

Other Information

Management is responsible for the other information included in the annual report. The other information comprises the schedule of allocations received and expended, by project year, as listed in the table of contents, but does not include the basic financial statements and our auditor's report thereon. Our opinion on the basic financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon.

In connection with our audit of the basic financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated May 11, 2023, on our consideration of the City's internal control over financial reporting of the TDA Funds and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over financial reporting and compliance, as it relates to the TDA Funds.



Rancho Cucamonga, California
May 11, 2023

City of Victorville, California
Transportation Development Act Funds

Balance Sheets
June 30, 2022

	2022 Article 3	2022 Article 8
Assets		
Cash and investments	\$ -	\$ 1,184,859
Accounts receivable	-	6,139
Due from other governments	-	4
	<u>-</u>	<u>4</u>
Total assets	<u>\$ -</u>	<u>\$ 1,191,002</u>
Liabilities and Fund Balance		
Liabilities		
Accounts payable	\$ 119,370	\$ 14,078
Retention payable	12,480	-
Due to the City of Victorville	1,066,238	-
Deposit trust	-	8,786
	<u>-</u>	<u>8,786</u>
Total liabilities	<u>1,198,088</u>	<u>22,864</u>
Fund Balance		
Restricted	-	1,168,138
Unassigned	<u>(1,198,088)</u>	<u>-</u>
Total fund balance (deficit)	<u>(1,198,088)</u>	<u>1,168,138</u>
	<u>\$ -</u>	<u>\$ 1,191,002</u>
Total liabilities and fund balance	<u>\$ -</u>	<u>\$ 1,191,002</u>

Attachment: Victorville TDA 2022 Final (9866 : Transit Operators and TDA Audits for Fiscal Year 2021/2022)

City of Victorville, California
Transportation Development Act Funds

Balance Sheets
June 30, 2021

	2021 Article 3	2021 Article 8
Assets		
Cash and investments	\$ -	\$ 1,279,334
Accounts receivable	-	26,880
Deposits and prepaids	-	44
Due from other governments	-	504,281
	<u>-</u>	<u>504,281</u>
Total assets	<u>\$ -</u>	<u>\$ 1,810,539</u>
Liabilities, Deferred Inflows of Resources and Fund Balance		
Liabilities		
Accounts payable	\$ -	\$ 17,265
Due to the City of Victorville	912,561	-
Deposit trust	-	10,226
	<u>-</u>	<u>10,226</u>
Total liabilities	<u>912,561</u>	<u>27,491</u>
Deferred Inflows of Resources		
Unavailable revenues	-	505,478
	<u>-</u>	<u>505,478</u>
Fund Balance		
Restricted	-	1,277,570
Unassigned	(912,561)	-
	<u>(912,561)</u>	<u>-</u>
Total fund balance (deficit)	<u>(912,561)</u>	<u>1,277,570</u>
Total liabilities, deferred inflows of resources and fund balance	<u>\$ -</u>	<u>\$ 1,810,539</u>

Attachment: Victorville TDA 2022 Final (9866 : Transit Operators and TDA Audits for Fiscal Year 2021/2022)

City of Victorville, California
 Transportation Development Act Funds
 Statements of Revenues, Expenditures and Changes in Fund Balances
 Year Ended June 30, 2022

	2022 Article 3	2022 Article 8
Revenues		
TDA allocation	\$ -	\$ 545,575
Other income	-	46,279
	<u>-</u>	<u>591,854</u>
Total revenues		
Expenditures		
Capital		
TDA expenditures	285,527	701,286
	<u>(285,527)</u>	<u>(109,432)</u>
Net Change in Fund Balance		
Fund Balance (Deficit), Beginning of Year	(912,561)	1,277,570
	<u>(912,561)</u>	<u>1,277,570</u>
Fund Balance (Deficit), End of Year	<u>\$ (1,198,088)</u>	<u>\$ 1,168,138</u>

Attachment: Victorville TDA 2022 Final (9866 : Transit Operators and TDA Audits for Fiscal Year 2021/2022)

City of Victorville, California
 Transportation Development Act Funds
 Statements of Revenues, Expenditures and Changes in Fund Balances
 Year Ended June 30, 2021

	2021 Article 3	2021 Article 8
Revenues		
TDA allocation	\$ 32,715	\$ -
Investment income	-	8,080
Other income	-	39,317
	<u>32,715</u>	<u>47,397</u>
Total revenues	<u>32,715</u>	<u>47,397</u>
Expenditures		
Capital		
TDA expenditures	-	1,117,128
	<u>-</u>	<u>1,117,128</u>
Net Change in Fund Balance	32,715	(1,069,731)
Fund Balance (Deficit), Beginning of Year	<u>(945,276)</u>	<u>2,347,301</u>
Fund Balance (Deficit), End of Year	<u><u>\$ (912,561)</u></u>	<u><u>\$ 1,277,570</u></u>

Attachment: Victorville TDA 2022 Final (9866 : Transit Operators and TDA Audits for Fiscal Year 2021/2022)

City of Victorville, California
Transportation Development Act Funds

Notes to Financial Statements
June 30, 2022 and 2021

Note 1 - General Information

The financial statements are intended to reflect the financial position and changes in financial position of the Transportation Development Act (TDA) Article 3 and Article 8 Funds (TDA Funds). Accordingly, the financial statements do not purport to, and do not, present fairly the financial position of the City of Victorville, California (City), as of June 30, 2022 and 2021, and changes in financial position thereof for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Article 3

The City has entered into a Cooperative Agreement (TDA 3 Agreement) with San Bernardino County Transportation Authority (SBCTA) to enhance bicycle and pedestrian facilities in accordance with Section 99234 of the California Public Utilities Code (Code). According to the Code, TDA Article 3 monies may only be used for facilities provided for the exclusive use of pedestrians and bicycles, including the construction and related engineering expenditures of those facilities, the maintenance of bicycle trails (that are closed to motorized traffic) and bicycle safety education programs. TDA Article 3 Funds may also be used for transportation-related projects that enhance quality of life through the design of pedestrian walkways and bicycle facilities. TDA Article 3 projects may be stand-alone projects, such as projects that serve the needs of commuting bicyclists, including, but not limited to, new trails serving major transportation corridors, secure bicycle parking at employment centers, park and ride lots and transit terminals where other funds are available. TDA Article 3 projects may also be add-ons to normal transportation projects, such as additional sidewalk and bike lanes on a bridge, enhanced pedestrian lighting, and median refuge islands for pedestrians

When an approved project is ready for construction, as evidenced by a contract award or commitment of the participating agency's resources, the participating agency submits a claim to SBCTA for disbursement of TDA Funds. The participating agency may submit the claim, either prior or subsequent to, incurring project expenditures. After review and approval of the claim, SBCTA issues the allocation disbursement instructions to the County Auditor-Controller. Following instruction from SBCTA, funds are disbursed from the County Local Transportation Fund to the participating agency. In accordance with the agreement, the City is required to provide matching funds equal to 10% of the project costs. The City satisfied the 10% match in the fiscal year by utilizing City funding for 10% of the total project costs incurred.

Article 8

SBCTA receives and passes through TDA Article 8 funding to the local claimants for the purposes of local streets and roads in accordance with Section 99400 of the California Public Utilities Code, which may include those purposes necessary and convenient to the development, construction, and maintenance of the city or county's streets and highways network, which further includes planning and contributions to the transportation planning process, acquisition of real property, construction of facilities and buildings. The fund may also be used for passenger rail service operations and capital improvements.

City of Victorville, California
 Transportation Development Act Funds
 Notes to Financial Statements
 June 30, 2022 and 2021

Article 8 Subdivision C further allows payments to counties, cities, and transit districts for their administrative and planning cost with respect to transportation services. A claimant may also receive payments for capital expenditures to acquire vehicles and related equipment, bus shelters, bus benches, and communication equipment for the transportation services.

Payment of Article 8 to any entity that provides public transportation services under contract with the local county, city, or transit district for any group with special transportation assistance needs must be determined by SBCTA.

Note 2 - Significant Accounting Policies

The accounting policies of the TDA Funds of the City conform to accounting principles generally accepted in the United States of America. The following is a summary of significant accounting policies:

A. Fund Accounting

The City accounts for the activity of the TDA Funds in its Article 3 and Article 8 Funds, which are special revenue funds.

The accounts of the City are organized on the basis of funds. A fund is defined as an independent fiscal and accounting entity wherein operations of each fund are accounted for in a separate set of self-balancing accounts that record resources, related benefits, and equity, segregated for the purpose of carrying out specific activities. The City accounts for the TDA activities in separate general ledger accounts within its Article 3 and 8 special revenue funds.

Special revenue funds are used to account for the proceeds derived from specific revenue sources which are restricted or committed to expenditures for specified purposes. Deficit fund balance is categorized as unassigned.

B. Measurement Focus and Basis of Accounting

The special revenue funds of the City are accounted for using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collected within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, revenues are available if they are collected within 60 days of the end of the fiscal period. Expenditures generally are recorded when a liability is incurred.

City of Victorville, California
Transportation Development Act Funds

Notes to Financial Statements
June 30, 2022 and 2021

C. Cash and Investments

Cash and investments are pooled by the City to facilitate cash management and maximize investment opportunities and yields. Investment income resulting from this pooling is allocated to the respective funds including the TDA Fund based upon the average cash balance. The investment policies and the risks related to cash and investments, applicable to the TDA Fund, are those of the City and are disclosed in the City's basic financial statements. The City's basic financial statements can be obtained at City Hall located at 14343 Civic Center Drive, Victorville, California 92393.

The TDA Fund's cash and investments are reported at fair value. The fair value measurements are based on the fair value hierarchy established by generally accepted accounting principles. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. Level 1 inputs are quoted prices in active markets for identical assets; Level 2 inputs are significant other observable inputs; Level 3 inputs are significant unobservable inputs. The TDA Funds' deposits and withdrawals in the City investment pool are made on the basis of \$1 and not fair value. Accordingly, the measurement of fair value of the TDA Funds' investment in the City investment pool is based on inputs that are uncategorized and not defined as a Level 1, Level 2, or Level 3 input.

D. Fund Balances

Fund balance is reported according to the following classifications: nonspendable, restricted, committed, assigned, and unassigned based on the relative strength of the constraints that control how specific amounts can be spent.

Restricted fund balance represents amounts that can be spent only for specific purposes because of constitutional provisions or enabling legislation or because of constraints that are externally imposed by creditors, grantors, contributors, or the laws or regulations of other governments.

Unassigned fund balance (deficit) reflect the residual fund balance, after considering other classifications.

When an expenditure is incurred for purposes for which both restricted and unrestricted fund balance is available, the City considers restricted funds to have been spent first.

E. Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

F. Deferred Inflows of Resources

Deferred inflows of resources represents revenues earned during the period but unavailable to liquidate current liabilities. These amounts are deferred and recognized in the period that the amounts become available.

City of Victorville, California
 Transportation Development Act Funds
 Notes to Financial Statements
 June 30, 2022 and 2021

Note 3 - Accounts Receivable/Due from Other Governments

The accounts receivable and due from other governments balances represent amounts owed to the City or TDA allocations to be received from SBCTA, but not collected as of June 30, 2022 and June 30, 2021.

Note 4 - Allocated Costs

In accordance with the City's cost allocation plan, \$0 and \$258,742 of allocated costs have been charged to the Article 8 Fund for June 30, 2022 and June 30, 2021, respectively. These costs include allocations for departmental costs such as the city manager, risk management, city clerk, finance, information services, city attorney, human resources, fleet maintenance, and city facilities and are included in TDA expenditures.

Note 5 - Deficit Fund Balance

The Article 3 Fund ended the year with a deficit fund balance of \$1,198,088 as of June 30, 2022 and \$912,561 as of June 30, 2021. The deficit is due in part to the timing difference between spending Article 3 funding and recognizing the related revenue.

Note 6 - Due to the City of Victorville

On June 30, 2022 and 2021, respectively, the Article 3 Fund owed the City \$1,066,238 and \$912,561 which represents short term borrowings from the City's investment pool.



Required Supplementary Information
June 30, 2022 and 2021

City of Victorville, California

Transportation Development Act Funds

City of Victorville, California
Transportation Development Act Funds

Schedules of Revenues, Expenditures and Changes in Fund Balance – Budget and Actual – TDA Article 3 Fund
Years Ended June 30, 2022 and 2021

	Budget			Variance From Final Budget Positive (Negative)
<u>June 30, 2022</u>	<u>Original</u>	<u>Final</u>	<u>Actual</u>	
Revenues				
TDA allocation	\$ -	\$ 249,600	\$ -	\$ (249,600)
Expenditures				
Capital				
TDA expenditures	-	667,384	285,527	381,857
Net Change in Fund Balance	-	(417,784)	(285,527)	132,257
Fund Balance (Deficit), Beginning of Year	(912,561)	(912,561)	(912,561)	-
Fund Balance (Deficit), End of Year	<u>\$ (912,561)</u>	<u>\$ (1,330,345)</u>	<u>\$ (1,198,088)</u>	<u>\$ 132,257</u>
<u>June 30, 2021</u>	<u>Original</u>	<u>Final</u>	<u>Actual</u>	Variance From Final Budget Positive (Negative)
Revenues				
TDA allocation	\$ 259,000	\$ 259,000	\$ 32,715	\$ (226,285)
Other Income	139,028	139,028	-	(139,028)
Total revenues	<u>398,028</u>	<u>398,028</u>	<u>32,715</u>	<u>(365,313)</u>
Expenditures				
Capital				
TDA expenditures	<u>417,784</u>	<u>454,350</u>	<u>-</u>	<u>454,350</u>
Net Change in Fund Balance	(19,756)	(56,322)	32,715	89,037
Fund Balance (Deficit), Beginning of Year	(945,276)	(945,276)	(945,276)	-
Fund Balance (Deficit), End of Year	<u>\$ (965,032)</u>	<u>\$ (1,001,598)</u>	<u>\$ (912,561)</u>	<u>\$ 89,037</u>

Attachment: Victorville TDA 2022 Final (9866 : Transit Operators and TDA Audits for Fiscal Year 2021/2022)

City of Victorville, California
Transportation Development Act Funds

Schedules of Revenues, Expenditures and Changes in Fund Balance – Budget and Actual – TDA Article 8 Fund
Years Ended June 30, 2022 and 2021

	Budget			Variance From Final Budget Positive (Negative)
<u>June 30, 2022</u>	<u>Original</u>	<u>Final</u>	<u>Actual</u>	
Revenues				
TDA allocation	\$ 42,000	\$ 546,253	\$ 545,575	\$ (678)
Other income	24,800	24,800	46,279	21,479
Total revenues	66,800	571,053	591,854	20,801
Expenditures				
Capital				
TDA expenditures	1,034,434	1,034,544	701,286	333,258
Net Change in Fund Balance	(967,634)	(463,491)	(109,432)	354,059
Fund Balance, Beginning of Year	1,277,570	1,277,570	1,277,570	-
Fund Balance, End of Year	<u>\$ 309,936</u>	<u>\$ 814,079</u>	<u>\$ 1,168,138</u>	<u>\$ 354,059</u>
	Budget			Variance From Final Budget Positive (Negative)
<u>June 30, 2021</u>	<u>Original</u>	<u>Final</u>	<u>Actual</u>	
Revenues				
TDA allocation	\$ 504,253	\$ 504,253	\$ -	\$ (504,253)
Investment income	-	-	8,080	8,080
Other income	37,206	30,000	39,317	9,317
Total revenues	541,459	534,253	47,397	(486,856)
Expenditures				
Capital				
TDA expenditures	1,380,468	1,684,625	1,117,128	567,497
Net Change in Fund Balance	(839,009)	(1,150,372)	(1,069,731)	80,641
Fund Balance, Beginning of Year	2,347,301	2,347,301	2,347,301	-
Fund Balance, End of Year	<u>\$ 1,508,292</u>	<u>\$ 1,196,929</u>	<u>\$ 1,277,570</u>	<u>\$ 80,641</u>

Attachment: Victorville TDA 2022 Final (9866 : Transit Operators and TDA Audits for Fiscal Year 2021/2022)

City of Victorville, California
Transportation Development Act Funds
Note to Required Supplementary Information
Years Ended June 30, 2022 and 2021

Note 1 - Budgetary Data

The City adopts an annual budget on a basis consistent with accounting principles generally accepted in the United States of America. The legal level of budgetary control is at the fund level.



Supplementary Information
June 30, 2022

City of Victorville, California Transportation Development Act Funds

Attachment: Victorville TDA 2022 Final (9866 : Transit Operators and TDA Audits for Fiscal Year 2021/2022)

City of Victorville, California
 Transportation Development Act Funds
 Schedule of Allocations Received and Expended, by Project Year
 Year Ended June 30, 2022

Article	Project/Use	Year Allocated	Allocation Amount	Unspent Allocations at 06/30/2021	Expenditures	Unspent Allocations at 06/30/2022
Article 3	Old Town Sidewalk Connectivity	2019-20	\$ 244,000	\$ 244,000	\$ -	\$ 244,000
Article 3	Bear Valley Rd, Jacaranda to Fish Hatchery	2017-18	559,000	36,566	-	36,566
Article 3	Arrowhead Drive/7th Avenue Bike Lane	2017-18	249,600	249,600	249,600	-
Article 3	ADA Compliance (pass-through VVTA)	2015-16	594,500	125,350	35,927	89,423
Total current year article 3 allocations			<u>\$ 1,647,100</u>	<u>\$ 655,516</u>	<u>\$ 285,527</u>	<u>\$ 369,989</u>
Article 8	Streets & Road Maintenance	2020-21	\$ 504,253	\$ 504,253	\$ 153,806	\$ 350,447
Article 8	Streets & Road Maintenance	2019-20	1,072,772	547,480	547,480	-
Article 8	Streets & Road Maintenance	2021-22	1,135,102	-	-	1,135,102
Total current year article 8 allocations			<u>\$ 2,712,127</u>	<u>\$ 1,051,733</u>	<u>\$ 701,286</u>	<u>\$ 1,485,549</u>

Attachment: Victorville TDA 2022 Final (9866 : Transit Operators and TDA Audits for Fiscal Year 2021/2022)



Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards and Transportation Development Act Compliance Requirements

To the Board of Directors
San Bernardino County Transportation Authority
San Bernardino, California

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the Transportation Development Act Article 3 and Article 8 Funds (TDA Funds) of the City of Victorville, California (City), as of and for the year ended June 30, 2022 and the related notes to the financial statements, and have issued our report thereon dated May 11, 2023. Our report included an emphasis of matter stating that the financial statements of the TDA Funds do not purport to, and do not, present fairly the financial position of the City as of June 30, 2022.

Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting of the TDA Funds (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses may exist that have not been identified. We did identify certain deficiencies in internal control, described in the accompanying schedule of findings and responses as items 2022-001 and 2022-002 that we consider to be material weaknesses.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the financial statements of the TDA Funds of the City are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, including Section 6666 of Part 21 of the California Code of Regulations and the allocation instructions of the San Bernardino County Transportation Authority (SBCTA), noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*, including the requirements of Section 6666 of Part 21 of the California Code of Regulations and the allocation instructions of the SBCTA.

City's Response to Findings

Government Auditing Standards require the auditor to perform limited procedures on the City's response to the findings identified in our audit are described in the accompanying schedule of findings and responses. The City's response was not subjected to the auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on it.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.



Rancho Cucamonga, California
May 11, 2023

City of Victorville, California
 Transportation Development Act Funds
 Schedule of Findings and Responses
 Year Ended June 30, 2022

2022-001

**Financial Reporting
 Material Weakness**

Criteria:

Management is responsible for the preparation of the basic financial statements and all accompanying information as well as representations contained therein, and the fair presentation in conformity with U.S. generally accepted accounting principles. This requires management to perform a year-end closing process to accumulate, reconcile, and summarize information for inclusion in the annual financial statements.

Condition:

During the 2021 audit, the City restated its 2020 financial statements. During the 2022 audit, we noted that only some of the adjustments necessary for that restatement had been posted correctly. The City posted the remaining adjustments shown below during the 2022 audit.

- The City incurred \$494,391 for the Mojave Riverwalk Project, which was incorrectly recorded in the Article 8 Fund in 2020, instead of the Article 3 Fund. As a result, amounts were reclassified between the funds.
- The Article 3 Fund had a receivable of \$180,428 as of June 30, 2020, but amounts were actually received during the year. As a result, these amounts were reflected as cash and revenues, with a corresponding reduction of accounts receivable and unavailable revenues.
- The Article 8 Fund also reported \$178,980 that was incorrectly recorded as cash and negative expenditures in the year ended June 30, 2020. These amounts were subsequently reversed.

Cause:

The City's closing procedures did not ensure all amounts were reflected in the proper funds or ensure that all necessary adjustments were recorded properly.

Effect:

The current year's beginning fund balance did not agree with the prior year's audited TDA report ending fund balance.

Recommendation:

We recommend that the City enhance its closing policies and procedures to ensure adjustments are properly captured, reconciled, classified, and reported.

Attachment: Victorville TDA 2022 Final (9866 : Transit Operators and TDA Audits for Fiscal Year 2021/2022)

City of Victorville, California
 Transportation Development Act Funds
 Schedule of Findings and Responses
 Year Ended June 30, 2022

Views of Responsible Officials:

Throughout the 2021-22 fiscal year, the finance department added staff to enhance its internal controls and efficiency in preparation for monthly and annual close. The additional staff and training have enabled implementation of additional controls in the form of secondary reviews of both fund balance and project reconciliations as part of its annual audit preparation as well as a review of all closing procedures and assignments.

As part of the FY23-24 budgeting process, the City's Executive Management Team will be requesting the addition of an Internal Auditor position to the Table of Organization to help to identify potential audit issues on an ongoing basis, prior to the external auditing process.

2022-002

**Payroll Expenditures Not Supported
 Material Weakness**

Criteria:

Expenditures charged to the Fund should be supported by a warrant or source document (invoice, requisition, time sheet, equipment rental charge, etc.) clearly identifying the project or other pertinent data to establish a clear audit trail.

Condition:

During testing over payroll expenditures, the distribution of salaries and wages charged to the Fund were not appropriately supported by personnel activity reports, detailed timesheets, or equivalent documentation.

Context:

The condition was noted during our testing for the year ended June 30, 2022.

Effect:

The City included costs for payroll allocations which were supported by budgeted amounts, and not actuals.

Cause:

The City did not maintain source documents used to allocate salaries and benefits to the Fund.

Recommendation:

We recommend the City enhance its procedures to ensure that salaries and benefits charged to the Fund are properly supported prior to charging amounts to the fund. This can be achieved through preparing and maintaining the personnel activity reports, detailed timesheets, or equivalent documentation used to allocate time to the Fund in a timely fashion.

City of Victorville, California
Transportation Development Act Funds
Schedule of Findings and Responses
Year Ended June 30, 2022

Views of Responsible Officials:

Management partially agrees with this finding. The Public Works department annually reviews department and division personnel assignments and allocations. Although we believe that the work performed by the individuals is qualified to be charged to this funding source, we will review and discuss the suggested methods to ensure implementation of an appropriate method reflecting this compliance.

As part of the FY23-24 budgeting process, the City's Executive Management Team will be requesting the addition of an Internal Auditor position to the Table of Organization to help to identify potential audit issues on an ongoing basis, prior to the external auditing process.

City of Victorville, California
Transportation Development Act Funds
Summary Schedule of Prior Audit Findings
Year Ended June 30, 2022

Finding No.	Description	Status
2021-001	Restatement related to Revenue Recognition	Implemented

Attachment: Victorville TDA 2022 Final (9866 : Transit Operators and TDA Audits for Fiscal Year 2021/2022)

Minute Action

AGENDA ITEM: 12

Date: September 6, 2023

Subject:

Amendment to the San Bernardino County Transportation Authority Administrative Code

Recommendation:

That the Board, acting as the San Bernardino County Transportation Authority, adopt Ordinance No. 24-001 amending the San Bernardino County Transportation Authority Administrative Code.

Background:

On June 7, 2017, the Board of Directors adopted Ordinance No. 17-001 establishing the San Bernardino County Transportation Authority (SBCTA) Administrative Code (Code). Recently, SBCTA Executive Management became aware that the Code provides that the Board appoints, fixes the total compensation of, and removes the Board Secretary and Treasurer. This is not, and has never been, SBCTA's practice: the appointment, fixing of compensation and removal of the Secretary (Clerk of the Board) and Treasurer (Chief Financial Officer) has always been effected in the same manner as all other agency employees. The only employees appointed/removed by the Board, and for whom the Board fixes compensation, are the Executive Director and General Counsel.

Staff recommends revising the Code to accurately reflect SBCTA's continuing practice with regard to the Board Secretary and Treasurer. Since the Administrative Code was adopted by ordinance, any amendments to the Code must also be made by ordinance. Staff has complied with all legal requirements for ordinance adoption, including introduction, reading and publication. A summary of the proposed ordinance was published and posted on August 16, 2023. If Ordinance No. 24-001 is adopted today, a summary of the ordinance will be published and posted as required by law before September 21, 2023, and it will be effective on October 7, 2023.

Financial Impact:

This item has no financial impact on the Fiscal Year 2023/2024 Budget.

Reviewed By:

This item was reviewed and discussed at the Board meeting held on July 5, 2023. SBCTA General Counsel has reviewed this item and the proposed ordinance amending the Administrative Code. After the first reading of the amendment at the July 5 Board meeting, some non-substantive errors in other parts of the Administrative Code were caught. These errors will be corrected in a subsequent revision.

Responsible Staff:

Julianna Tillquist, General Counsel

Board of Directors Agenda Item
September 6, 2023
Page 2

Approved
Board of Directors
Date: September 6, 2023
Witnessed By:

SBCTA ORDINANCE NO. 24-001

AN ORDINANCE AMENDING SECTION 2-01-160 OF THE SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY ADMINISTRATIVE CODE REGARDING POWERS AND DUTIES OF THE BOARD OF DIRECTORS

The Board of Directors of the San Bernardino County Transportation Authority does ordain as follows:

SECTION I. Section 2-01-160 of the San Bernardino County Transportation Authority Administrative Code (Ordinance 17-001) is hereby amended to read as follows:

“2-01-160 Powers and Duties. The Board of Directors shall:

1. Conduct the affairs of SBCTA.
2. Make policy decisions and the determination of policy matters.
3. Review the proposed budget submitted by the Executive Director and shall adopt an annual budget. The Board shall have the power to transfer funds within the total budget amount in order to meet unanticipated needs or changed situation.
4. Appoint, fix the total compensation of, and remove an Executive Director, a General Counsel, and such other officers as the Board deems necessary to carry out the duties and functions of SBCTA.
5. Create and discontinue positions in the employ of SBCTA and fix total compensation of such positions.”

SECTION II. EFFECTIVE DATE.

This ordinance shall be effective on October 7, 2023.

ADOPTED by the San Bernardino County Transportation Authority Board of Directors at its meeting on September 6, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTION:

Dawn M. Rowe, Board President
San Bernardino County Transportation Authority

ATTEST:

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

San Bernardino County Transportation Authority

Administrative Code

Title 1 General Provisions

Chapter 1-01 Establishment

1-01-010 Code Adoption. This Administrative Code of the San Bernardino County Transportation Authority (“SBCTA”) is adopted pursuant to California Public Utilities Code § 130105. This Administrative Code prescribes the powers and duties of SBCTA officers, the method of appointment of SBCTA employees, and methods, procedures, and systems of operation and management of the SBCTA.

1-01-020 Code Amendment. This Administrative Code may be amended from time to time by the Board of Directors as deemed necessary or useful to accomplish the purposes of SBCTA.

1-01-030 SBCTA. Throughout this code wherever reference is made to SBCTA that reference shall mean the same as the San Bernardino County Transportation Authority.

1-01-040 Citation. This code shall be known as the “San Bernardino County Transportation Authority Administrative Code” or “SBCTA Administrative Code” and it shall be sufficient to refer to either title in any legal proceeding where it is cited. It shall be sufficient to designate any ordinance, adding to, amending, correcting or repealing all or any part of the code as an addition, amendment to, correction or repeal of the SBCTA Administrative Code.

Title 2 Administration

Chapter 2-01 Board of Directors

2-01-010 Governing Board. SBCTA is governed by a Board of Directors. Membership of the Board of Directors shall be as set forth in Public Utilities Code Section 130815(a).

2-01-020 Alternates. Board alternates may be appointed and serve in place of the Board members as provided in Public Utilities Code Section 130815(b).

2-01-030 Board of Directors Quorum. A majority of the voting members of the Board of Directors shall constitute a quorum for the transaction of business. Except for any decision for which more than a majority vote is specifically required, all official acts of the Board of Directors shall require the affirmative vote of a majority of the voting members of the Board.

2-01-040 Board of Directors Regular Meetings. The regular meetings of the Board of Directors shall be held at such times as shall be designated by the Board, and as shall be coordinated with the regular meetings of the San Bernardino Associated Governments Board. The meeting location shall be determined the preceding month by the Board of Directors.

2-01-050 Board of Directors Special Meetings. Special meetings of the Board of Directors may be called at any time in the manner provided by Government Code Section 54956.

2-01-060 Adjourned Meetings. The Board of Directors may adjourn any regular, adjourned regular, special or adjourned special meeting to a time and place specified in the order of adjournment in accordance with Government Code Section 54955.

2-01-070 Ralph M. Brown Act. All meetings of the Board of Directors and of its standing committees shall be conducted in accordance with the requirements of the Ralph M. Brown Act (Chapter 9, commencing with Section 54950, Part 1, Division 2, Title 5 of the Government Code).

2-01-080 Rules of Procedure. The Board of Directors may adopt rules governing the proceedings of the Board of Directors and of its standing and ad hoc committees. Such rules may be suspended or modified from time to time by action of the Board of Directors. All proceedings of the Board of Directors and of its standing and ad hoc committees shall be governed by applicable law and such rules as are adopted by the Board of Directors. The General Counsel shall act as parliamentarian and, on request of the President, shall give parliamentary advice. The failure to follow Board adopted procedures shall not invalidate any action taken.

2-01-090 Committees. The Board of Directors may establish standing committees and may adopt policies governing the committees' subject matter jurisdiction, membership, committee appointments, quorum requirements, and other procedures. Committees shall meet on the call of their chairpersons or as otherwise provided by Board adopted policies. The Board of Directors may delegate to committees any responsibilities authorized by law including the power to approve contracts with a super-majority vote. The President of the Board of Directors may designate ad hoc committees to study specific projects or matters subject to the concurrence of the Board of Directors, and shall make appointments to ad hoc committees.

2-01-100 Advisory Committees. The Board shall appoint advisory committees as provided under Public Utilities Code Section 130105.

2-01-110 Public Hearings. Certain actions taken by the Board must be preceded by a public hearing. Public hearings shall be conducted when required and in the manner specified by statute.

2-01-120 Board Officers. Officers of SBCTA shall consist of a President, and a Vice President, who shall all be voting members of the Board of Directors. The President shall be the presiding officer of the Board of Directors. The Vice President shall act in his or her absence. In the event of their absence or inability to act, the members present, by an order entered in the minutes, shall select one of their members to act as President Pro Tempore, who, while so acting, shall have all of the authority of the President.

2-01-130 Elections. The President and Vice President shall be elected by the Board of Directors from among its own membership annually at the last regular meeting of SBCTA's fiscal year and shall take office at the next regular Board meeting subsequent to the election. A representative may serve any number of one-year terms of office as President or Vice President provided that no representative shall serve more than two consecutive one-year terms in the same office.

2-01-140 Vacancies. A vacancy shall immediately occur in the office of the President or Vice President if the officer resigns from the office, or ceases to be a member of the Board. Upon the occurrence of a vacancy in the office of President or Vice President, the Board of Directors shall elect a President or Vice President, as the case may be, from among its members at-large to serve for the balance of the unexpired term.

2-01-150 Nominations. A seven-member nominating committee, consisting of one county supervisor and two representatives each from the East Valley, Mountain/Desert and West Valley subareas, who are appointed by their respective subarea or county representatives, shall nominate representatives from any of the subareas and/or the county for the office of President and/or office of Vice President. The President shall serve on the nominating committee as the representative from his/her subarea or county. Candidates for the office of President or Vice President may apply to the nominating committee. Members of the nominating committee, except for the President and the Vice President, if applicable, shall not be eligible for election as the President or Vice President. This nominating committee process shall apply preceding any election of President or Vice President.

2-01-160 Powers and Duties. The Board of Directors shall:

1. Conduct the affairs of SBCTA.
2. Make policy decisions and the determination of policy matters.
3. Review the proposed budget submitted by the Executive Director and shall adopt an annual budget. The Board shall have the power to transfer funds within the total budget amount in order to meet unanticipated needs or changed situation.
4. Appoint, fix the total compensation of, and remove an Executive Director, a General Counsel, ~~Secretary, Treasurer~~ and such other officers as the Board deems necessary to carry out the duties and functions of SBCTA.

5. Create and discontinue positions in the employ of SBCTA and fix total compensation of such positions.

Chapter 2-05 Board Actions

2-05-010 Motions/Minute Order. The Board may take action by way of motion or minute order if:

1. The action is non-penal in nature;
2. The action is not intended to be a local law;
3. An ordinance or resolution is not specifically required; or
4. A formal document reflecting the Board's action is not necessary.

2-05-020 Resolutions. The Board may take action by resolution when authorized or required by statute. Resolutions may also be adopted to evidence any decision made by the Board within SBCTA's police power. Resolutions become effective immediately upon adoption by the Board, unless otherwise specified by statute or by the resolutions.

2-05-030 Ordinances. Ordinances shall be introduced, adopted, posted or published, and effective as set forth in Title 4, Division 3, Part 2, Chapter 2 of the California Government Code. References to City Clerk, City Council and Mayor shall mean Clerk of the Board, Board of Directors and Board President respectively.

Chapter 2-10 Executive Director

2-10-010 Chief Administrative Officer. The Executive Director shall be the chief administrative officer of SBCTA.

2-10-020 Compensation. He or she shall receive such compensation as may be fixed by the Board of Directors.

2-10-030 Powers and Duties. The powers and duties of the Executive Director are:

1. Subject to the authority of the Board of Directors, to administer the affairs of SBCTA.
2. To appoint, direct and remove all employees, who are not Board of Directors appointees.
3. Annually to prepare and present a proposed budget to the Board of Directors and to control the approved budget.
4. To attend the meetings of the Board of Directors.
5. To perform such other and additional duties as the Board of Directors may require.

2-10-040 SBCOG. The Executive Director may also serve as Executive Director of San Bernardino Associated Governments with no additional compensation.

Chapter 2-15 Board Secretary

2-15-010 Clerk of the Board. The Board Secretary shall be the Clerk of the Board. The Secretary shall keep a record of all proceedings and perform the usual duties of such office.

2-15-020 SBCOG. The Board Secretary may also serve as Clerk of the Board of San Bernardino Associated Governments with no additional compensation.

Chapter 2-20 General Counsel

2-20-010 General Counsel. The General Counsel shall be the chief legal advisor of SBCTA.

2-20-020 Compensation. She or he shall receive such compensation as may be fixed by the Board of Directors.

2-20-030 Powers and Duties. The powers and duties of the General Counsel are:

1. Subject to the direction of the Board of Directors, to provide legal advice and representation for SBCTA.
2. To appoint, retain, direct and remove all legal counsel and legal staff of SBCTA.
3. To attend the meetings of the Board of Directors.
4. To perform such other and additional duties as the Board of Directors may require.

2-20-040 SBCOG. The SBCTA General Counsel may also serve as the General Counsel for San Bernardino Associated Governments with no additional compensation.

Chapter 2-30 Board Treasurer

2-30-010 Chief Financial Officer. The Board Treasurer shall be the SBCTA Chief Financial Officer. The Treasurer shall have custody of all funds, and perform the usual duties of such office.

2-30-020 SANBAG. The SBCTA Chief Financial Officer may also serve as the Treasurer of the San Bernardino Associated Governments with no additional compensation.

Chapter 2-40 Claims for Money or Damages

2-40-010 Applicability. All claims for money or damages against SBCTA are governed by Division 3.6 (commencing with Section 810) of Title 1 of the Government Code (Government Claims Act) except as provided therein, or by other expressly applicable statutes or regulations.

2-40-020. Section 905 Excepted Claims. Pursuant to Government Code Section 935, all claims against SBCTA for money or damages which are excepted by Section 905 of the Government Code from the provisions of Chapters 1 and 2 of Part 3 of

Division 3.6 of Title 1 of the Government Code, and which are not governed by any other statutes or regulations expressly relating thereto, shall be governed by the procedures prescribed in this chapter.

2-40-030 Claim Prerequisites. No suit for money or damages may be brought against SBCTA on a cause of action specified in section 2-40-020 unless a written claim therefore has first been filed and acted upon in conformity with this chapter and Government Code Sections 945.6 and 946.

2-40-040 Claims - Time Limitation. The claim for any cause of action specified in section 2-40-020 shall be presented in the manner provided in section 2-40-050 not later than one year after the accrual of the cause of action; except that a claim on a cause of action for death or for injury to person or to personal property or growing crops shall be presented not later than six months after the accrual of the cause of action.

2-40-050 Claims - Presentation and Contents. A signed, written claim shall be presented to SBCTA by mailing or delivering it to the Board Secretary by the claimant or by a person acting on the claimant's behalf. The claim shall conform to the requirements of Government Code Section 910 or of a form provided by SBCTA.

2-40-060 Claims - Late Filing. The late filing of claims governed by this chapter will be subject to the procedures set forth in those provisions of the Government Code referred to in subdivision (e) of Government Code Section 935.

2-40-070 Denial of Claims. Authority to deny claims filed under Government Code Section 935 or under the Government Claims Act may be delegated by Board policy adopted by resolution or ordinance.

2-40-080 Settlement of Claims. Authority to settle claims filed under Government Code Section 935 or under the Government Claims Act may be delegated by Board policy adopted by resolution or ordinance.

Title 3 Finance

Chapter 3-01 Budget

3-01-010 Budget submission and adoption. The SBCTA budget shall be submitted to the Board of Directors by the executive Director on or before the second to last regular meeting of each fiscal year. The annual budget shall be adopted by the Board of Directors not later than the last regular meeting of each fiscal year.

3-01-020 Public hearing. Notice of the time and place of the public hearing for the adoption of the annual budget shall be published pursuant to Section 6061 of the Government

Code, and shall be published not later than the 15th day prior to the date of the hearing. (Public Utilities Code Section 130106)

3-01-030 Public inspection. The proposed annual budget shall be available for public inspection at least 15 days prior to the hearing. (Public Utilities Code Section 130106)

Title 4 Contracting

Chapter 4-01

4-01-010 Procurements. All contracts and purchase orders for construction projects, professional, non-professional and maintenance services, leases of real property, and the purchase of goods shall be processed in accordance with California Public Utilities and Public Contract Codes, state and federal law, and policies established and adopted by the Board of Directors. The Board of Directors may authorize the waiver of such policies to the extent not inconsistent with state or federal law.

4-01-020 Real Property. All contracts for leases, acquisitions, dispositions and use of real property shall be processed in accordance with state and federal law, and policies established and adopted by the Board of Directors. All real property which is owned by or under the control and jurisdiction of SBCTA shall be managed, maintained, operated and used in accordance with policies adopted by the Board of Directors.

Title 5 Personnel

Chapter 5-01

5-01-010 Board. The Board of Directors shall have authority over staffing of SBCTA. Such authority shall be exercised through budgeting decisions and the adoption of personnel policies.

5-01-020 Policies. The Executive Director shall have sole authority and responsibility to provide the management, interpretation and application of all personnel policies and shall maintain and enforce personnel procedures consistent with these policies.

5-01-030 SANBAG. SBCTA staff may serve as staff of San Bernardino Associated Governments subject to reimbursement of SBCTA's staffing costs.

San Bernardino County Transportation Authority

Administrative Code

Title 1 General Provisions

Chapter 1-01 Establishment

1-01-010 Code Adoption. This Administrative Code of the San Bernardino County Transportation Authority (“SBCTA”) is adopted pursuant to California Public Utilities Code § 130105. This Administrative Code prescribes the powers and duties of SBCTA officers, the method of appointment of SBCTA employees, and methods, procedures, and systems of operation and management of the SBCTA.

1-01-020 Code Amendment. This Administrative Code may be amended from time to time by the Board of Directors as deemed necessary or useful to accomplish the purposes of SBCTA.

1-01-030 SBCTA. Throughout this code wherever reference is made to SBCTA that reference shall mean the same as the San Bernardino County Transportation Authority.

1-01-040 Citation. This code shall be known as the “San Bernardino County Transportation Authority Administrative Code” or “SBCTA Administrative Code” and it shall be sufficient to refer to either title in any legal proceeding where it is cited. It shall be sufficient to designate any ordinance, adding to, amending, correcting or repealing all or any part of the code as an addition, amendment to, correction or repeal of the SBCTA Administrative Code.

Title 2 Administration

Chapter 2-01 Board of Directors

2-01-010 Governing Board. SBCTA is governed by a Board of Directors. Membership of the Board of Directors shall be as set forth in Public Utilities Code Section 130815(a).

2-01-020 Alternates. Board alternates may be appointed and serve in place of the Board members as provided in Public Utilities Code Section 130815(b).

2-01-030 Board of Directors Quorum. A majority of the voting members of the Board of Directors shall constitute a quorum for the transaction of business. Except for any decision for which more than a majority vote is specifically required, all official acts of the Board of Directors shall require the affirmative vote of a majority of the voting members of the Board.

2-01-040 Board of Directors Regular Meetings. The regular meetings of the Board of Directors shall be held at such times as shall be designated by the Board, and as shall be coordinated with the regular meetings of the San Bernardino Associated Governments Board. The meeting location shall be determined the preceding month by the Board of Directors.

2-01-050 Board of Directors Special Meetings. Special meetings of the Board of Directors may be called at any time in the manner provided by Government Code Section 54956.

2-01-060 Adjourned Meetings. The Board of Directors may adjourn any regular, adjourned regular, special or adjourned special meeting to a time and place specified in the order of adjournment in accordance with Government Code Section 54955.

2-01-070 Ralph M. Brown Act. All meetings of the Board of Directors and of its standing committees shall be conducted in accordance with the requirements of the Ralph M. Brown Act (Chapter 9, commencing with Section 54950, Part 1, Division 2, Title 5 of the Government Code).

2-01-080 Rules of Procedure. The Board of Directors may adopt rules governing the proceedings of the Board of Directors and of its standing and ad hoc committees. Such rules may be suspended or modified from time to time by action of the Board of Directors. All proceedings of the Board of Directors and of its standing and ad hoc committees shall be governed by applicable law and such rules as are adopted by the Board of Directors. The General Counsel shall act as parliamentarian and, on request of the President, shall give parliamentary advice. The failure to follow Board adopted procedures shall not invalidate any action taken.

2-01-090 Committees. The Board of Directors may establish standing committees and may adopt policies governing the committees' subject matter jurisdiction, membership, committee appointments, quorum requirements, and other procedures. Committees shall meet on the call of their chairpersons or as otherwise provided by Board adopted policies. The Board of Directors may delegate to committees any responsibilities authorized by law including the power to approve contracts with a super-majority vote. The President of the Board of Directors may designate ad hoc committees to study specific projects or matters subject to the concurrence of the Board of Directors, and shall make appointments to ad hoc committees.

2-01-100 Advisory Committees. The Board shall appoint advisory committees as provided under Public Utilities Code Section 130105.

2-01-110 Public Hearings. Certain actions taken by the Board must be preceded by a public hearing. Public hearings shall be conducted when required and in the manner specified by statute.

2-01-120 Board Officers. Officers of SBCTA shall consist of a President, and a Vice President, who shall all be voting members of the Board of Directors. The President shall be the presiding officer of the Board of Directors. The Vice President shall act in his or her absence. In the event of their absence or inability to act, the members present, by an order entered in the minutes, shall select one of their members to act as President Pro Tempore, who, while so acting, shall have all of the authority of the President.

2-01-130 Elections. The President and Vice President shall be elected by the Board of Directors from among its own membership annually at the last regular meeting of SBCTA's fiscal year and shall take office at the next regular Board meeting subsequent to the election. A representative may serve any number of one-year terms of office as President or Vice President provided that no representative shall serve more than two consecutive one-year terms in the same office.

2-01-140 Vacancies. A vacancy shall immediately occur in the office of the President or Vice President if the officer resigns from the office, or ceases to be a member of the Board. Upon the occurrence of a vacancy in the office of President or Vice President, the Board of Directors shall elect a President or Vice President, as the case may be, from among its members at-large to serve for the balance of the unexpired term.

2-01-150 Nominations. A seven-member nominating committee, consisting of one county supervisor and two representatives each from the East Valley, Mountain/Desert and West Valley subareas, who are appointed by their respective subarea or county representatives, shall nominate representatives from any of the subareas and/or the county for the office of President and/or office of Vice President. The President shall serve on the nominating committee as the representative from his/her subarea or county. Candidates for the office of President or Vice President may apply to the nominating committee. Members of the nominating committee, except for the President and the Vice President, if applicable, shall not be eligible for election as the President or Vice President. This nominating committee process shall apply preceding any election of President or Vice President.

2-01-160 Powers and Duties. The Board of Directors shall:

1. Conduct the affairs of SBCTA.
2. Make policy decisions and the determination of policy matters.
3. Review the proposed budget submitted by the Executive Director and shall adopt an annual budget. The Board shall have the power to transfer funds within the total budget amount in order to meet unanticipated needs or changed situation.
4. Appoint, fix the total compensation of, and remove an Executive Director, a General Counsel, and such other officers as the Board deems necessary to carry out the duties and functions of SBCTA.

5. Create and discontinue positions in the employ of SBCTA and fix total compensation of such positions.

Chapter 2-05 Board Actions

2-05-010 Motions/Minute Order. The Board may take action by way of motion or minute order if:

1. The action is non-penal in nature;
2. The action is not intended to be a local law;
3. An ordinance or resolution is not specifically required; or
4. A formal document reflecting the Board's action is not necessary.

2-05-020 Resolutions. The Board may take action by resolution when authorized or required by statute. Resolutions may also be adopted to evidence any decision made by the Board within SBCTA's police power. Resolutions become effective immediately upon adoption by the Board, unless otherwise specified by statute or by the resolutions.

2-05-030 Ordinances. Ordinances shall be introduced, adopted, posted or published, and effective as set forth in Title 4, Division 3, Part 2, Chapter 2 of the California Government Code. References to City Clerk, City Council and Mayor shall mean Clerk of the Board, Board of Directors and Board President respectively.

Chapter 2-10 Executive Director

2-10-010 Chief Administrative Officer. The Executive Director shall be the chief administrative officer of SBCTA.

2-10-020 Compensation. He or she shall receive such compensation as may be fixed by the Board of Directors.

2-10-030 Powers and Duties. The powers and duties of the Executive Director are:

1. Subject to the authority of the Board of Directors, to administer the affairs of SBCTA.
2. To appoint, direct and remove all employees, who are not Board of Directors appointees.
3. Annually to prepare and present a proposed budget to the Board of Directors and to control the approved budget.
4. To attend the meetings of the Board of Directors.
5. To perform such other and additional duties as the Board of Directors may require.

2-10-040 SBCOG. The Executive Director may also serve as Executive Director of San Bernardino Associated Governments with no additional compensation.

Chapter 2-15 Board Secretary

2-15-010 Clerk of the Board. The Board Secretary shall be the Clerk of the Board. The Secretary shall keep a record of all proceedings and perform the usual duties of such office.

2-15-020 SBCOG. The Board Secretary may also serve as Clerk of the Board of San Bernardino Associated Governments with no additional compensation.

Chapter 2-20 General Counsel

2-20-010 General Counsel. The General Counsel shall be the chief legal advisor of SBCTA.

2-20-020 Compensation. She or he shall receive such compensation as may be fixed by the Board of Directors.

2-20-030 Powers and Duties. The powers and duties of the General Counsel are:

1. Subject to the direction of the Board of Directors, to provide legal advice and representation for SBCTA.
2. To appoint, retain, direct and remove all legal counsel and legal staff of SBCTA.
3. To attend the meetings of the Board of Directors.
4. To perform such other and additional duties as the Board of Directors may require.

2-20-040 SBCOG. The SBCTA General Counsel may also serve as the General Counsel for San Bernardino Associated Governments with no additional compensation.

Chapter 2-30 Board Treasurer

2-30-010 Chief Financial Officer. The Board Treasurer shall be the SBCTA Chief Financial Officer. The Treasurer shall have custody of all funds, and perform the usual duties of such office.

2-30-020 SANBAG. The SBCTA Chief Financial Officer may also serve as the Treasurer of the San Bernardino Associated Governments with no additional compensation.

Chapter 2-40 Claims for Money or Damages

2-40-010 Applicability. All claims for money or damages against SBCTA are governed by Division 3.6 (commencing with Section 810) of Title 1 of the Government Code (Government Claims Act) except as provided therein, or by other expressly applicable statutes or regulations.

2-40-020. Section 905 Excepted Claims. Pursuant to Government Code Section 935, all claims against SBCTA for money or damages which are excepted by Section 905 of the Government Code from the provisions of Chapters 1 and 2 of Part 3 of

Division 3.6 of Title 1 of the Government Code, and which are not governed by any other statutes or regulations expressly relating thereto, shall be governed by the procedures prescribed in this chapter.

2-40-030 Claim Prerequisites. No suit for money or damages may be brought against SBCTA on a cause of action specified in section 2-40-020 unless a written claim therefore has first been filed and acted upon in conformity with this chapter and Government Code Sections 945.6 and 946.

2-40-040 Claims - Time Limitation. The claim for any cause of action specified in section 2-40-020 shall be presented in the manner provided in section 2-40-050 not later than one year after the accrual of the cause of action; except that a claim on a cause of action for death or for injury to person or to personal property or growing crops shall be presented not later than six months after the accrual of the cause of action.

2-40-050 Claims - Presentation and Contents. A signed, written claim shall be presented to SBCTA by mailing or delivering it to the Board Secretary by the claimant or by a person acting on the claimant's behalf. The claim shall conform to the requirements of Government Code Section 910 or of a form provided by SBCTA.

2-40-060 Claims - Late Filing. The late filing of claims governed by this chapter will be subject to the procedures set forth in those provisions of the Government Code referred to in subdivision (e) of Government Code Section 935.

2-40-070 Denial of Claims. Authority to deny claims filed under Government Code Section 935 or under the Government Claims Act may be delegated by Board policy adopted by resolution or ordinance.

2-40-080 Settlement of Claims. Authority to settle claims filed under Government Code Section 935 or under the Government Claims Act may be delegated by Board policy adopted by resolution or ordinance.

Title 3 Finance

Chapter 3-01 Budget

3-01-010 Budget submission and adoption. The SBCTA budget shall be submitted to the Board of Directors by the executive Director on or before the second to last regular meeting of each fiscal year. The annual budget shall be adopted by the Board of Directors not later than the last regular meeting of each fiscal year.

3-01-020 Public hearing. Notice of the time and place of the public hearing for the adoption of the annual budget shall be published pursuant to Section 6061 of the Government

Code, and shall be published not later than the 15th day prior to the date of the hearing. (Public Utilities Code Section 130106)

3-01-030 Public inspection. The proposed annual budget shall be available for public inspection at least 15 days prior to the hearing. (Public Utilities Code Section 130106)

Title 4 Contracting

Chapter 4-01

4-01-010 Procurements. All contracts and purchase orders for construction projects, professional, non-professional and maintenance services, leases of real property, and the purchase of goods shall be processed in accordance with California Public Utilities and Public Contract Codes, state and federal law, and policies established and adopted by the Board of Directors. The Board of Directors may authorize the waiver of such policies to the extent not inconsistent with state or federal law.

4-01-020 Real Property. All contracts for leases, acquisitions, dispositions and use of real property shall be processed in accordance with state and federal law, and policies established and adopted by the Board of Directors. All real property which is owned by or under the control and jurisdiction of SBCTA shall be managed, maintained, operated and used in accordance with policies adopted by the Board of Directors.

Title 5 Personnel

Chapter 5-01

5-01-010 Board. The Board of Directors shall have authority over staffing of SBCTA. Such authority shall be exercised through budgeting decisions and the adoption of personnel policies.

5-01-020 Policies. The Executive Director shall have sole authority and responsibility to provide the management, interpretation and application of all personnel policies and shall maintain and enforce personnel procedures consistent with these policies.

5-01-030 SANBAG. SBCTA staff may serve as staff of San Bernardino Associated Governments subject to reimbursement of SBCTA's staffing costs.

Minute Action

AGENDA ITEM: 13

Date: September 6, 2023

Subject:

New Policy No. 10500 - Closed Circuit Television for Santa Fe Depot

Recommendation:

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

Approve Policy No. 10500 – Closed Circuit Television for Santa Fe Depot.

Background:

Cameras were installed as part of the Downtown San Bernardino Passenger Rail Project (DSBPRP) which extended the Metrolink system from the San Bernardino Santa Fe Depot (Depot) to Downtown San Bernardino. The project included reconstruction of the parking lots surrounding the Depot, the construction of new platforms that made the Depot a pass-through station, and the addition of the pedestrian overpass that connects the two new platforms. Included with the project was the installation of a closed-circuit television (CCTV) system to monitor the public areas of the station site, which included cameras at the Depot building public areas, parking lots, multilevel parking lot, platforms, and pedestrian overpass. The CCTV system feeds back to a security room located at the pedestrian overpass and to the security desk located in the Depot lobby, which security personnel can use to view the various cameras around the site.

The purpose of this policy is to provide guidelines for the use of CCTV at the Depot in a way that enhances safety and security but also respects the expectations of reasonable privacy to the public and staff and outlines the responsibilities of staff and handling of CCTV footage.

Financial Impact:

This item is consistent with the Fiscal Year 2023/2024 Budget.

Reviewed By:

This item was reviewed by the General Policy Committee on August 9, 2023, and subsequently updated to omit an inapplicable reference to Sensitive Security Information (SSI) included in the original draft presented to the General Policy Committee. SBCTA General Counsel has reviewed this item.

Responsible Staff:

Colleen Franco, Director of Management Services

Approved
Board of Directors
Date: September 6, 2023
Witnessed By:

Entity: San Bernardino County Transportation Authority

San Bernardino County Transportation Authority	Policy	10500
Adopted by the Board of Directors	September 6, 2023	Revised
Closed Circuit Television for Santa Fe Depot	Revision No.	0

Important Notice: A hardcopy of this document may not be the document currently in effect. The current version is always the version on the SBCTA Intranet.

Table of Contents

[Purpose](#) | [Definitions](#) | [Policy](#) | [Revision History](#) |

I. PURPOSE

The San Bernardino County Transportation Authority ("SBCTA") uses Closed Circuit Television ("CCTV") to monitor the Premises in and around the Santa Fe Depot as well as to facilitate the security and safety of its staff and members of the public conducting business with SBCTA. It is the intent of this policy to serve as guidance to SBCTA for the use of CCTV systems and to outline the responsibilities of respective staff when handling and utilizing CCTV footage.

II. DEFINITIONS

CCTV means Closed Circuit Television and is an acronym used to describe video recording surveillance technologies.

Department Director means any Director of an SBCTA Department and includes Executive Director, Deputy Executive Director, Chief Financial Officer, General Counsel and Assistant General Counsel, as well as those individuals' designees, identified in writing, when those individuals are out of the office or otherwise unavailable.

Santa Fe Depot means the building and adjoining areas located at 1170 W 3rd Street, San Bernardino, CA 92410.

Premises means the following areas in and around the Santa Fe Depot:

- East Parking lot
- West Parking lot (includes parking structure)
- South Parking lot (Front of the Depot)
- Board Room and Main Tile lobby
- Pedestrian bridge and Pedestrian loading zone

III. POLICY

A. General

CCTV monitoring and recording shall be conducted and used only for legitimate SBCTA business reasons in accordance with all existing SBCTA policies, including SBCTA's discrimination, harassment, and retaliation policy.

Legitimate SBCTA business reasons include, but are not limited to, the following:

- Monitoring of persons, property, and buildings (e.g., may include things such as building perimeter, entrances, exits, lobbies, corridors, and rail platforms);
- Assessing threats to the safety and security of persons, property, and buildings within the premises;
- Conducting investigations regarding matters pertaining to employment and other SBCTA operations;
- Enhancing confidence and commitment to the security of premises;
- Responding to inspection or copy requests from the public or other government agencies, subpoenas, search warrants, and other legal mandate for disclosure; and
- Any other legitimate purpose that serves SBCTA's business needs.

SBCTA will maintain a secure server for all SBCTA-owned cameras and provide signage that indicate the presence of CCTV cameras where appropriate. Monitoring and use of footage shall be conducted in a manner that properly balances legitimate SBCTA business reasons with the reasonable expectation to privacy of SBCTA employees, visitors and members of the public. CCTV cameras are prohibited in restrooms, private offices, and individual cubical spaces functioning as individual office spaces.

No audio shall be captured by any CCTV monitoring or recording.

B. Preservation and Retention of Recorded CCTV Footage

CCTV footage may only be preserved in connection to one or more of the purposes defined in Sections II.A and II.C of this Policy. Due to hardware limitations, unless existing footage is preserved, new footage will be captured over the previous footage. The availability of non-preserved footage shall generally not exceed 90 calendar days. All CCTV footage shall be preserved and destroyed in accordance with SBCTA's Records Management and Retention policy except footage subject to a legal hold or other mandate requiring such footage to be preserved.

C. Access to CCTV Footage

1. Law Enforcement Agencies

Requests for CCTV footage from law enforcement agencies will be handled pursuant to the California Public Records Act, unless disclosure is otherwise required by law.

2. SBCTA Staff and Authorized Agents for Legitimate SBCTA Business Reasons

A Department Director's authorization is required before any SBCTA staff or authorized agent may access CCTV cameras or recorded footage. SBCTA staff and authorized agents shall limit such access and use of CCTV cameras and recorded footage to the performance of duly authorized employment or agency-related duties on behalf of and for the benefit of SBCTA and only for a legitimate SBCTA business reason.

3. California Public Records Act (CPRA) Requests

CCTV footage may be subject to the CPRA. Any requests for copies of or access to CCTV footage will be handled as a request under the California Public Records Act, unless otherwise required by law.

4. Subpoenas and Search Warrants

Subpoenas, search warrants, and any other request for access to CCTV cameras or recorded footage made pursuant to a provision of state or federal law, other than the California Public Records Act, must be directed to the General Counsel's Office for review and response.

D. Misuse of CCTV Footage

Any access to or use of CCTV technologies or recorded footage for any purpose other than as authorized by this Policy is prohibited. Violation of this Policy may result in one or more of the following:

- 1) discipline, including, but not limited to, termination of employment;
- 2) termination of engagement;
- 3) civil liabilities;
- 4) criminal prosecution.

IV. REVISION HISTORY

Revision No.	Revisions	Adopted
0	Adopted by the Board of Directors	9/6/2023

Minute Action

AGENDA ITEM: 14

Date: September 6, 2023

Subject:

Update on the Commuter and Motorist Assistance Call Box Program

Recommendation:

Receive information on the status of the San Bernardino County Transportation Authority Call Box Program.

Background:

San Bernardino County Transportation Authority (SBCTA) staff provides periodic updates on the San Bernardino County motorist aide call box system. As background, in 1987, SBCTA established itself as the San Bernardino County Service Authority for Freeway Emergencies (SB SAFE) after the enactment of Senate Bill (SB) 1199 in 1985. The call box program offers motorists travelling on most major highways in San Bernardino County access to a motorist aide call box, that when activated, calls SBCTA's call box answering center. Motorist aide calls may be forwarded to the California Highway Patrol (CHP) to assist motorists with an emergency type of call, or assisted by the call answering call box operator by calling a roadside assistance provider or a friend/family member. Motorist calls which are deemed an emergency (medical emergency, fire, debris on freeway, pedestrians on freeway, accidents, officer needing assistance, etc.) are forwarded directly to the CHP for assistance. Since the inception of the call box program in 1987, more than 1.5 million motorists have been assisted by the San Bernardino call box system.

SBCTA's call box network consists of 777 call boxes. Of those, 750 call boxes operate on the cellular network and 27 call boxes operate on the satellite network. Each cellular and satellite call box is a battery-powered, solar-charged roadside terminal, with a microprocessor and a built-in digital cellular or satellite modem that allows for communications to the SBCTA call answering center. In Fiscal Year (FY) 2022/2023, approximately 2,600 calls were made by motorists. Many of the calls for aide were along highways where cellular reception either does not exist or the signal is unreliable and inconsistent.

Of the 777 call boxes, 32 call boxes are considered in the "urban" areas of the County and 745 call boxes are considered in the "rural" areas of the County. Call boxes in the "urban" region are predominately located along freeway transitions, while the "rural" call boxes are in areas that may have no standard or very limited (signal is unreliable and inconsistent) mobile phone cellular coverage. Generally, these highway segments have poor and/or inconsistent cellular coverage: Interstate 40 (I-40), State Route (SR) 18, SR 38, SR 62, SR 127, SR 330, US 95, US 395, and Fort Irwin Road. In these areas, a standard mobile cell phone may not be able to successfully connect to the cellular network. Because the call boxes are equipped with a high powered external antenna (and some operate on the satellite communication network), the call boxes can provide a connection to the cellular network to complete a call to the call answering center.

With the continued advancement in technology and the proliferation of cellular phone ownership over the past 10-plus years, there has been a decline in the number of calls that have been completed by motorists seeking assistance. The San Bernardino Call Box Program has taken

Entity: San Bernardino County Transportation Authority

steps to re-evaluate and address the size and efficiency of the San Bernardino call box system starting in 2015. As a result of this evaluation, approximately 216 call boxes were removed from the system in 2016. The 2016 reduction of call boxes led to program cost savings, in addition to having a more efficient call box system. Another system-wide evaluation was completed in 2019 (implemented in 2020), which resulted in 247 additional call boxes being removed from the system. Call box staff have plans to conduct another evaluation of the San Bernardino call box system in the Spring/Summer of 2024. The SBCTA Board of Directors will be kept apprised of significant changes in the deployment of the call box system. Maintenance of the call box system is funded primarily (approximately 80 percent) by **Department of Motor Vehicle (DMV) Registration Fees out of the Service Authority for Freeway Emergencies (SAFE) fund (\$1 is allocated to the funding for every vehicle and trailer registered in San Bernardino County). DMV Registration Fees can be used to support the Call Box Program as well as the Freeway Service Patrol Program. The remaining secondary funding for the Call Box Program is the Measure I Valley Fund – Traffic Management Systems. In FY 2022/2023 the Call Box Program expenditures for call box maintenance services, call box call answering center services and call box cellular support services were \$401,600.**

Exhibits A through H are presented within this report and incorporated as attachments:

- **Exhibit A: Call Box locations from June 2023 in San Bernardino County.**
 - Exhibit A displays the location of all call boxes within the County of San Bernardino (County). There are additional tables and maps that display the locations by various regions within the County.
- **Exhibits B through G are Call Box locations in six different areas within the County.**
 - The data within Exhibits B through G includes the information about the spacing/segment length, the number of call boxes, the number of aide calls, emergency calls, and maintenance calls made between July 1, 2022 through June 30, 2023.
 - The regions have been defined as follows:
 - *Exhibit B: Call Box locations in the Mountain Area.*
 - *Exhibit C: Call Box locations in the Victorville and the Cajon Pass Area.*
 - *Exhibit D: Call Box locations in the Barstow and Nevada Border.*
 - *Exhibit E: Call Box locations on the I-40 Corridor.*
 - *Exhibit F: Call Box locations in the Morongo Basin to the Arizona Border Area.*
 - *Exhibit G: Call Box locations in the Valley Area.*
- **Exhibit H: Call Box case studies**

Financial Impact:

This item has no financial impact on the Fiscal Year 2023/2024 Budget.

Reviewed By:

This item was received by the General Policy Committee on August 9, 2023.

Responsible Staff:

Kelly Lynn, Chief of Air Quality & Mobility Programs

San Bernardino County Transportation Authority

Approved
Board of Directors
Date: September 6, 2023
Witnessed By:

INYO COUNTY

Nevada

EXHIBIT A

Call Box Location
San Bernardino
County
SBCTA
June 2023

Arizona

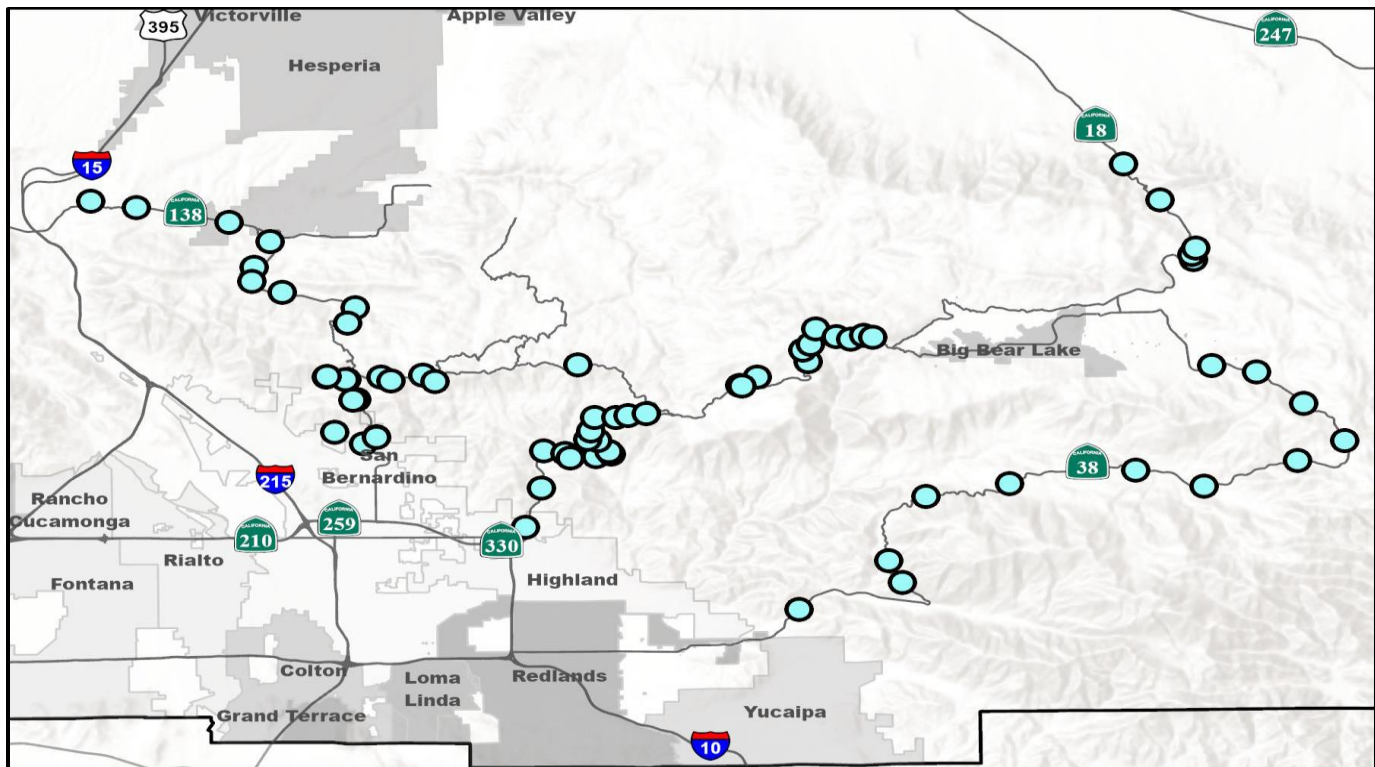
KERN
COUNTY

LOS
ANGELES
COUNTY

RIVERSIDE
COUNTY

Packet Pg. 136

EXHIBIT B: SBCTA LOCATION OF CALL BOXES IN THE MOUNTAIN AREA (FY22-23)









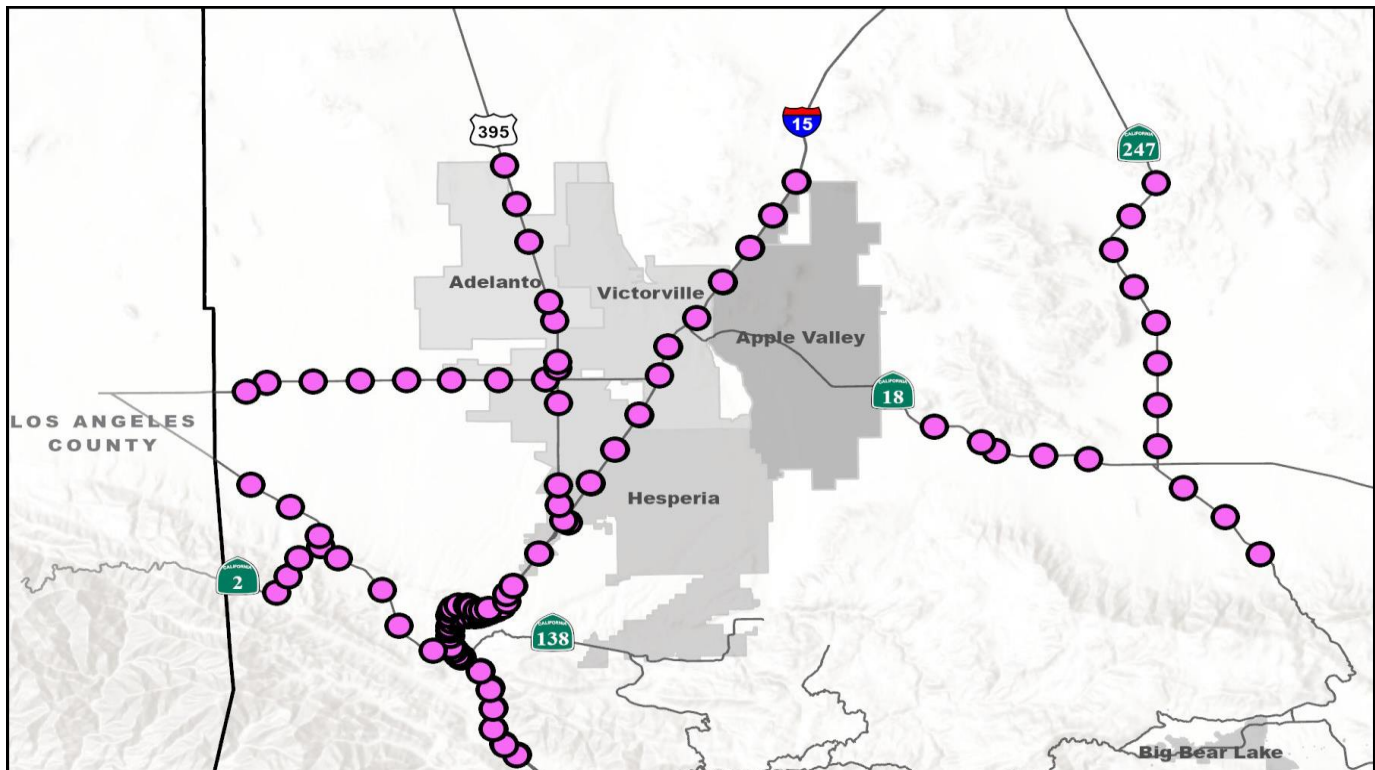
FREEWAY/STATE ROUTE		SPACING/SEGMENT LENGTH	# OF CALL BOXES	# OF AIDE CALLS	# OF EMERGENCY CALLS	# OF MAINT CALLS
	Waterman Canyon to Baylis Park (~21 miles)	2 mile spacing (~11 miles)	14	64	12	10
	Heaps Arboretum to Big Bear Dam	2 miles spacing (~16 miles)	12	133	8	12
	Cushenberry Grade to SO Camp Rock Rd	2 miles spacing (~5 miles)	5	29	5	5
	SO Big Bear to NO Bryant St	~2 miles spacing (~34 miles)	17	233	28	18
	NO Crestline to EO I-15	2 mile spacing (14 miles)	9	41	10	23
	Highland Ave to Running Springs	1 mile spacing (~13 miles)	16	103	12	16

EXHIBIT C: SBCTA SAFE - LOCATION OF CALL BOXES IN THE VICTORVILLE/PASS AREA (FY22-23)







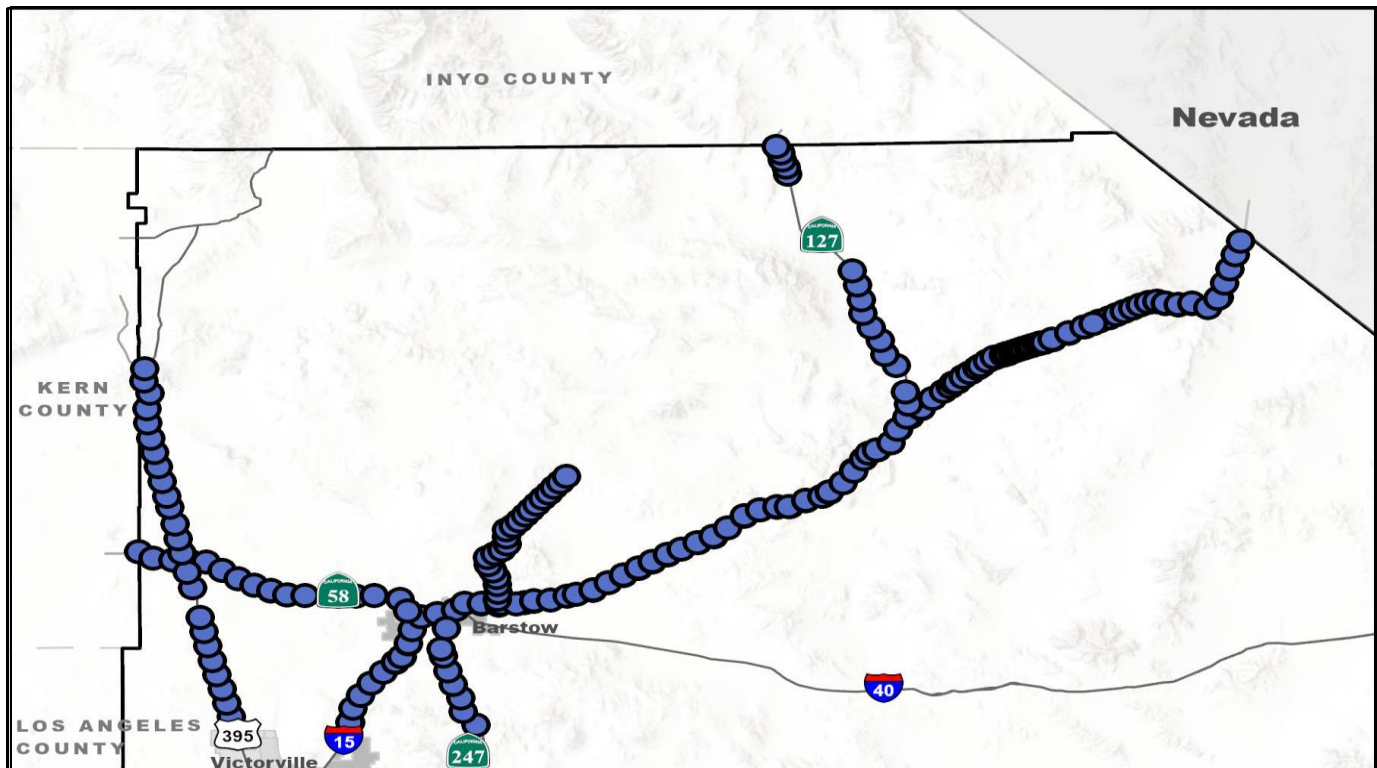
FREEWAY/STATE ROUTE		SPACING/SEGMENT LENGTH	# OF CALL BOXES	# OF AIDE CALLS	# OF EMERGENCY CALLS	# OF MAINT CALLS
	Leading to Wrightwood	1-2 miles spacing (~4 miles)	4	7	1	8
	JNO I-15/215 Split to JNO Victorville City Limit	1/4, 1/2, 1, or 2 miles, depending on grade (~36 miles)	73	192	18	210
	SB/LA County Line to US 395 & Laguna Seca Dr to SR 247	2 miles spacing (~30 miles)	16	58	29	87
	SB/LA County Line to I-15 *7 TEMP REMOVED	2 miles spacing (~10 miles)	7	NA	NA	NA
	Rabbit Springs to 15 miles north of Rabbit Springs	2 miles spacing (~15 miles)	8	13	4	17
	I-15 to JNO Purple Sage St	2 mile spacing (~17 miles)	10	16	4	20

EXHIBIT D: SBCTA SAFE - LOCATION OF CALL BOXES IN THE BARSTOW/NEVADA BORDER (FY22-23)






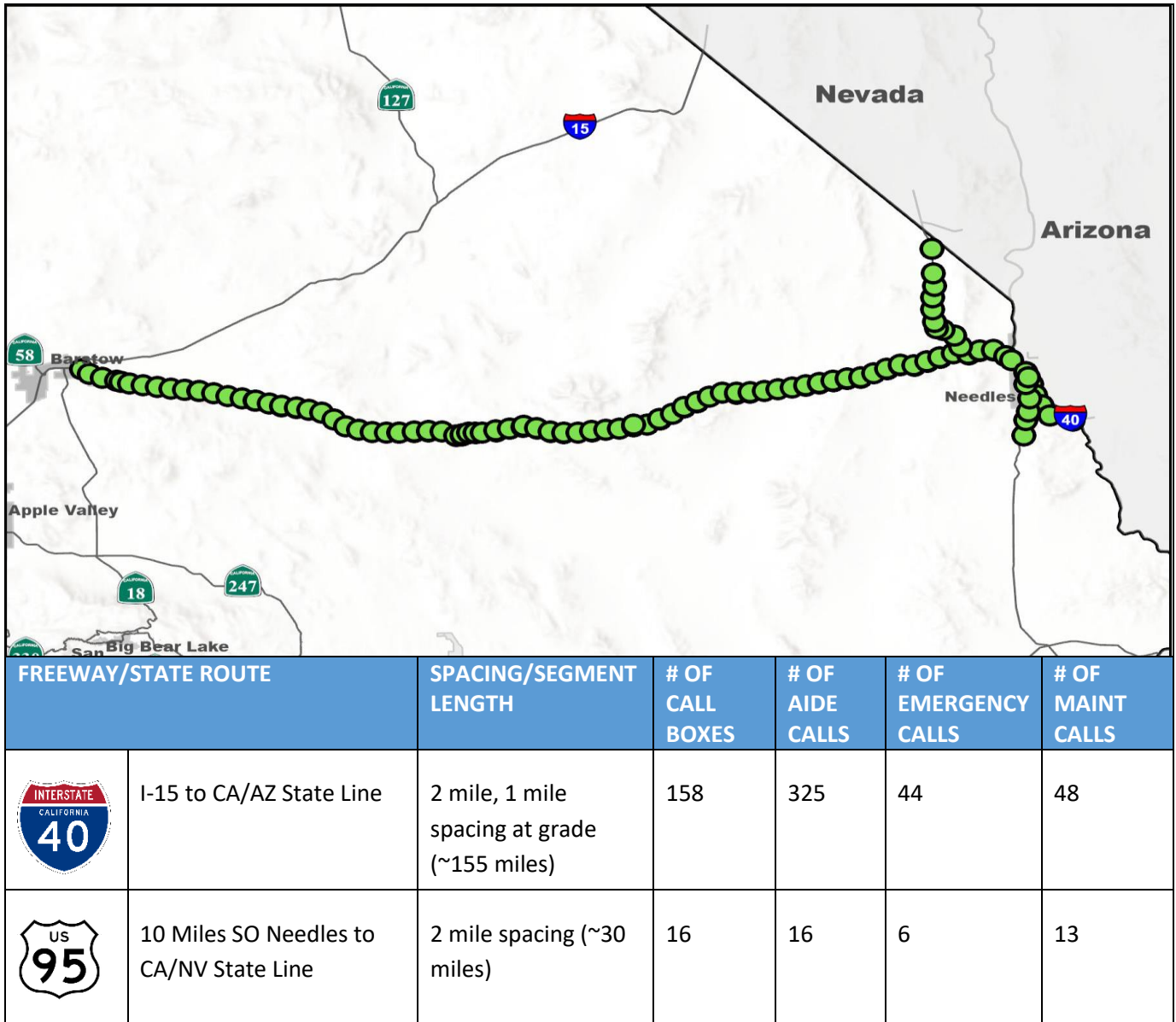
FREEWAY/STATE ROUTE		SPACING/SEGMENT LENGTH	# OF CALL BOXES	# OF AIDE CALLS	# OF EMERGENCY CALLS	# OF MAINT CALLS
	I-15 Barstow City Limits to CA/NV State Line	2 mile, 1 mile spacing at grade (~130 miles)	172	668	79	110
	WO I-15 to Kern County line	2 mile spacing (~32 miles)	22	31	11	12
	NO I-15 to Inyo County line	2 mile spacing (~41 miles)	17	12	7	5
	14 miles SO Barstow City Limits to Barstow City Limits	2 mile spacing (~14 miles)	8	4	3	1
	Shadow Mountain Rd to SB/Kern County line	2 mile spacing (~47 miles)	25	27	11	26
FT IRWIN RD	NO I-15 to Post Mile 22 Fort Irwin Rd	1 mile spacing (~22 miles)	33	12	2	13

EXHIBIT E: SBCTA SAFE - LOCATION OF CALL BOXES IN THE INTERSTATE 40 (I-40) CORRIDOR (FY22-23)

**EXHIBIT F: SBCTA SAFE - LOCATION OF CALL BOXES IN THE MORONGO BASIN TO THE
ARIZONA BORDER AREA (FY22-23)**

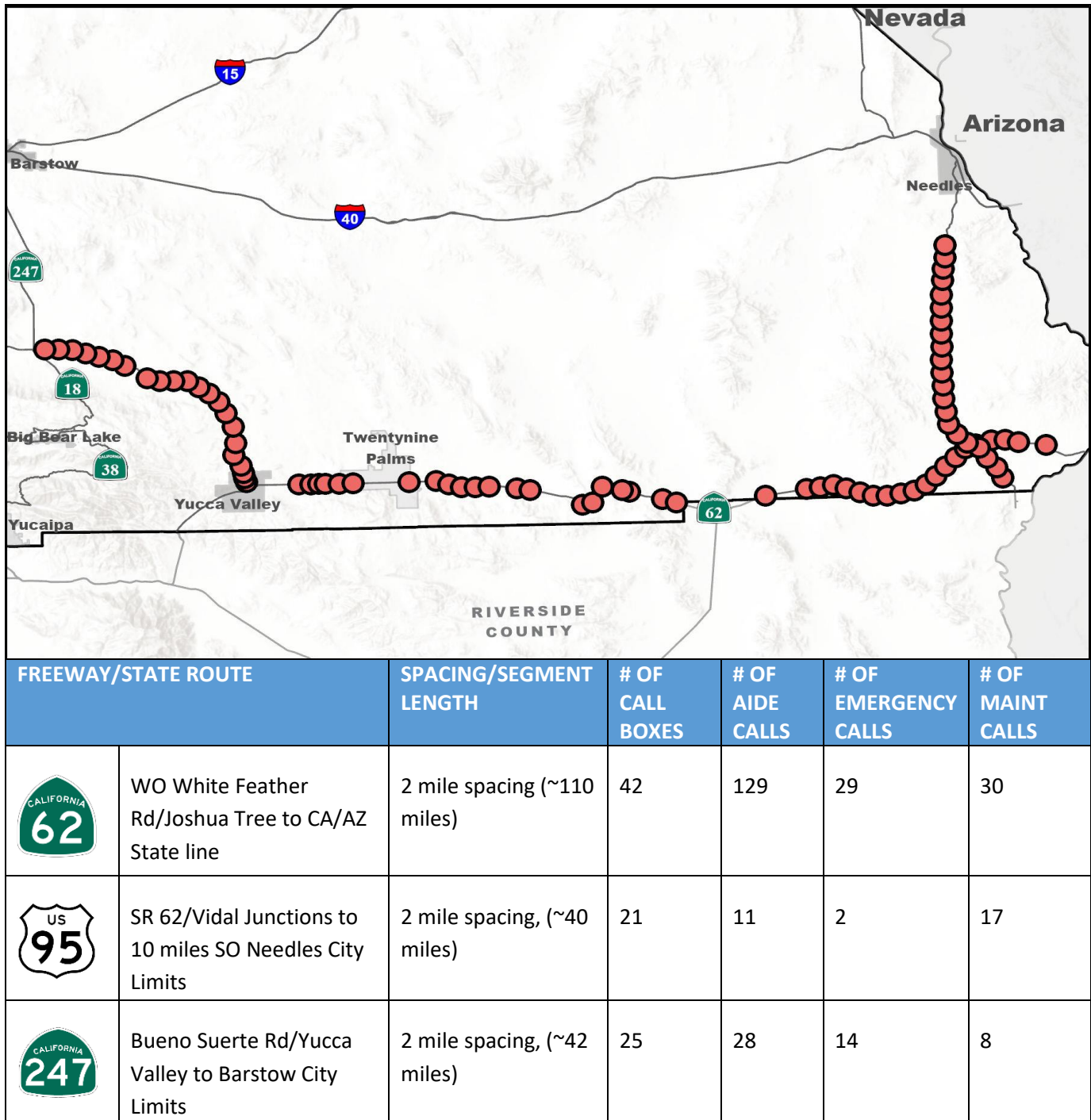


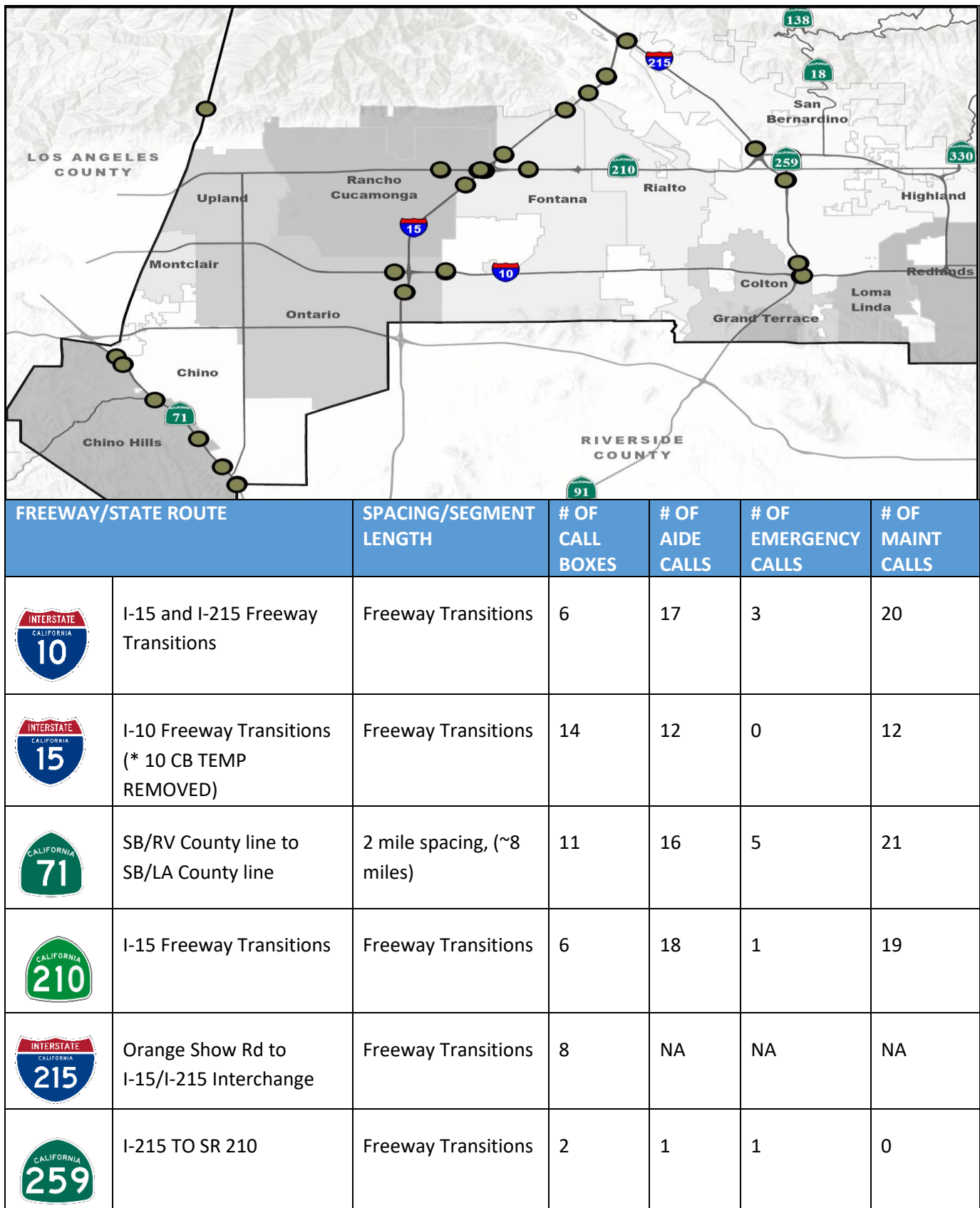
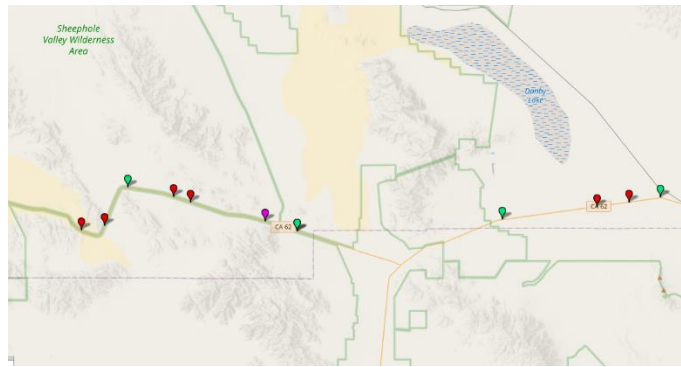
EXHIBIT G: SBCTA SAFE - LOCATION OF CALL BOXES IN THE VALLEY AREA (FY22-23)

EXHIBIT H: SBCTA SAFE CALL BOX CASE STUDIES (FY22-23)

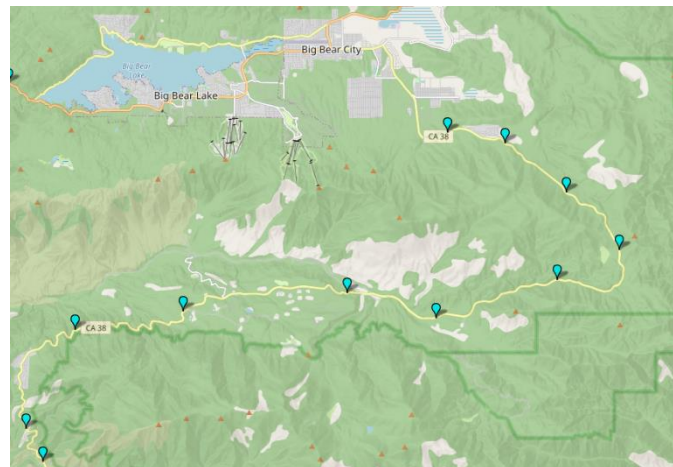
Case Study No. 1: No cell coverage or weak cell phone coverage - State Route 62 (SR 62) - East of Twentynine Palms to Vidal Junction & State Route 38 (SR 38) – South of Big Bear City to North of Bryant Street

There are various locations within the County that have no cell phone coverage, or the cell phone coverage is too weak and unreliable for a standard cell phone to connect to the cellular network. In many of these locations, the standard configuration of a call box can connect to the cellular network, where standard cell phones cannot. The San Bernardino Call Box Program (Program) has also equipped some call boxes with high gain external antennas to enhance the cellular signal so that a call box can successfully connect to the cellular network. In addition, there are some locations where the Program has installed satellite call boxes that operate in the satellite communication network. Locations that have been identified to have weak (or no) cell phone coverage are in various areas along these highways/freeways: Interstate 40, State Route (SR) 18, SR 38, SR 127, SR 330, US 95 and US 395, and Fort Irwin Road.

On SR 62, the cell phone service in this area is known to be weak or nonexistent according to the call box maintenance vendor. These 12 call boxes were used 158 times in the last 12 months for motorists seeking aide or emergency services. Most of these calls were for roadside assistance.



On SR 38, there are 17 call boxes installed with two-mile spacing. Nine of the 17 call boxes are satellite call boxes. In total these call boxes were used 261 times. A majority of the calls were requests for roadside assistance.



When comparing the calls made from these call boxes in FY 2021-22 vs FY 2022-23, there was an increase in the number of calls by 5%.

Minute Action

AGENDA ITEM: 15

Date: September 6, 2023

Subject:

California Energy Commission Equitable Building Decarbonization Program Grant

Recommendation:

Receive an update on the California Energy Commission Equitable Building Decarbonization Program Grant.

Background:

In late 2018, the San Bernardino Associated Governments (SBCOG), Western Riverside Council of Governments (WRCOG), and the Coachella Valley Association of Governments (CVAG) began working on a new program known as a Regional Energy Network (REN), which are state-approved entities, overseen by the California Public Utilities Commission (CPUC), and implemented by local governments. On January 9, 2019, the SBCOG Board of Directors authorized staff to pursue development of a REN to provide energy efficiency programs in the Inland Empire. CVAG, SBCOG, and WRCOG as the lead agency for this program, submitted the Inland Regional Energy Network (I-REN) application and business plan to the CPUC. In October 2021, the CPUC issued a proposed decision to approve the business plan for WRCOG on behalf of I-REN. In November 2021, the CPUC approved the I-REN Business Plan submitted by WRCOG on behalf of I-REN as a Public Administrator (PA) with the CPUC. I-REN initiatives are guided by the I-REN Executive Committee, which is comprised of a board of elected officials from both Riverside and San Bernardino Counties.

On January 17, 2023, I-REN staff presented an update to the I-REN Executive Committee regarding additional funding opportunities that I-REN could assist local jurisdictions to leverage. These opportunities could provide expanded resources for the direct implementation of energy efficiency and energy conservation related projects.

In September 2022, both Assembly Bill (AB) 209 and AB 179 were signed which directed the California Energy Commission (CEC) to develop and implement an Equitable Building Decarbonization (EBD) Program. The EBD Program includes two primary components: a direct install program focused on low-to-moderate income residents and a statewide incentive program to accelerate deployment of low-carbon building technologies. The California EBD Program is authorized by AB 209 and funded by AB 179. Furthermore, the source of funds for this EBD Program are from California General Fund dollars, not from the ratepayer public goods charge from the Investor-Owned Utilities (IOU). The EBD Program could be a way to bring additional resources for the Inland Empire for residential offerings in the I-REN territory, including San Bernardino County. The guidelines for the program have not yet been finalized. The goals of the EBD program are to reduce greenhouse gas emissions and advance energy equity. Moreover, this program strives to reduce energy bills, improve air quality and improve energy reliability, while strengthening the local workforce. This program will be administered separately in three different regions: Northern California, Central California, and Southern California. The CEC will competitively select one program administrator per region.

Entity: San Bernardino Council of Governments

Los Angeles County would lead the efforts for this grant application to include a coalition of Southern California partners, which would include public agencies, Joint Power Authorities (JPA), and Community Based Organizations (CBO). It would be through this partnership that resources would be made available to offer residential customers a direct install Decarbonization Program in their local service territory. The anticipated partner agencies for this grant may include the following: Clean Energy Alliance; Gateway Cities Council of Governments (GWCCOG); Orange County Power Authority; San Diego Community Power (SDCP); San Gabriel Valley Council of Governments (SGVCOG); South Bay Cities Council of Governments (SBCCOG); Southern California Regional Energy Network (SoCal REN); and WRCOG on behalf of I-REN. Los Angeles (LA) County has indicated that a letter of commitment is needed by early August 2023 from interested partner agencies to be included as part of the application proposal.

The assessment of staff so far is that it will be better to join the LA County/SoCal Ren partnership than to not participate. The work would be managed through an implementer solicited by LA County/SoCal REN. Staff's intent is to collaborate with LA County to codify a methodology for a fair share of resources for Riverside and San Bernardino Counties into any agreements executed between LA County/SoCal REN and WRCOG, as the primary contract holder for I-REN. The exact structure of any Memorandum of Understandings (MOU) will not be known for several more months. Per the discussion with WRCOG, it is the understanding of SBCOG staff that they will be involved in the meetings leading up to the development of the grant application and subsequent grant agreement if awarded. It is expected that SBCOG staff involvement would be limited to marketing and distribution of information about the program, without any engagement with individual homeowners or grant recipients. Those interactions would be handled by the program implementer, who would engage firms providing assessment and installation services. We would want to see San Bernardino County business going to local firms, to the extent possible, but the mechanics of this process will need to be defined at a later date.

Project: The CEC has allocated up to \$783 million statewide to the EBD Program through Fiscal Year 2025/2026. Funding allocations are based on the relative population of under resourced communities in each region. The Southern California Region is eligible for approximately 58% of the Statewide Direct Install Program Funds, and there is no match requirement. The SoCal EBD Program would also complement both the I-REN non-resource program sectors of Workforce Education & Training and Codes & Standards by providing resources for Decarbonization services in the Inland Empire region.

During the August 9, 2023, SBCTA General Policy Committee meeting, staff presented an overview of this grant. Subsequently, on August 15, 2023, the I-REN Executive Committee approved the requested action to authorize WRCOG, on behalf of I-REN, to provide a letter of commitment to collaborate with Los Angeles County in applying for the CEC EBD Grant Program. The EBD Program could be an opportunity to bring additional resources to the Inland Empire for residential offerings in the I-REN territory, including San Bernardino County. It is anticipated that the competitive solicitation will be posted by the CEC by late August or early September 2023. It is anticipated that the full program launch is slated to start in 2025.

Board of Directors Agenda Item

September 6, 2023

Page 3

If LA County were awarded the CEC EBD Grant, then a MOU would be established to allow for reimbursement of expenses. The MOU would be presented by staff to the I-REN Executive Committee and the SBCTA/SBCOG Board for approval consideration.

Implementers: Los Angeles County would be the lead agency for this grant application. Los Angeles County would issue a Request for Proposals upon grant award for a **third-party** implementer to provide the residential services.

Beneficiaries and Impact: This grant will provide a no cost direct install program for low-income households, moderate-income households, and tribes.

Cost: The Southern California region is eligible for up to 58% of the available \$783 million. There is no local match requirement for this grant, and additional grant budget specifics will be provided later upon grant award.

Financial Impact:

This item has no financial impact on the Fiscal Year 2023/2024 Budget.

Reviewed By:

This item was received by the General Policy Committee on August 9, 2023.

Responsible Staff:

Cheryl Chesnut, Energy Project Manager

Approved
Board of Directors
Date: September 6, 2023

Witnessed By:



iren.gov

California Energy Commission Equitable Building Decarbonization Program

Name

Title

Address

City, State, ZIP Code

Dear California Energy Commission,

On Behalf of the Inland Regional Energy Network (I-REN) a consortium among Coachella Valley Association of Governments (CVAG) and the San Bernardino Council of Governments (SBCOG) and the Western Riverside Council of Governments (WRCOG), we commit to working with the County of Los Angeles on the Equitable Building Decarbonization Program (EBD Program). I-REN is a Program Administrator that provides energy efficiency services to increase energy savings and equitable access throughout the San Bernardino and Riverside counties.

If the County of Los Angeles is selected to administer the EBD Statewide Direct Install Program for the Southern Region of California, I-REN commits to being an active program partner in offering a decarbonization program to households in the eligible area. The County of Los Angeles' vision for the EBD Statewide Direct Install Program aligns with I-REN's equity and climate action objectives, including actively participating in California's Clean Energy initiatives, and providing resources to develop a trained workforce to support and realize energy efficiency savings goals in the Inland Empire region.

Like our other coalition partners, I-REN believes that local public agencies are best suited to administer this historic decarbonization effort. We understand our communities, our neighborhoods, and our citizens. The Southern California coalition led by the County of Los Angeles will deliver a united regional program implemented uniquely within each community, based on local needs, goals, and complementary offerings to ensure each household participating in our program is appropriately and equitably served.

We look forward to supporting this effort to drive direct, household-level action in the communities most impacted by climate change, and to setting our communities up for future success by supporting the development of a local skilled electrification workforce.

Sincerely,

Casey Dailey

Director of Energy & Environmental Programs

Western Riverside Council of Governments / Inland Regional Energy Network

The Coachella Valley Association of Governments and San Bernardino Council of Governments have partnered with the Western Riverside Council of Governments to develop I-REN to serve the cities and communities of our region.



DOCKETED	
Docket Number:	22-DECARB-03
Project Title:	Equitable Building Decarbonization Program
TN #:	250315
Document Title:	Fact Sheet for Equitable Building Decarbonization Program Draft Guidelines
Description:	The California Energy Commission seeks public input on draft guidelines for the Equitable Building Decarbonization Direct Install Program. This program will provide electric heat pumps, heat pump hot water heaters, and related items at no cost to low- and moderate-income households in selected communities. Comments are due June 30, 2023.
Filer:	Pamela Doughman
Organization:	California Energy Commission
Submitter Role:	Commission Staff
Submission Date:	5/24/2023 2:00:07 PM
Docketed Date:	5/24/2023

Equitable Building Decarbonization Program Draft Guidelines

FACT SHEET

The California Energy Commission seeks public input on draft guidelines for the Equitable Building Decarbonization Direct Install Program. This program will provide electric heat pumps, heat pump hot water heaters, and related items at no cost to low- and moderate-income households in selected communities. Comments are due June 30, 2023.

Download the draft guidelines:

- **English:** <https://www.energy.ca.gov/publications/2023/equitable-building-decarbonization-direct-install-program-draft-guidelines>
- **Spanish:** <https://efiling.energy.ca.gov/GetDocument.aspx?tn=250191&DocumentContentId=84915>

Submit a public comment:

<https://efiling.energy.ca.gov/EComment/EComment.aspx?docketnumber=22-DECARB-03>

Attend upcoming workshops:

<https://www.energy.ca.gov/programs-and-topics/programs/equitable-building-decarbonization-program/regional-workshops>

Program Goals

The goals of the Equitable Building Decarbonization Program are to reduce greenhouse gas emissions in homes and advance energy equity. In addition, the program aims to reduce energy bills, improve indoor air quality, and improve energy reliability, while strengthening the local workforce.

Key Topics

The Equitable Building Decarbonization Program is authorized by [Assembly Bill 209](#) (Chapter 251, Statutes of 2022) and funded by [Assembly Bill 179](#) (Chapter 796, Statutes of 2022). The CEC plans to select three regional program administrators for the direct install program through a competitive process, and expects to launch the direct install program for initial communities in 2024.

Key topics addressed in the draft guidelines include:

- Identification of initial communities
- Eligible equipment for homes focused on potential to provide bill savings and other program goals
- Tenant protections
- Workforce standards and requirements

More Questions

For more information, see the [web page](#) for this program:

<https://www.energy.ca.gov/programs-and-topics/programs/equitable-building-decarbonization-program>.



Governor
Gavin Newsom

Executive Director
Drew Bohan

Commissioners
David Hochschild, Chair
Siva Gunda, Vice Chair
Noemi O. Gallardo
J. Andrew McAllister, Ph.D.
Patricia Monahan

May 2023

DOCKETED	
Docket Number:	22-DECARB-03
Project Title:	Equitable Building Decarbonization Program
TN #:	250927
Document Title:	Presentation - EBD Workshop Fresno 2023-06-23
Description:	N/A
Filer:	Katelynn Webster
Organization:	California Energy Commission
Submitter Role:	Commission Staff
Submission Date:	7/3/2023 1:52:56 PM
Docketed Date:	7/3/2023

California Energy Commission Regional Community Workshop: Equitable Building Decarbonization Direct Install Program

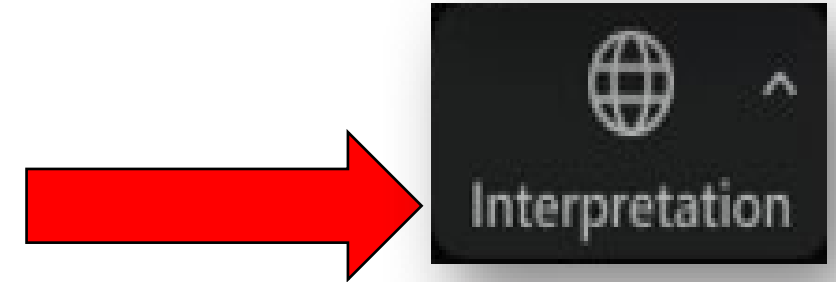
Fresno, June 23, 2023



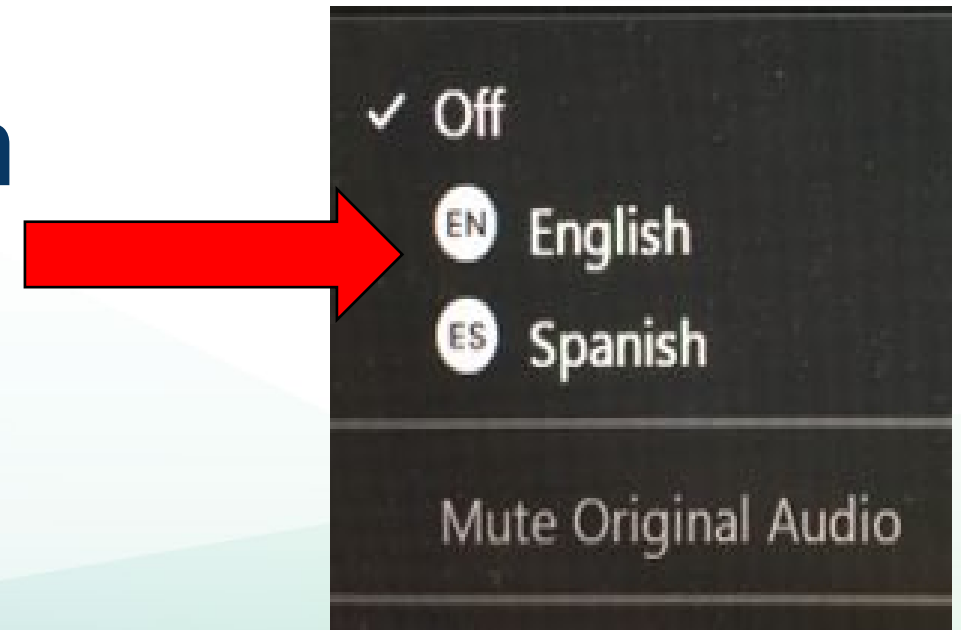


Steps to Select English Channel

1) Click "Interpretation" icon



2) Click "EN English" option

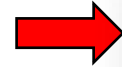


3) **DO NOT** select "Mute Original Audio"



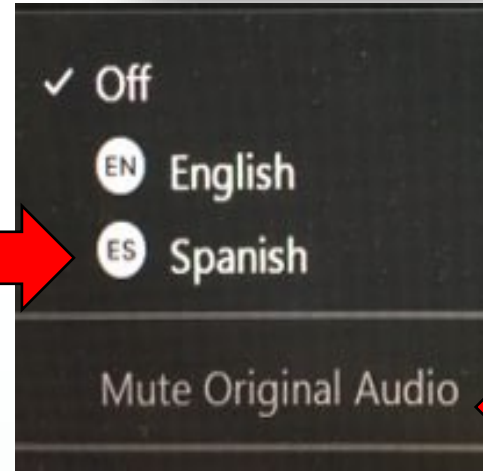
Interpretation / Interpretación

1) Click globe “Interpretation” icon.



2) Click “ES Spanish” option

3) Click “Mute Original Audio”



1) Haga clic en el icono del globo de interpretación

2) Haga clic donde dice “ES Spanish”

3) Haga clic en “Mute Original Audio”

NOTE: To access interpretation, download Zoom application on your device. Interpreter will relate everything from English to Spanish during meeting and will inform you when to make public comment. Speak in Spanish and interpreter will relate comments to English.

NOTA: Para utilizar la función de interpretación descargue la aplicación Zoom en su aparato. El intérprete relacionará todo lo dicho en inglés a español durante la junta y le informará cuándo podrá hacer un comentario público. Hable en español y el intérprete relatará sus comentario en inglés.



Instructions / Instrucciones

- Meeting is conducted with in person locations and remotely via Zoom
 - Recorded and transcribed by court reporter
 - To participate in public comment
 - By computer: use the “raise hand” feature in Zoom
 - By telephone: dial *9 to “raise hand” and *6 to mute/unmute your phone line
 - Questions and Comments can be entered in the Q&A section of the Zoom application
- Reunión realizada de manera presencial y remota a través de Zoom
 - Grabada y transcrita por un taquígrafo judicial
 - Para participar en los comentarios públicos
 - Por computadora: use la función de “levantar la mano” de Zoom
 - Por teléfono: marque *9 para “levantar la mano” y *6 para silenciar y activar el sonido
 - Haga sus preguntas o comentarios a través de la función de preguntas y respuestas



Goal of Regional Workshops

Seek input and regional perspective on:

- Design of Equitable Building Decarbonization Program
 - Program Guidelines
 - Criteria and services to consider
 - Collaboration with local initiatives
- Needs and challenges of various communities and residents across the state
- Approaches for meaningful engagement



Agenda

- 2:00 Welcome
- 2:30 Presentations
 - State Equitable Building Decarbonization Program
 - Federal Inflation Reduction Act residential energy programs
 - Locally available energy efficiency and electrification programs
- 3:30 Roundtable discussion on energy-related local community needs and challenges
- 4:00 Questions and answers
- 4:30 Public comments
- 5:00 Adjourn



Opening Remarks

Luiz Martinez, District Representative
Office of Senator Anna Caballero



Policy Drivers

- **Double energy efficiency savings by 2030**
- **100% renewable and carbon-free electricity by 2045**
- **Reduce GHG emissions 40% below 1990 by 2030**
- **Electrify transportation and decarbonize fuels**
- **Provide equitable low-carbon solutions for under-resourced communities**
- **Carbon-free economy by 2045**



Focus on Existing Buildings and Equity

- Billions of dollars needed to reduce GHG emissions by 2030
- 5 million low-income households in California and 10 million people living in a disadvantaged community
- Focus on existing buildings should prioritize equity at its core
- 6 million heat pumps in CA by 2030



Residential Units

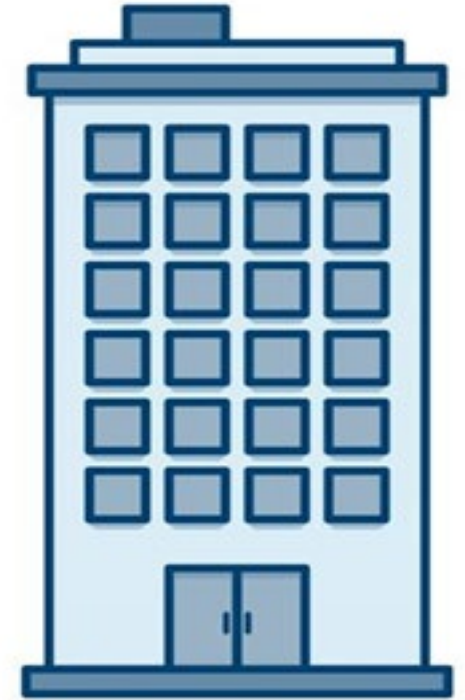
13.7 million

Annual Electricity Consumption

93,522 GWh

Annual Gas Consumption

4,562 MM therm



Commercial Space

7,392 million sq. ft.

Annual Electricity Consumption

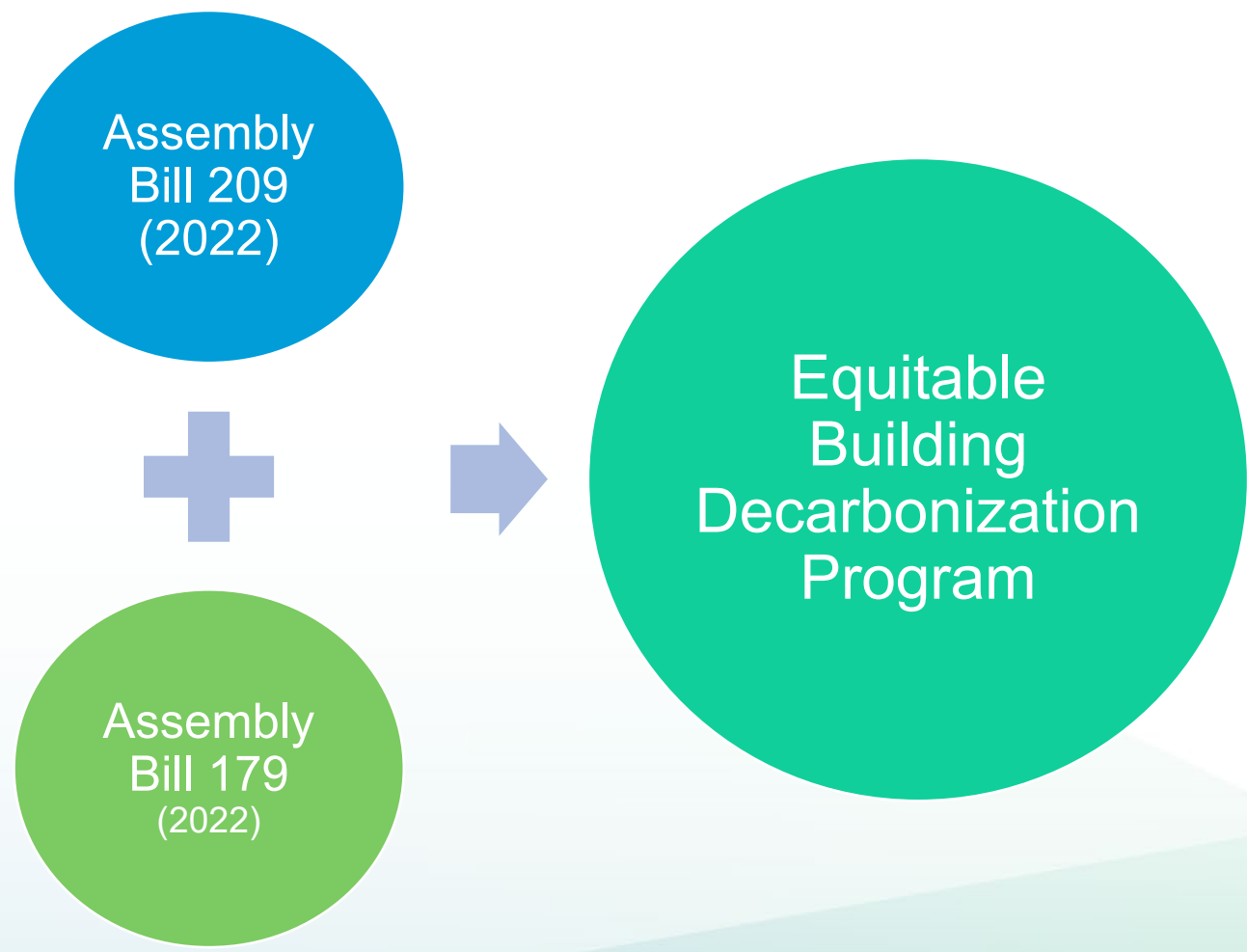
105,174 GWh

Annual Gas Consumption

2,130 MM therm



Equitable Building Decarbonization Program





Timeline for Direct Install Program

Date	Milestone
9/6/2022	AB 209 and AB 179 signed
12/9/2022	Request for Information released
12/13/2022	Public workshop on program scoping
1/20/2023	Deadline for public comments (extended at stakeholder request)
Feb-April 2023	Comment review and development of draft guidelines
5/4/2023	Release draft guidelines
★ May-June 2023	Public workshops on draft guidelines, Tribal listening sessions, comment period
6/30/2023	Deadline for public comments
Summer 2023	Staff review comments and finalize guidelines on Statewide Direct Install Program
Fall 2023	CEC adoption hearing on guidelines
Fall/Winter 2023	Direct install program administrators selected through competitive solicitation
2024-2025	Administrator ramp-up and direct install program roll-out in initial communities

Attachment: Presentation workshop California Energy Commission (9892 : California



Overview of Draft Guidelines



Program Goals

Reduce
Greenhouse Gas
Emissions

Advance Energy
Equity

Improve Resiliency
to Extreme Heat

Improve Indoor Air
Quality

Improve Energy
Affordability

Support Grid
Reliability

Support Local
Workforce

Support 6 Million
Heat Pump Goal

Support Climate-
Ready and Climate-
Friendly Homes
Goals



Proposed Program Components





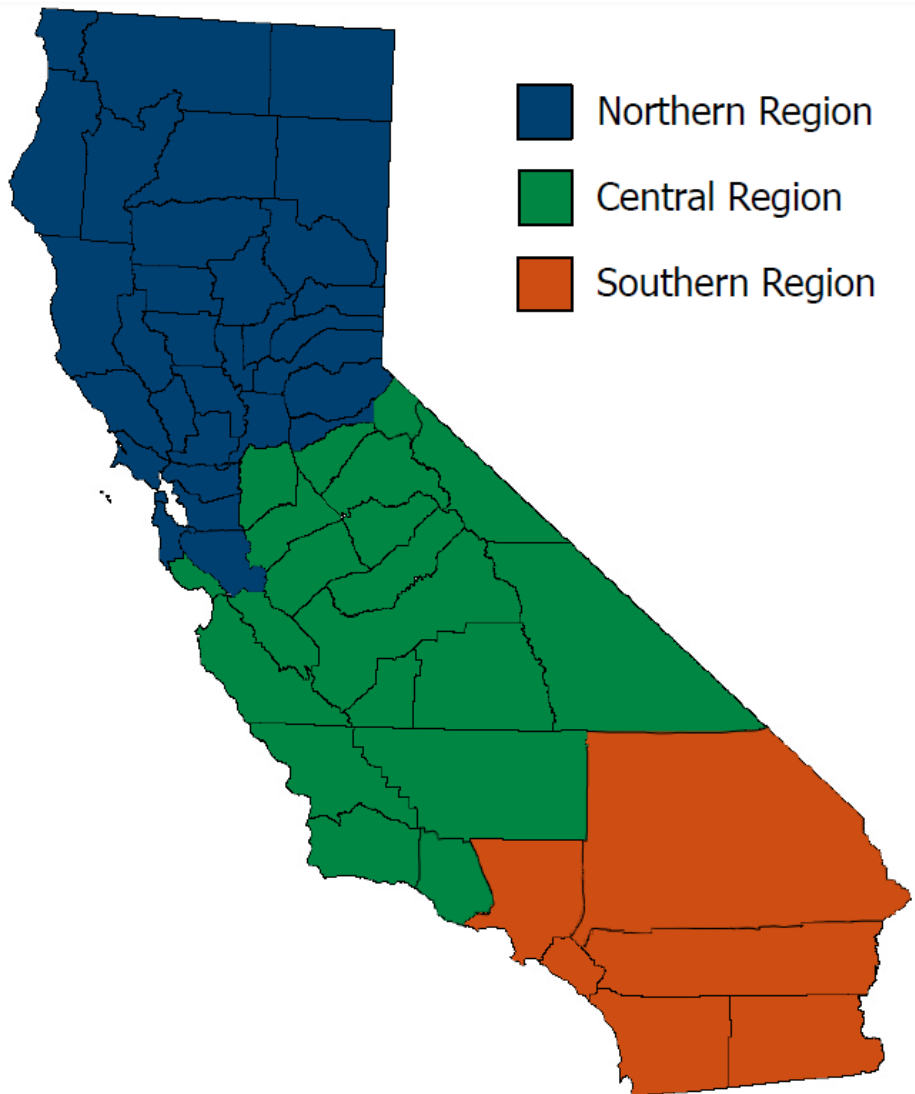
Proposed Budget Breakdown

Program Investments	Estimated Funding over Program Lifetime
Statewide Direct Install Program, including 5% set-aside for manufactured housing	\$643,700,000
Tribal Direct Install Program	\$30,000,000
Support for Existing Programs	\$30,000,000
Statewide Incentive Program	\$80,000,000
Total*	\$783,700,000

* Does not include program administration and technical assistance, which may represent up to 15% of total program funds.



Statewide Direct Install Program: Regional Funding Allocation



Region	Population of Underresourced Communities	Percentage of Statewide Direct Install Program Funds
Northern	5.3 million	23%
Central	4.3 million	19%
Southern	13.6 million	58%
Total	23.2 million	100%



Statewide Direct Install Program: Community Eligibility and Initial Focus Areas

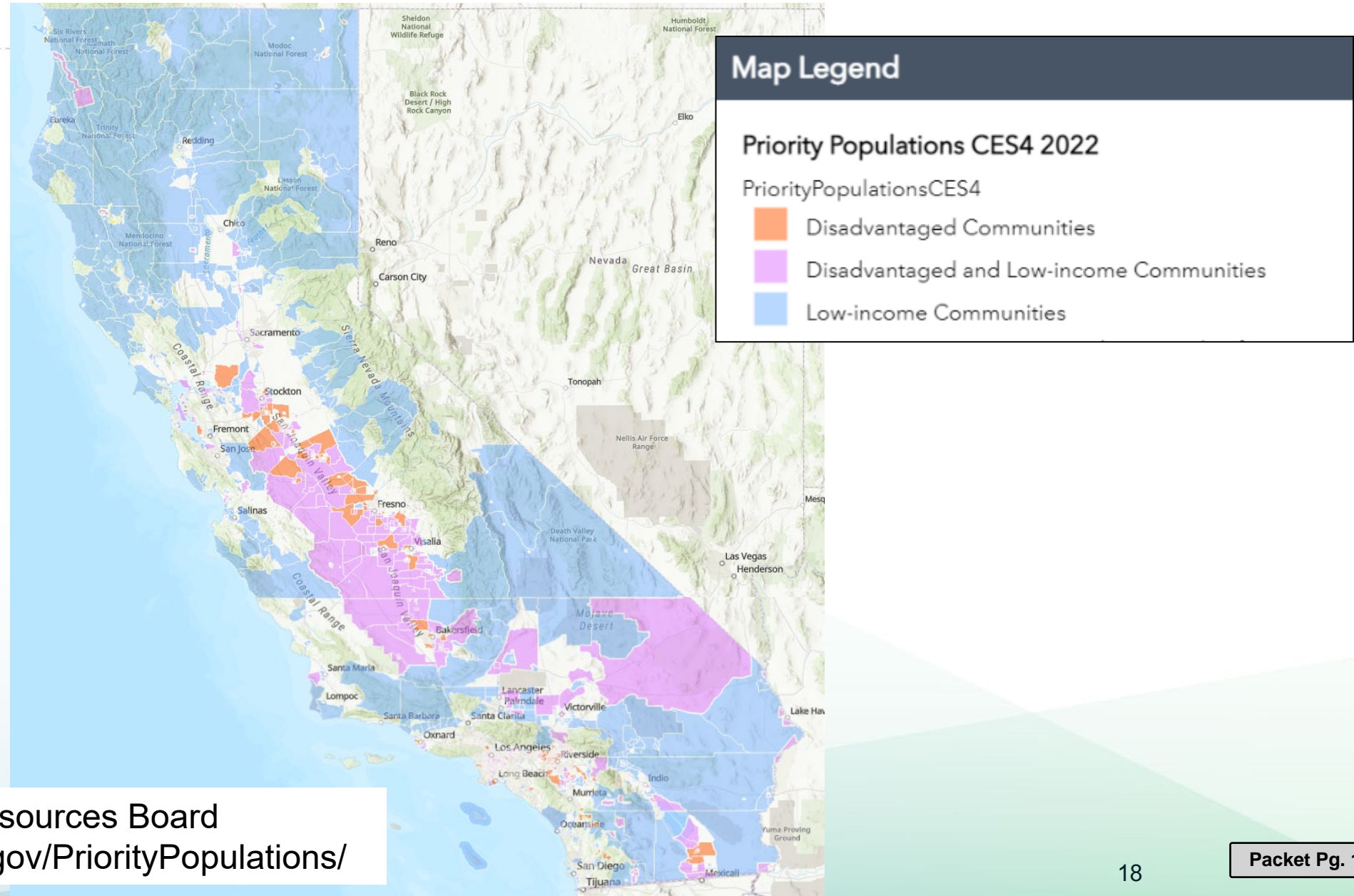
- All households served by the program must be in an **underresourced community**
- Program implementation to occur at the **community level**
- **Initial focus areas** to be identified for first phase of the program based on specified criteria





Underresourced Communities

15.c



Attachment: Presentation workshop California Energy Commission (9892 : California

Source: California Air Resources Board
<https://webmaps.arb.ca.gov/PriorityPopulations/>

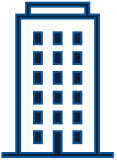


Statewide Direct Install Program: Eligibility



Eligible Buildings - Residential

- Single-family homes
- Multifamily buildings
- Manufactured and mobile homes



Eligible Fuel Types

- To be eligible, buildings must use natural gas, propane, or another fossil fuel as the primary fuel for space heating or water heating

Income Eligibility

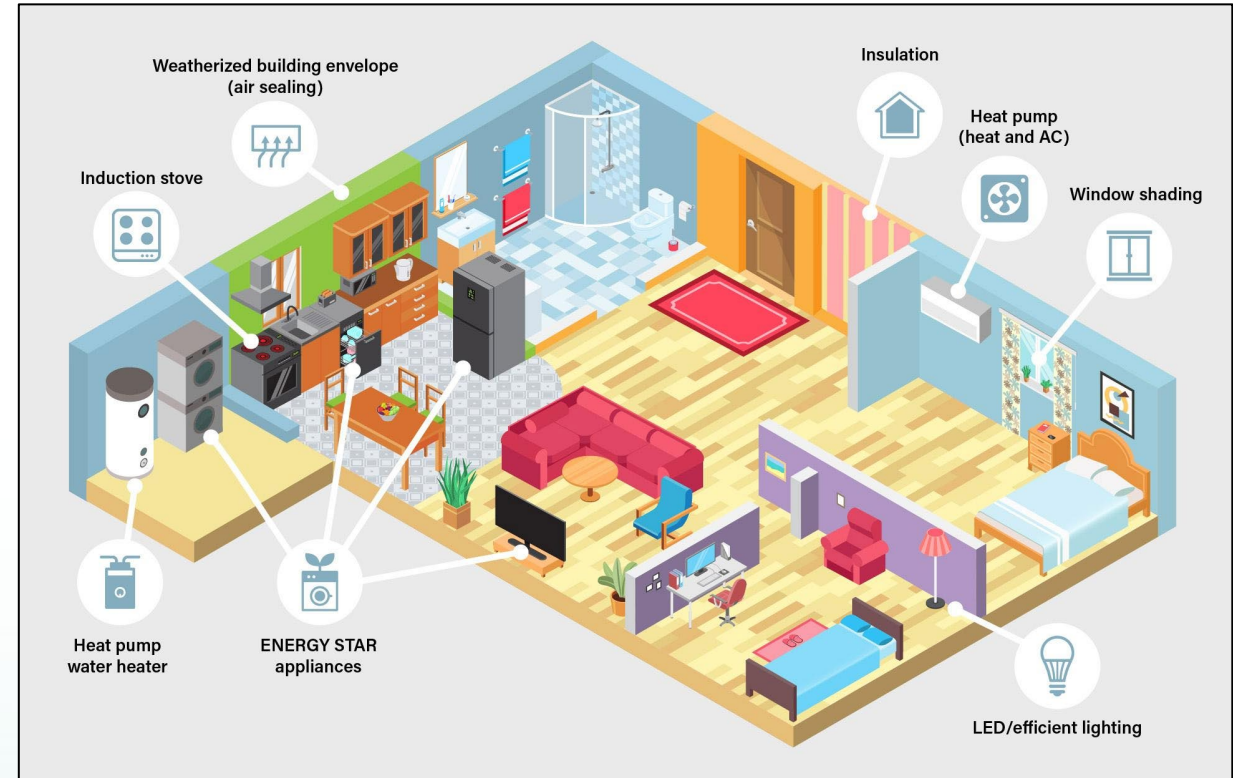
- Single family: Occupied by low-income or moderate-income households
- Multifamily: At least 66 percent of households are low-income, or rent for at least 66 percent of units are affordable to low-income households.



Statewide Direct Install Program: Eligible Measures

15.c

- Heating, Cooling, and Building Envelope
 - Heat pump for space heating and cooling
 - Duct testing/sealing
 - Smart thermostat
 - Ceiling fan, whole-house fan
 - Air sealing, insulation
- Water Heating
 - Heat pump water heater
 - Low-flow showerheads and faucets
- Cooking: Induction range or cooktop
- Laundry: Electric clothes dryer
- Lighting: LED lights
- Air Quality: Efficient air filters
- Electrical wiring and panel upsizing
- Remediation



Source: ACEEE

} Subject to cost caps



Tenant Protection



Tenant Information

- Information about project and tenants' rights to be provided in the predominant languages spoken in community

Temporary Displacement

- Projects should be designed to avoid/reduce temporary displacement
- If temporary displacement is needed, tenants have right to return to same unit

Eviction

- Property owner must commit not to evict tenant without just cause

Rent Increases

- Property owner must commit not to increase rent as a result of improvements funded by program



Workforce Standards and Requirements

Prevailing Wage

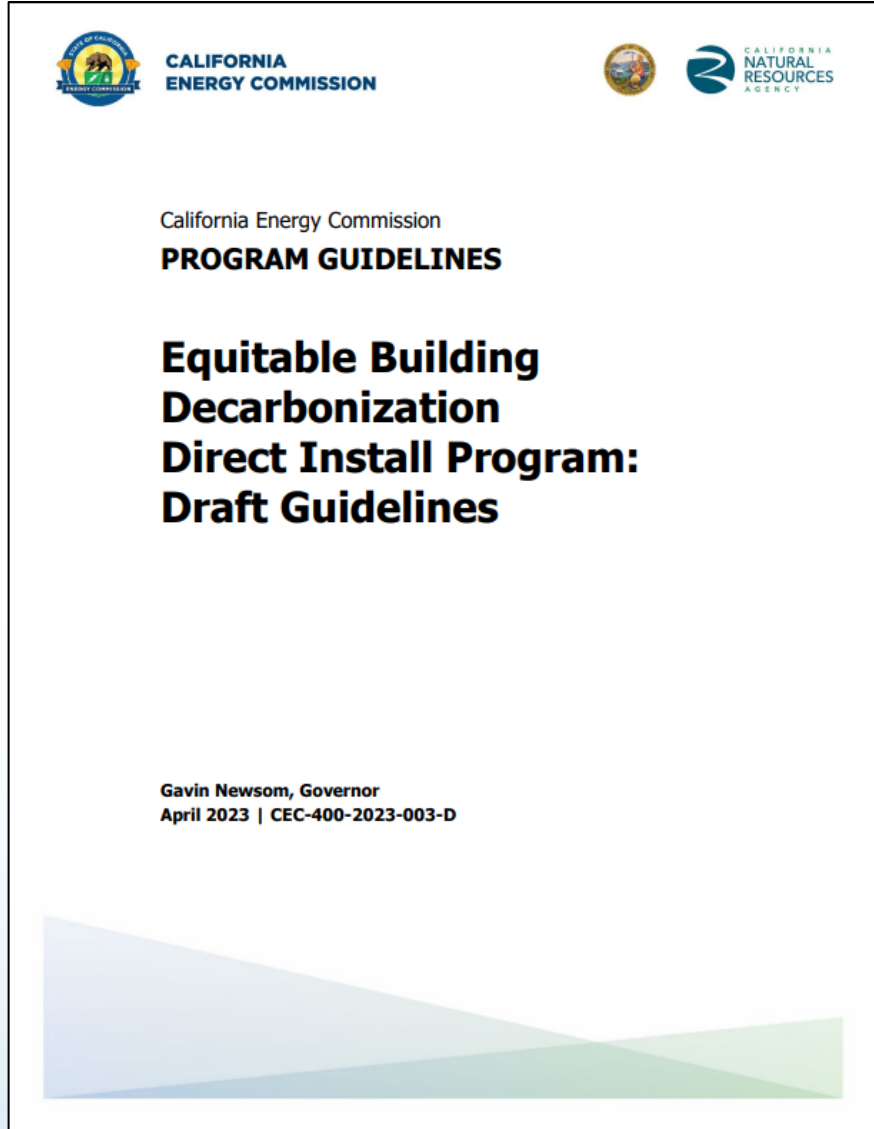
- Administrators should assume prevailing wage requirements in California Labor Code apply
- Administrators are responsible for ensuring subcontractor compliance

Administrators to develop **Workforce Plans** that address:

- Preference for local contractors and contractors that met specified criteria
- Training opportunities for contractors and workers
- Bundling of projects



More Information



<https://www.energy.ca.gov/publications/2023/equitable-building-decarbonization-direct-install-program-draft-guidelines>



Federal Inflation Reduction Act Residential Energy Rebates

IRA Residential Rebate Funding for California

Homeowner Managing Energy Savings HOMES	High Efficiency Electric Home Rebate Program HEEHRA	Total Allocation Amount for California
\$292M	\$290M	\$582M

IRA HOMES and HEEHRA Programs

HOMES Efficiency \$292 million	HEEHRA Electrification \$290 million
<p>Whole-house performance-based rebates</p> <ul style="list-style-type: none"> • Eligible applicants: Homeowners or aggregators • For single-family homes, program specifies whether modeled or measured energy savings will be required based on amount of energy savings • Multifamily buildings with 50% or more of dwelling units occupied by LMI households • Rebates based on measured energy savings • Rebates up to \$8,000 	<p>Point-of-sale rebates</p> <ul style="list-style-type: none"> • Eligible applicants: LMI households, owners of eligible LMI multifamily buildings, and a governmental, commercial, or nonprofit entity carrying out a project for LMI household or LMI multifamily building owner • Project must include purchase and installation of one or more specified items and meet program requirements • Items must be ENERGY STAR® certified, if applicable • Rebates up to \$14,000

California HOMES and HEEHRA Timetable

Anticipated Date	Activity
Ongoing	Data gathering, outreach & local coordination
March 2023	Response to U.S. DOE Request for Information
Summer 2023	U.S. DOE Guidance Published
2023/2024	CEC Workshops & Program Development
Winter 2024	U.S. DOE awards funding
2024	Programs Launch – Funds to Public



Roundtable Discussion Q&A Public Comments

Roundtable Discussion

Share regional challenges related to clean energy and healthy homes

Program will be implemented in phases, where should it start? What criteria should be used to identify initial communities? Is there a specific selection process recommended?

What tenant protections should be included in program?
What local organizations work with tenant protections?

Are existing contractors | workforce in the region familiar with installing heat pumps and other all-electric equipment?

Who should CEC partner with in this region? Do existing programs pay for deferred maintenance costs?

What types of services should program implementers (and CBOs) provide?

What should CEC know about your community's needs?



Q&A

Instruction

- 3 minutes or less per person
- 1 representative per organization

In-person

- Raise your hand and we will pass the mic

Zoom App/Online

- Click “raise hand”

Telephone

- Press *9 to raise hand
- Press *6 to (un)mute

When called upon

- Zoom Hosts will open your line
- Unmute, spell name, state affiliation, if any for the record, then begin your comment.

For Phone Participation: Dial (669) 900-6833 or (888) 475-4499 Enter Webinar ID: 820 5851 8489



Public Comment

Instruction

- 3 minutes or less per person
- 1 representative per organization

In-person

- Raise your hand and we will pass the mic

Zoom App/Online

- Click “raise hand”

Telephone

- Press *9 to raise hand
- Press *6 to (un)mute

When called upon

- Zoom Hosts will open your line
- Unmute, spell name, state affiliation, if any for the record, then begin your comment.

Written Comments:

- Visit [Equitable Building Decarbonization Program | California Energy Commission](#)
- Click on [California Energy Commission : e-comment : Submit Comment](#)

3-MINUTE TIMER





Next Steps




Public Workshops and Listening Sessions

Date	Location	Focus
June 6, 2023	San Francisco	Regional Workshop
June 9, 2023	Los Angeles	Regional Workshop
June 12, 2023	Santa Rosa	Regional Workshop
June 15, 2023	Indio	Regional Workshop
June 23, 2023	Fresno	Regional Workshop
June 10, 2023	Online (Weekend)	Expanded Community Feedback Opportunity
June 21, 2023	Online (Evening)	Expanded Community Feedback Opportunity



Empower Innovation




EMPOWER
INNOVATION

COMMUNITY EVENTS
FUNDING RESOURCES

SIGN UP

LOGIN

EN





EQUITABLE BUILDING DECARBONIZATION PROGRAM

< ALL FUNDING OPPORTUNITIES

Source: [Empower Innovation](https://www.empowerinnovation.net/en/custom/funding/view/38760): <https://www.empowerinnovation.net/en/custom/funding/view/38760>



Timeline for Direct Install Program

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2024-2025	Administrator ramp-up and direct install program roll-out in initial communities

Attachment: Presentation workshop California Energy Commission (9892 : California



We want your input!

Tell us about your experience!

Complete this short questionnaire





Comments Due by June 30, 2023 on Current Draft Guidelines

Written comments may be submitted to public docket
by 5:00 p.m. on **June 30, 2023**

Please see notice for further information:

<https://efiling.energy.ca.gov/GetDocument.aspx?tn=249981>



Thank you



California Energy Commission Equitable Decarbonization Program

*Southern California Coalition for the
Statewide EBD Program*



2023 County of Los Angeles Internal Services
Department, Energy and Environmental Service



1

Agenda

- Background information
- Overview and purpose
- Community-Based Organizations
- Asks, deadlines, and next steps

2023 County of Los Angeles Internal Services Department, Energy and Environmental Service

2

EBD Program Background Information

The Equitable Building Decarbonization Program (EBD Program) will help eligible residential customers electrify their homes at no cost, reducing greenhouse gas emissions and advancing energy equity.

The EBD Program will also encourage resiliency to extreme heat, indoor air-quality improvements, energy affordability, grid reliability, and local workforce opportunities.

EBD Statewide Direct Install Program

- The EBD Statewide Direct Install Program will provide building decarbonization upgrades for low-income and moderate-income households in single-family, multifamily, and manufactured homes in under-resourced communities.
- The program will be administered separately in Northern, Central, and Southern California.

Program Funding

- Funded by the California Energy Commission
- \$783M for the Grant Program (58% for Southern California region)
- Projects will be funded at a 100% grant rate; projects that leverage other funds will be more competitive
- Three administrators will be competitively selected (one per region)

The County of Los Angeles will lead a coalition of Southern California public agencies, JPAs, and CBOs to apply for the Southern Region funding.



2023 County of Los Angeles Internal Services Department, Energy and Environmental Service

3

Overview and Purpose

The SoCal EBD Program is designed to be a one-stop-shop that provides comprehensive project support services from project inception to completion: gold standard white glove project delivery for home electrification.

In addition, the SoCal EBD Program is designed to build a trade ally network of electrification experts:

- Home Electrification Concierge
- Electrification Construction Managers
- Intake Advisors
- Installation Contractors

Types of No-Cost Upgrades



Heating and Cooling



Water Heating



Cooking



Laundry



Lighting



Building Envelope



Electrical



Remediation and Safety

4

CBO Overview

Local CBOs Leading ME&O Aligned with Each Partner/Region

- Clean Energy Alliance
- Gateway Cities COG
- I-REN
- OC Power Authority
- South Bay Cities COG
- San Diego Community Power
- San Gabriel Valley COG
- SoCalREN
- Western Riverside COG

Roles and Responsibilities (funded activities)

- Marketing, education, and outreach
- Initial customer contact—critical component to build trust and start the customer experience out right

Benefits to Communities

- Receive information about a valuable service from a trusted source of information
- Ensures program benefits will be directed appropriately to meet local needs as determined by local experts



CBO ME&O Toolkit

- Local program logo/branding
- Local program microsite + interest form
- Digital marketing assets
- Physical marketing assets

2023 County of Los Angeles Internal Services Department, Energy and Environmental Service

5

Asks, Deadlines, and Next Steps

What we need from each CBO

- Commitment Letter
- High-res logo
- Organization overview and background information
- 1-2 successful related community initiatives to highlight
- Any information you wish to share regarding existing targeting studies, complementary program offerings, etc.

Deadlines


- Commitment Letter 8/7
- Partner logo/information 8/14

Next steps

- Partnership Commitment
- LA County will schedule additional meetings with CBOs after the RFP is released (expected late August 2023)

2023 County of Los Angeles Internal Services Department, Energy and Environmental Service

6



Contacts

County of Los Angeles
Internal Services Department (ISD)
Office of Energy & Environmental Service (EES)

Lujuana Medina
Environmental Initiatives Manager
(323) 881-3971
LMedina@isd.lacounty.gov

Courtney Owen
Project Manager
Courtney.Owen@icf.com

2023 County of Los Angeles Internal Services Department, Energy and Environmental Service

Minute Action

AGENDA ITEM: 16

Date: September 6, 2023

Subject:

Major Projects Status Report through June 2023

Recommendation:

Receive the Major Projects Status Report for the period through June 2023.

Background:

The Major Projects Status Report for the period through June 2023, is a high-level summary of relevant project information. This information is presented to provide schedules, cost, funding, and work descriptions for current active projects being managed by the Project Delivery group. San Bernardino County Transportation Authority (SBCTA) staff would also like to highlight the following activities for this period:

1. Interstate 215 (I-215) University Parkway Interchange Project:

The I-215 University Parkway Interchange Project will address traffic congestion and improve freeway access for the City of San Bernardino and the region by reconstructing the existing tight diamond interchange into a Diverging Diamond Interchange (DDI) configuration. The DDI is a new innovative concept that will improve traffic operations by reducing vehicular conflict points and traffic signal phases by diverting vehicles to the left side of the road between both ramp intersections. The 95% Plans, Specifications and Estimates (PS&E) milestone was completed, and in May 2023, the 100% PS&E milestone was submitted to California Department of Transportation (Caltrans) for oversight review. The Construction Management Services firm has been selected and a Contract Task Order was issued in July 2022. Acquisition of the remaining needed right-of-way (ROW) is ongoing through the eminent domain process while staff is concurrently negotiating with the last property owner. Construction is anticipated to begin in early 2024 and is anticipated to take approximately one year to complete. A Public Outreach program is in place and will be maintained during the ROW and construction phases. This \$23.1 million project is funded by a combination of Federal, City Developer Impact Fees, and Measure I funds.

2. Interstate 10 (I-10) Eastbound Truck Climbing Lane Project:

The I-10 Eastbound Truck Climbing Lane Project will improve traffic operations along a three-mile stretch of the I-10 between the Sixth Street overcrossing in the City of Yucaipa through County Line Road in the City of Calimesa by adding an eastbound truck climbing lane for slow moving vehicles. This segment of freeway is on a steep grade while carrying a large volume of trucks since I-10 is a critical goods movement corridor for the region and the rest of the country. The project will include widening of Oak Glen Creek Bridge, paving the median portion of the freeway, and constructing a concrete median barrier. This project will be funded with Senate Bill (SB) 1 Transportation Corridor Enhancement Program (TCEP) funds. In April 2022, the project received ROW Certification and Design conditional approval pending receipt of the environmental regulatory permits from the California Department of Fish and Wildlife and the Regional Water Quality Control Board. The Construction Management firm was selected and the contract was approved by the Board in July 2022. In December 2022, the California Transportation Commission (CTC) approved the allocation request of TCEP funds

Entity: San Bernardino County Transportation Authority

and an invitation for bids is targeted to be released in August 2023. Construction is anticipated to begin in the late fall of 2023 and is anticipated to take approximately one and one-half years to complete. A Public Outreach program is in place and will be maintained during the construction phases. This \$35.7 million project is funded by a combination of Federal, State, and Measure I funds.

3. I-10 Corridor Freight and Express Lanes Project - Contract 2:

The I-10 Corridor Freight and Express Lanes Project – Contract 2 (Project) will add auxiliary lanes to improve freight corridor movement and add a single express lane from Interstate 15 (I-15), in the City of Ontario, to Pepper Avenue, in the City of Colton. The Environmental Document for the Project was approved in May 2017. At the June 2023 CTC meeting, the project was awarded \$85 million in TCEP funds and staff is currently in the process of preparing the baseline agreement with the CTC. Design services are now underway and in order to expedite project delivery, the Project will be delivered in two segments: Segment 2A: I-15 to Sierra Avenue and Segment 2B: Sierra Avenue to Pepper Avenue. Final Geometric Approval Drawings for both segments were submitted to Caltrans on May 31, 2023. The 65% PS&E package for both segments are targeted for August 2023. A Contract Task Order to perform ROW services was issued in March 2023. Currently, nine partial fee acquisitions and 65 temporary construction easements are required for the construction of the project. A ROW Acquisition Incentive Payment Program was approved by the Board in July 2023 to expedite the acquisition of the necessary ROW for the project. It is anticipated that the final design package will be advertised for construction in early 2024 for Segment 2A and late 2024 for Segment 2B. A Public Outreach program will be developed and will be maintained during the ROW and construction phases. This \$796 million project is funded by a combination of Federal, State, and Measure I funds.

Financial Impact:

This item is consistent with the Fiscal Year 2023/2024 Budget.

Reviewed By:

This item was received by the Board of Directors Metro Valley Study Session on August 10, 2023.

Responsible Staff:

Kristi Harris, Director of Project Delivery

Approved
Board of Directors
Date: September 6, 2023

Witnessed By:

Minute Action

AGENDA ITEM: 17

Date: September 6, 2023

Subject:

Interstate 215 Segment 5 Landscape Project California Department of Transportation Construction Cooperative Agreement

Recommendation:

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

Authorize the Executive Director, or his designee, to execute Cooperative Agreement No. 23-1002969, with the California Department of Transportation, to define roles, responsibilities, and funding commitments for the Interstate 215 Segment 5 Landscape Project, and identify SBCTA as the lead agency for the Construction Phase of the project, upon approval as to form by SBCTA General Counsel.

Background:

In February 2012, the San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board) approved Cooperative Agreement No. 00-1000602, with the California Department of Transportation (Caltrans) to define roles, responsibilities, and funding commitments for the Interstate 215 (I-215) Landscape Projects with Caltrans as the lead agency for the design phase of the projects.

Cooperative Agreement No. 00-1000602 included four separate landscape projects; Segments 1, 2, 3 & 5. Caltrans completed design for Segments 1, 2, & 3 in 2017 and construction for those segments was completed in 2020. The funding provided in the Cooperative Agreement was not sufficient to complete the design for the I-215 Segment 5 Landscape Project (Segment 5).

In April 2022, the SBCTA Board of Directors (Board) approved Amendment No. 2 to Contract No. 19-1002005 with EXP U.S. Services, Inc. for the design services of Segment 5. The design is scheduled to be completed in fall 2023, with construction completion planned by summer 2024.

In January 2023, the Board approved Cooperative Agreement No. 23-1002873, with Caltrans, to define the roles and responsibilities for Segment 5 and to identify SBCTA as the lead agency for the Plans, Specifications and Estimates (PS&E) for the project. Cooperative Agreement No. 23-1002969, with Caltrans, defines the roles, responsibilities, and funding commitments for Segment 5 and identifies SBCTA as the lead agency for the Construction Phase of the project.

Financial Impact:

This item is consistent with the Fiscal Year 2023/2024 Budget under Task No. 0820 Freeway Projects, Sub-Task No. 0838 I-215 Segment-5 Landscape Project.

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 August 10, 2023. SBCTA General Counsel and Risk Manager have reviewed this item and the draft agreement.

Responsible Staff:

Juan Lizarde, Project Manager

Entity: San Bernardino County Transportation Authority

Approved
Board of Directors
Date: September 6, 2023
Witnessed By:

General Contract Information

Contract No: 23-1002969 Amendment No.: _____

Contract Class: Payable Department: Project Delivery

Vendor No.: 00450 Vendor Name: California Department of Transportation

Description: I-215 Segment 5 Landscape Construction Cooperative Agreement

List Any Related Contract Nos.: _____

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

Contract Authorization

Board of Directors Date: 09/06/2023 Board Item # 9874

Contract Management (Internal Purposes Only)

Zero Dollar Contracts Sole Source? N/A No Budget Adjustment

Zero Dollar MOU/COOP/JPA (zero dollar contract) N/A

Accounts Payable

Estimated Start Date: 09/06/2023 Expiration Date: 12/31/2039 Revised Expiration Date: _____

NHS: Yes QMP/QAP: Yes Prevailing Wage: N/A

									Total Contract Funding:		Total Contingency:	
	Fund	Prog	Task	Sub-Task	Object	Revenue	PA Level	Revenue Code Name	\$	-	\$	-
GL:										-		-
GL:										-		-
GL:										-		-
GL:										-		-
GL:										-		-
GL:										-		-
GL:										-		-
GL:										-		-
GL:										-		-
GL:										-		-

Juan Lizarde

Project Manager (Print Name)

Kristi Harris

Task Manager (Print Name)

Additional Notes:

Attachment: 23-1002969_CSS (9874 : I-215 Segment 5 Landscape Caltrans Construction COOP)

Project No. 0800020433

EA 0071L

08-SBD-215-9.1/10.1

SBCTA Contract No. 23-1002969

COOPERATIVE AGREEMENT COVER SHEET

Work Description

ON I-215 FROM 0.1 MILES SOUTH OF MASSACHUSETTS AVENUE TO 0.05 MILES SOUTH OF I-215/SR-210 JUNCTION, PROVIDE HIGHWAY REPLACEMENT PLANTING CONSISTING OF IRRIGATION, WOOD MULCH, MAINTENANCE ACCESS ROADS, ROCK BLANKET, TREES, AND OTHER VEGETATION SUPPORTED BY THE PALMS TO PINES CONCEPT

Contact Information

CALTRANS

Ahmad Nabulsi, Project Manager

464 West 4th Street

San Bernardino, CA 92401

Office Phone: (562) 666-5862

Email: ahmad.nabulsi@dot.ca.gov

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

Juan Lizarde, Project Manager

1170 West Third Street, 2nd Floor

San Bernardino, CA 92410

Office Phone: (909) 884-8276

Email: jlizarde@gosbcta.com

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COOPERATIVE AGREEMENT(DRAFT)

This AGREEMENT, executed on and effective from _____, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and:

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

An individual signatory agency in this AGREEMENT is referred to as a PARTY. Collectively, the signatory agencies in this AGREEMENT are referred to as PARTIES.

RECITALS

1. PARTIES are authorized to enter into a cooperative agreement for improvements to the State Highway System per the California Streets and Highways Code, Sections 114 and 130.
2. For the purpose of this AGREEMENT, *on I-215 from 0.1 miles south of Massachusetts Avenue to 0.05 miles south of I-215/SR-210 junction, provide highway replacement planting consisting of irrigation, wood mulch, maintenance access roads, rock blanket, trees and other vegetation supported by the Palms to Pines concept*, will be referred to hereinafter as PROJECT. The PROJECT scope of work is defined in the project initiation and approval documents (e.g. Project Study Report, Design Engineering Evaluation Report, or Project Report).
3. All obligations and responsibilities assigned in this AGREEMENT to complete the following PROJECT COMPONENT will be referred to hereinafter as WORK:

- CONSTRUCTION

Each PROJECT COMPONENT is defined in the CALTRANS Workplan Standards Guide as a distinct group of activities/products in the project planning and development process.

4. The term AGREEMENT, as used herein, includes this document and any attachments, exhibits, and amendments.

This AGREEMENT is separate from and does not modify or replace any other cooperative agreement or memorandum of understanding between the PARTIES regarding the PROJECT.

PARTIES intend this AGREEMENT to be their final expression that supersedes any oral understanding or writings pertaining to the WORK. The requirements of this AGREEMENT will preside over any conflicting requirements in any documents that are made an express part of this AGREEMENT.

If any provisions in this AGREEMENT are found by a court of competent jurisdiction to be, or are in fact, illegal, inoperative, or unenforceable, those provisions do not render any or all other AGREEMENT provisions invalid, inoperative, or unenforceable, and those provisions will be automatically severed from this AGREEMENT.

Except as otherwise provided in the AGREEMENT, PARTIES will execute a written amendment if there are any changes to the terms of this AGREEMENT.

PARTIES agree to sign a CLOSURE STATEMENT to terminate this AGREEMENT. However, all indemnification, document retention, audit, claims, environmental commitment, legal challenge, maintenance and ownership articles will remain in effect until terminated or modified in writing by mutual agreement or expire by the statute of limitations.

5. The following work associated with this PROJECT has been completed or is in progress:
 - Caltrans approved the Categorical Exemption on December 21, 2012.
 - Caltrans approved the Categorical Exclusion on December 21, 2012.
 - SBCTA completed the R/W Certification on January 26, 2023 (Cooperative Agreement No. 08-1760).
 - SBCTA to complete the Plans, Specifications and Estimate by October 2023 (Cooperative Agreement No. 08-1760).
6. In this AGREEMENT capitalized words represent defined terms, initialisms, or acronyms.
7. PARTIES hereby set forth the terms, covenants, and conditions of this AGREEMENT.

RESPONSIBILITIES

Sponsorship

8. A SPONSOR is responsible for establishing the scope of the PROJECT and securing the financial resources to fund the WORK. A SPONSOR is responsible for securing additional funds when necessary or implementing PROJECT changes to ensure the WORK can be completed with the funds committed in this AGREEMENT.

PROJECT changes, as described in the CALTRANS Project Development Procedures Manual, will be approved by CALTRANS as the owner/operator of the State Highway System.

9. SBCTA is the SPONSOR for the WORK in this AGREEMENT.

Implementing Agency

10. The IMPLEMENTING AGENCY is the PARTY responsible for managing the scope, cost, schedule, and quality of the work activities and products of a PROJECT COMPONENT.

- SBCTA is the CONSTRUCTION IMPLEMENTING AGENCY.

CONSTRUCTION includes construction contract administration, surveying/staking, inspection, quality assurance, and assuring regulatory compliance. The CONSTRUCTION component budget identifies the capital costs of the construction contract/furnished materials (CONSTRUCTION CAPITAL) and the cost of the staff work in support of the construction contract administration (CONSTRUCTION SUPPORT).

11. SBCTA will provide a Quality Management Plan (QMP) for the WORK in every PROJECT COMPONENT that they are the IMPLEMENTING AGENCY of. The QMP describes the IMPLEMENTING AGENCY's quality policy and how it will be used. The QMP will include a process for resolving disputes between the PARTIES at the team level. The QMP is subject to CALTRANS review and approval.
12. Any PARTY responsible for completing WORK will make its personnel and consultants that prepare WORK available to help resolve WORK-related problems and changes for the entire duration of the PROJECT including PROJECT work that may occur under separate agreements.

Funding

13. The WORK does not use funds administered by CALTRANS. PARTIES will amend this AGREEMENT should this condition change.
14. Each PARTY is responsible for the costs they incur in performing the WORK.

CALTRANS' Quality Management

15. CALTRANS, as the owner/operator of the State Highway System (SHS), will perform quality management work including Quality Management Assessment (QMA) and owner/operator approvals for the portions of WORK within the existing and proposed SHS right-of-way.
16. CALTRANS' Quality Management Assessment (QMA) efforts are to ensure that SBCTA's quality assurance results in WORK that is in accordance with the applicable standards and the PROJECT's quality management plan (QMP). QMA does not include any efforts necessary to develop or deliver WORK or any validation by verifying or rechecking WORK.

When CALTRANS performs QMA, it does so for its own benefit. No one can assign liability to CALTRANS due to its QMA.

17. CALTRANS, as the owner/operator of the State Highway System, will approve WORK products in accordance with CALTRANS policies and guidance and as indicated in this AGREEMENT.
18. SBCTA will provide WORK-related products and supporting documentation upon CALTRANS' request for the purpose of CALTRANS' quality management work.
19. The cost of CALTRANS' quality management work is to be borne by CALTRANS.

CEQA/NEPA Lead Agency

20. CALTRANS is the CEQA Lead Agency for the PROJECT.
21. CALTRANS is the NEPA Lead Agency for the PROJECT.

Environmental Permits, Approvals and Agreements

22. SBCTA will comply with the commitments and conditions set forth in the environmental documentation, environmental permits, approvals, and applicable agreements as those commitments and conditions apply to SBCTA's responsibilities in this AGREEMENT.

23. Unless otherwise assigned in this AGREEMENT, the IMPLEMENTING AGENCY for a PROJECT COMPONENT is responsible for all PROJECT COMPONENT WORK associated with coordinating, obtaining, implementing, renewing, and amending the PROJECT permits, agreements, and approvals whether they are identified in the planned project scope of work or become necessary in the course of completing the PROJECT.
24. The PROJECT requires the following environmental permits/approvals:

ENVIRONMENTAL PERMITS/REQUIREMENTS
401, Regional Water Quality Control Board
National Pollutant Discharge Elimination System (NPDES), State Water Resources Control Board

CONSTRUCTION

25. As the CONSTRUCTION IMPLEMENTING AGENCY, SBCTA is responsible for all CONSTRUCTION WORK except those activities and responsibilities that are assigned to another PARTY and those activities that are excluded under this AGREEMENT.
26. CALTRANS will be responsible for completing the following CONSTRUCTION SUPPORT activities:

CALTRANS Work Breakdown Structure Identifier (If Applicable)
100.20.10.xx Quality Management

27. Physical and legal possession of the right-of-way must be completed prior to advertising the construction contract, unless PARTIES mutually agree to other arrangements in writing.
28. Right-of-way conveyances must be completed prior to WORK completion, unless PARTIES mutually agree to other arrangements in writing.

29. CALTRANS will not issue an encroachment permit to SBCTA for construction work until the following conditions are met:
- CALTRANS accepts the final plans, specifications, and estimate
 - CALTRANS accepts the Right-of-Way Certification
 - Any new or amended maintenance agreements required for the WORK are executed.
 - Any new or amended Freeway Agreement required for the WORK are executed.
30. SBCTA will require the construction contractor to furnish payment and performance bonds naming SBCTA as obligee, and CALTRANS as additional obligee, and to carry liability insurance in accordance with CALTRANS Standard Specifications.
31. SBCTA will advertise, open bids, award, and approve the construction contract in accordance with the California Public Contract Code and the California Labor Code. By accepting responsibility to advertise and award the construction contract, SBCTA also accepts responsibility to administer the construction contract.
32. CALTRANS will not issue an encroachment permit to SBCTA's construction contractor until CALTRANS accepts:
- The payment and performance bonds
 - The CONSTRUCTION Quality Management Plan
33. The CONSTRUCTION Quality Management Plan (QMP) will describe how construction material verification and workmanship inspections will be performed at manufacturing sources and the PROJECT job-site. The construction material and Source Inspection QMP (SIQMP) are subject to review and approval by the State Materials Engineer.
34. The CONSTRUCTION Quality Management Plan will address the radiation safety requirements of the California Code of Regulations 17 CCR § 30346 when the work requires Gamma-Gamma Logging acceptance testing for Cast in Drilled Hole (CIDH) pile or whenever else it is applicable. In accordance with these regulations SBCTA, as the "well operator", will have a written agreement with any consultant or external entity performing these tests.
35. SBCTA will provide a Resident Engineer and CONSTRUCTION SUPPORT staff that are independent of the construction contractor. The Resident Engineer will be a Civil Engineer, licensed in the State of California, who is responsible for construction contract administration activities.

36. CALTRANS will review and concur with:
- Change Orders affecting public safety, public convenience, protected environmental resources, the preservation of property, all design and specification changes, and all major changes as defined in the CALTRANS Construction Manual. These Change Orders must receive written concurrence by CALTRANS prior to implementation.
 - The Stormwater Pollution Prevention Plan (SWPPP) or the Water Pollution Control Plan (WPCP).
37. SBCTA will administer and process all construction contract claims pursuant to the requirements set forth under Public Contract Code, Section 9204. In addition, all public works claims of \$375,000 or less shall be resolved in accordance with Public Contract Code Section 20104, et seq. and other applicable laws.
38. SBCTA is designated as the Legally Responsible Person pursuant to the Construction General Permit, State Water Resources Control Board (SWRCB) Order Number 2009-0009-DWQ, as defined in Appendix 5, Glossary, and assumes all roles and responsibilities assigned to the Legally Responsible Person as mandated by the Construction General Permit. SBCTA is required to comply with the CALTRANS MS4 National Pollutant Discharge Elimination System (NPDES) permit for all work within the State Highway System.

39. As the CONSTRUCTION IMPLEMENTING AGENCY, SBCTA is responsible for maintenance of the State Highway System (SHS) within the PROJECT limits as part of the construction contract until the following conditions are met:
- Any required maintenance agreements are executed for the portions of SHS for which relief of maintenance is to be granted.
 - CALTRANS approves a request from SBCTA for relief from maintenance of the PROJECT or a portion thereof.
40. Upon completion of the construction contract and one (1) year plant establishment period under this Agreement, SBCTA shall assume maintenance and the expense thereof for PROJECT, at its own expense, for a four (4) year landscape maintenance period to establish existing planting (EEP), after which, CALTRANS assumes full responsibility for maintenance. SBCTA's maintenance responsibilities include, but are not limited to, inspection, providing emergency repair, weed abatement, litter removal, replacement and maintenance of landscaping within PROJECT limits. As part of SBCTA's maintenance responsibilities, during construction of PROJECT and for the one (1) year plant establishment period and for the first two (2) years of the plant maintenance period following construction, SBCTA shall make all necessary arrangements with the local utility company for payment and billing of water supplied for PROJECT, after which time CALTRANS will make arrangements with the utility company to transfer billing and be responsible for payment of water supplied for PROJECT.
41. Upon WORK completion, ownership or title to all materials and equipment constructed or installed for the operations and/or maintenance of the State Highway System (SHS) within SHS right-of-way as part of WORK become the property of CALTRANS.
- CALTRANS will not accept ownership or title to any materials or equipment constructed or installed outside SHS right-of-way.

42. Within one hundred eighty (180) calendar days following the completion and acceptance of the PROJECT construction contract, SBCTA will furnish CALTRANS with a complete set of “As-Built” plans and Change Orders, including any changes authorized by CALTRANS, using an approved transfer mechanism, such as a CD ROM, flash drive, Filr. The submitted digital files must be completed in accordance with Caltrans specifications, policies, and manuals, including requirements in Sections 2 and 3, of Chapter 17 in the Project Development Procedures Manual, then current CADD User’s Manual (Section 4.3), Plans Preparation Manual, and CALTRANS practice. The plans will have the Resident Engineer’s name, contract number, and construction contract acceptance date printed on each plan sheet, and with the Resident Engineer’s signature only on the title sheet. The As-Built plans will be in Microstation DGN format, version 8.0. When applicable, the digital submittal must also include high accuracy locating and underground facilities data. In addition, SBCTA will provide one set of As-Built plans and addenda in TIFF format.

The submittal must also include all CALTRANS requested contract records, and land survey documents. The land survey documents include monument preservation documents and records of surveys prepared to satisfy the requirements of the California Professional Land Surveyors Act (Business and Professions Code, Sections 8700 – 8805). Copies of survey documents and Records of Surveys filed in accordance with Business & Professions Code, Sections 8762 and 8771, will contain the filing information provided by the county in which filed.

Schedule

43. PARTIES will manage the WORK schedule to ensure the timely use of committed funds and to ensure compliance with any environmental permits, right-of-way agreements, construction contracts, and any other commitments. PARTIES will communicate schedule risks or changes as soon as they are identified and will actively manage and mitigate schedule risks.

Additional Provisions

Standards

44. PARTIES will perform all WORK in accordance with federal and California laws, regulations, and standards; Federal Highway Administration (FHWA) standards; and CALTRANS standards. CALTRANS standards include, but are not limited to, the guidance provided in the:

- CADD Users Manual
- CALTRANS policies and directives
- Plans Preparation Manual
- Project Development Procedures Manual (PDPM)
- Workplan Standards Guide
- Construction Manual
- Construction Manual Supplement for Local Agency Resident Engineers
- Local Agency Structure Representative Guidelines
- Encroachment Permit Manual

Qualifications

45. Each PARTY will ensure that personnel participating in WORK are appropriately qualified or licensed to perform the tasks assigned to them.

Consultant Selection

46. SBCTA will invite CALTRANS to participate in the selection of any consultants that participate in the WORK.

Encroachment Permits

47. CALTRANS will issue, upon proper application, the encroachment permits required for WORK within State Highway System (SHS) right-of-way. SBCTA, their contractors, consultants, agents, and utility owners will not work within the SHS right-of-way without an encroachment permit which specifically allows them to do so. CALTRANS will provide encroachment permits to SBCTA at no cost. CALTRANS will provide encroachment permits to utility owners at no cost. If the encroachment permit and this AGREEMENT conflict, the requirements of this AGREEMENT will prevail.
48. The IMPLEMENTING AGENCY for a PROJECT COMPONENT will coordinate, prepare, obtain, implement, renew, and amend any encroachment permits needed to complete the WORK.

Protected Resources

49. If any PARTY discovers unanticipated cultural, archaeological, paleontological, or other protected resources during WORK, all WORK in that area will stop and that PARTY will notify all PARTIES within 24 hours of discovery. WORK may only resume after a qualified professional has evaluated the nature and significance of the discovery and CALTRANS approves a plan for its removal or protection.

Disclosures

50. PARTIES will hold all administrative drafts and administrative final reports, studies, materials, and documentation relied upon, produced, created, or utilized for the WORK in confidence to the extent permitted by law and where applicable, the provisions of California Government Code, Section 7921.505(c)(5) will protect the confidentiality of such documents in the event that said documents are shared between PARTIES.

PARTIES will not distribute, release, or share said documents with anyone other than employees, agents, and consultants who require access to complete the WORK without the written consent of the PARTY authorized to release them, unless required or authorized to do so by law.

51. If a PARTY receives a public records request pertaining to the WORK, that PARTY will notify PARTIES within five (5) working days of receipt and make PARTIES aware of any disclosed public records.

Hazardous Materials

52. HM-1 is hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law, irrespective of whether it is disturbed by the PROJECT or not.

HM-2 is hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law only if disturbed by the PROJECT.

The management activities related to HM-1 and HM-2, including and without limitation, any necessary manifest requirements and disposal facility designations are referred to herein as HM-1 MANAGEMENT and HM-2 MANAGEMENT respectively.

53. If HM-1 or HM-2 is found the discovering PARTY will immediately notify all other PARTIES.

54. CALTRANS, independent of the PROJECT, is responsible for any HM-1 found within the existing State Highway System right-of-way. CALTRANS will undertake, or cause to be undertaken, HM-1 MANAGEMENT with minimum impact to the PROJECT schedule.

CALTRANS, independent of the PROJECT will pay, or cause to be paid, the cost of HM-1 MANAGEMENT related to HM-1 found within the existing State Highway System right-of-way.

55. If HM-1 is found within the PROJECT limits and outside the existing State Highway System right-of-way, responsibility for such HM-1 rests with the owner(s) of the parcel(s) on which the HM-1 is found. SBCTA, in concert with the local agency having land use jurisdiction, will ensure that HM-1 MANAGEMENT is undertaken with minimum impact to PROJECT schedule.

The cost of HM-1 MANAGEMENT for HM-1 found within the PROJECT limits and outside the existing State Highway System right-of-way will be the responsibility of the owner(s) of the parcel(s) where the HM-1 is located.

56. The CONSTRUCTION IMPLEMENTING AGENCY is responsible for HM-2 MANAGEMENT within the PROJECT limits.

SBCTA and CALTRANS will comply with the Soil Management Agreement for Aerially Deposited Lead Contaminated Soils (Soil Management Agreement) executed between CALTRANS and the California Department of Toxic Substances Control (DTSC). Under Section 3.2 of the Soil Management Agreement, CALTRANS and SBCTA each retain joint and severable liability for noncompliance with the provisions of the Soil Management Agreement. SBCTA will assume all responsibilities assigned to CALTRANS in the Soil Management Agreement during PROJECT COMPONENTS for which they are the IMPLEMENTING AGENCY except for final placement and burial of soil within the State right-of-way, per Section 4.5 of the Soil Management Agreement, which is subject to CALTRANS concurrence and reporting to DTSC which will be performed by CALTRANS.

57. CALTRANS' acquisition or acceptance of title to any property on which any HM-1 or HM-2 is found will proceed in accordance with CALTRANS' policy on such acquisition.

Claims

58. SBCTA may accept, reject, compromise, settle, or litigate claims of any consultants or contractors hired to complete WORK without concurrence from the other PARTY.
59. PARTIES will confer on any claim that may affect the WORK or PARTIES' liability or responsibility under this AGREEMENT in order to retain resolution possibilities for potential future claims. No PARTY will prejudice the rights of another PARTY until after PARTIES confer on the claim.
60. If the WORK expends state or federal funds, each PARTY will comply with the Federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards of 2 CFR, Part 200. PARTIES will ensure that any for-profit consultant hired to participate in the WORK will comply with the requirements in 48 CFR, Chapter 1, Part 31. When state or federal funds are expended on the WORK these principles and requirements apply to all funding types included in this AGREEMENT.
61. If the WORK expends state or federal funds, each PARTY will undergo an annual audit in accordance with the Single Audit Act in the Federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards as defined in 2 CFR, Part 200.
62. When a PARTY reimburses a consultant for WORK with state or federal funds, the procurement of the consultant and the consultant overhead costs will be in accordance with the Local Assistance Procedures Manual, Chapter 10.

Interruption of Work

63. If WORK stops for any reason, each PARTY will continue with environmental commitments included in the environmental documentation, permits, agreements, or approvals that are in effect at the time that WORK stops, and will keep the PROJECT in environmental compliance until WORK resumes.

Penalties, Judgements and Settlements

64. The cost of awards, judgements, fines, interest, penalties, attorney's fees, and/or settlements generated by the WORK are considered WORK costs.
65. The cost of legal challenges to the environmental process or documentation are considered WORK costs.
66. Any PARTY whose action or lack of action causes the levy of fines, interest, or penalties will indemnify and hold all other PARTIES harmless per the terms of this AGREEMENT.

Environmental Compliance

67. If during performance of WORK additional activities or environmental documentation is necessary to keep the PROJECT in environmental compliance, PARTIES will amend this AGREEMENT to include completion of those additional tasks.

GENERAL CONDITIONS

68. All portions of this AGREEMENT, including the Recitals Section, are enforceable.

Venue

69. PARTIES understand that this AGREEMENT is in accordance with and governed by the Constitution and laws of the State of California. This AGREEMENT will be enforceable in the State of California. Any PARTY initiating legal action arising from this AGREEMENT will file and maintain that legal action in the Superior Court of the county in which the CALTRANS district office that is signatory to this AGREEMENT resides, or in the Superior Court of the county in which the PROJECT is physically located.

Exemptions

70. All CALTRANS' obligations and commitments under this AGREEMENT are subject to the appropriation of resources by the Legislature, the State Budget Act authority, programming and allocation of funds by the California Transportation Commission (CTC).

Indemnification

71. Neither CALTRANS nor any of its officers and employees, are responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by SBCTA, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon SBCTA under this AGREEMENT. It is understood and agreed that SBCTA, to the extent permitted by law, will defend, indemnify, and save harmless CALTRANS and all of their officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by SBCTA, its contractors, sub-contractors, and/or its agents under this AGREEMENT.
72. Neither SBCTA nor any of its officers and employees, are responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CALTRANS under this AGREEMENT. It is understood and agreed that CALTRANS, to the extent permitted by law, will defend, indemnify, and save harmless SBCTA and all of their officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under this AGREEMENT.

Non-parties

73. PARTIES do not intend this AGREEMENT to create a third party beneficiary or define duties, obligations, or rights for entities not signatory to this AGREEMENT. PARTIES do not intend this AGREEMENT to affect their legal liability by imposing any standard of care for fulfilling the WORK different from the standards imposed by law.
74. PARTIES will not assign or attempt to assign obligations to entities not signatory to this AGREEMENT without an amendment to this AGREEMENT.

Ambiguity and Performance

75. Neither PARTY will interpret any ambiguity contained in this AGREEMENT against the other PARTY. PARTIES waive the provisions of California Civil Code, Section 1654.

A waiver of a PARTY's performance under this AGREEMENT will not constitute a continuous waiver of any other provision.

76. A delay or omission to exercise a right or power due to a default does not negate the use of that right or power in the future when deemed necessary.

Defaults

77. If any PARTY defaults in its performance of the WORK, a non-defaulting PARTY will request in writing that the default be remedied within thirty (30) calendar days. If the defaulting PARTY fails to do so, the non-defaulting PARTY may initiate dispute resolution.

Dispute Resolution

78. PARTIES will first attempt to resolve AGREEMENT disputes at the PROJECT team level as described in the Quality Management Plan. If they cannot resolve the dispute themselves, the CALTRANS District Director and the Executive Officer of SBCTA will attempt to negotiate a resolution. If PARTIES do not reach a resolution, PARTIES' legal counsel will initiate mediation. PARTIES agree to participate in mediation in good faith and will share equally in its costs.

Neither the dispute nor the mediation process relieves PARTIES from full and timely performance of the WORK in accordance with the terms of this AGREEMENT. However, if any PARTY stops fulfilling its obligations, any other PARTY may seek equitable relief to ensure that the WORK continues.

Except for equitable relief, no PARTY may file a civil complaint until after mediation, or forty-five (45) calendar days after filing the written mediation request, whichever occurs first.

PARTIES will file any civil complaints in the Superior Court of the county in which the CALTRANS District Office signatory to this AGREEMENT resides or in the Superior Court of the county in which the PROJECT is physically located.

79. PARTIES maintain the ability to pursue alternative or additional dispute remedies if a previously selected remedy does not achieve resolution.

Prevailing Wage

80. When WORK falls within the Labor Code § 1720(a)(1) definition of "public works" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code § 1771, PARTIES will conform to the provisions of Labor Code §§ 1720-1815, and all applicable provisions of California Code of Regulations, Title 8, Division 1, Chapter 8, Subchapter 3, Articles 1-7. PARTIES will include prevailing wage requirements in contracts for public work and require contractors to include the same prevailing wage requirements in all subcontracts.

Work performed by a PARTY's own employees is exempt from the Labor Code's Prevailing Wage requirements.

If WORK is paid for, in whole or part, with federal funds and is of the type of work subject to federal prevailing wage requirements, PARTIES will conform to the provisions of the Davis-Bacon and Related Acts, 40 U.S.C. §§ 3141-3148.

When applicable, PARTIES will include federal prevailing wage requirements in contracts for public works. WORK performed by a PARTY's employees is exempt from federal prevailing wage requirements.

SIGNATURES

PARTIES are authorized to enter into this AGREEMENT and have delegated to the undersigned the authority to execute this AGREEMENT on behalf of the respective agencies and hereby covenants to have followed all the necessary legal requirements to validly execute this AGREEMENT. By signing below, the PARTIES each expressly agree to execute this AGREEMENT electronically.

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

**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION**

Catalino A. Pining III
District Director

Verification of funds and authority:

Corina Harriman
District Budget Manager

Certified as to financial terms and policies:

Darwin Salmos
HQ Accounting Supervisor

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

(Not for signature at this time)

Raymond Wolfe
Executive Director

Approved as to form:

Juanda Daniel
Assistant General Counsel

Minute Action

AGENDA ITEM: 18

Date: September 6, 2023

Subject:

Interstate 15 Corridor Freight and Express Lanes Construction and Maintenance Agreement for Vina Vista Overhead Crossing with Union Pacific Railroad and California Department of Transportation

Recommendation:

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

Authorize the Executive Director, or his designee, to execute Agreement No. 23-1002939 with Union Pacific Railroad, California Department of Transportation, and SBCTA for defining roles, responsibilities, and funding for the construction and maintenance of the Interstate 15 Corridor Freight and Express Lanes Project at the Vina Vista Overhead in the amount of ~~\$65,000~~ **\$68,000**, subject to approval as to form by SBCTA General Counsel, or her designee.

Background:

The Interstate 15 (I-15) Corridor Freight and Express Lanes Project (Project) will add auxiliary lanes to improve freight corridor movement and will add one to two express lanes in each direction on the I-15 from 0.3 miles south of Cantu-Galleano Ranch Road to Duncan Canyon Road. The Environmental Document for the Project was approved in December 2018. The Project will be delivered in multiple construction packages. The first construction package, known as the I-15 Corridor Freight and Express Lanes Project – Contract 1 (Contract 1), will also add auxiliary lanes at select locations in order to improve freight movement and reduce traffic congestion. Construction packages for portions north of Foothill Boulevard to Duncan Canyon Road will be developed in the future based on funding considerations. Final design work for Contract 1 is ongoing with current activities consisting of structure design and developing Plans, Specifications, and Estimates.

This item covers one of the three railroad construction and maintenance (C&M) agreements where the I-15 traverses three railroad crossings with infrastructure used by either the Southern California Regional Rail Authority (SCRRA) or the Union Pacific Railroad (UPRR). Two of these C&M agreements include California Department of Transportation (Caltrans) as a party since Caltrans operates and maintains the I-15.

C&M Agreement No. 23-1002939 is a three-party agreement with UPRR, Caltrans, and SBCTA for defining roles, responsibilities, and funding for the C&M of the Vina Vista Overhead crossing located in the City of Ontario. In this agreement, SBCTA performs all project and/or structure work at the UPRR rail line, Caltrans maintains said roadway and bridge improvement, and SBCTA pays for actual costs for UPRR construction support and other UPRR expenses defined within the agreement at an estimated cost of ~~\$65,000~~ **\$68,000**.

Currently, the C&M agreement is in final review by all agencies. With the execution of this agreement and the two others currently under development in September 2023, the Right-of-Way Certification can be approved by Caltrans so the project can meet the planned schedule milestone of Ready-to-List (RTL).

Entity: San Bernardino County Transportation Authority

Board of Directors Agenda Item

September 6, 2023

Page 2

Staff is recommending that the Board authorize the Executive Director, or his designee, to execute C&M Agreement No. 23-1002939, subject to approval as to form by SBCTA General Counsel, in order to preserve the project schedule.

Financial Impact:

This item is consistent with the Fiscal Year 2023/2024 Budget for Task No. 0820, Freeway Projects, Sub-Task No. 0831, I-15 Corridor Express Lanes Improvements Contract 1.

Reviewed By:

This item was reviewed and recommended for approval (15-0-0) with a quorum of the Board Present at the Board of Directors Metro Valley Study Session on August 10, 2023. SBCTA General Counsel and Risk Manager have reviewed this item and the draft agreement.

The estimated cost was updated to \$68,000, to include a \$3,000 real estate fee for Union Pacific Railroad, after approval at the August 10, 2023 Metro Valley Study Session.

Responsible Staff:

Sal Chavez, Project Delivery Manager

Approved
Board of Directors
Date: September 6, 2023

Witnessed By:

Contract No.: 23-1002939 Amendment No.: _____

Contract Class: Payable Department: Project Delivery

Vendor No.: 02269 Vendor Name: Union Pacific Railroad

Description: I-15 Corridor Freight & Express Lanes C&M Agreement for the Vina Vista OH

List Any Related Contract Nos.: _____

Dollar Amount							
Original Contract		\$	68,000.00	Original Contingency		\$	-
Prior Amendments		\$	-	Prior Amendments		\$	-
Prior Contingency Released		\$	-	Prior Contingency Released (-)		\$	-
Current Amendment		\$	-	Current Amendment		\$	-
Total/Revised Contract Value		\$	68,000.00	Total Contingency Value		\$	-
	Total Dollar Authority (Contract Value and Contingency)					\$	68,000.00

Board of Directors	Date: 09/06/2023	Board	Item # 9875
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Board of Directors Date: 09/06/2023 Board Item # 9875

Capital Project Contracts	Sole Source?	N/A	No Budget Adjustment
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Capital Project Contracts	Sole Source?	N/A	No Budget Adjustment
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Local	Construction and Maintenance Agreement	N/A
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Estimated Start Date:	09/06/2023	Expiration Date:	12/31/2039	Revised Expiration Date:
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Estimated Start Date: 09/06/2023 Expiration Date: 12/31/2039 Revised Expiration Date:

NHS: Yes QMP/QAP: Yes Prevailing Wage: N/A

Total Contract Funding: Total Contingency:

[illegible]

Sal Chavez

Tim Byrne

Project Manager (Print Name)

Task Manager (Print Name)

Additional Notes:

State Agreement #08R229
 Railroad Real Estate Project No. 0463380
 08-SBd-15 PM 0.0-12.2
 EA 08-0R801
 PID 0820000075
 DOT No. 903147V
 RMP 0526.20
 Alhambra Subdivision

**CONSTRUCTION AND MAINTENANCE AGREEMENT
 INTERSTATE-15 CORRIDOR FREIGHT AND EXPRESS LANES
 AT THE VINA VISTA OVERHEAD (I-15 OH) PROJECT**

THIS AGREEMENT, ("Agreement") made and entered into as of the _____ day of _____, 2023, by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation to be addressed at 1400 Douglas Street, MS1690, Omaha, Nebraska 68179-1690 ("**Railroad**"), the **STATE OF CALIFORNIA, acting by and through its Department of Transportation** to be addressed at 1120 N Street, MS 37, Sacramento, California 95814 ("**State**"), and **SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY ("SBCTA")**, a California public agency. Collectively referred to herein as the "**PARTIES**".

RECITALS:

A. On May 22, 1973, the Southern Pacific Transportation Company and the Department of Public Works entered into an agreement covering the construction and maintenance of five overpasses known as Vina Vista Overheads in San Bernardino County, California. Today, the present parties of the 1973 Agreement are the Union Pacific Railroad Company (Railroad), formerly known as the Southern Pacific Transportation Company and the State of California, by and through its Department of Transportation, formerly known as the Department of Public Works.

B. On March 27, 2008, State and Railroad entered into an agreement to reconstruct and rehabilitate the existing Interstate 15, to add lanes in the center of the existing Interstate 15 freeway. The 1973 and 2008 agreements are hereinafter referenced, in this Agreement as the "Original Agreement".

C. SBCTA and State now propose to construct Express Lanes, including tolled facilities, in both directions of Interstate 15 (I-15) (the "Project") including the I-15 Vina Vista Overhead, herein referred to as the "Structure". SBCTA will execute and oversee the construction of the Project.

D. The individual responsibilities of SBCTA are set forth in Sections 7 and 13 of this agreement. The individual responsibilities of the State are set forth in Section 11 of this agreement.

E. The general location of the Structure is shown on the Survey Print marked **Exhibit A**. The type, size and location prints of the Structure are marked **Exhibit A-1**, with each exhibit attached hereto and hereby made a part hereof.

F. The proposed Structure work referred to as the "New Crossing Area" in the **Exhibit A** Survey Print is within existing rights granted by Railroad in the Original Agreement, referred to as the "Original Agreement Area" in the **Exhibit A** Survey Print and no additional aerial easement rights from the Railroad are required. The New Crossing Area and Existing Crossing Area, together, are referred to as the "Crossing Area".

G. The parties now desire to set forth herein their understanding and agreement relating to the construction, reconstruction, replacement, use, maintenance and repair of Structure and State's payment for and use of the Project Parcels.

AGREEMENT:

NOW, THEREFORE, it is mutually agreed by and between the parties hereto as follows:

Section 1. LIST OF EXHIBITS

The exhibits below are attached hereto and hereby made a part hereof:

Exhibit A	Survey Print
Exhibit A-1	Structure's General Type, Size and Profile
Exhibit B	General Terms and Conditions
Exhibit C	Railroad Cost Estimate
Exhibit D	Railroad Coordination Requirements
Exhibit E	Contractor's Right of Entry Agreement
Exhibit F	Railroad Guidelines for Temporary Shoring

Section 2. EXHIBITS B AND D

The general terms and conditions marked **Exhibit B**, and the Railroad's Coordination Requirements marked **Exhibit D**, are attached hereto and hereby made a part hereof.

Section 3. RAILROAD GRANTS RIGHT

For and in consideration of the sum of **THREE THOUSAND DOLLARS (\$3,000.00)**, to be paid by the SBCTA to the Railroad upon the execution and delivery of this Agreement and in further consideration of the State's and SBCTA's agreement to perform and comply with the terms of this Agreement, the Railroad hereby grants to the State and SBCTA the right to construct, maintain and repair the Structure over and across the Crossing Area shown on **Exhibit A**.

Section 4. DEFINITION OF CONTRACTOR

For purposes of this Agreement the term "Contractor" shall mean the contractor or contractors hired by SBCTA to perform any Project work on any portion of Railroad's property and shall also include the Contractor's subcontractors and the Contractor's and subcontractor's respective employees, officers and agents, and others acting under its or their authority.

Section 5. CONTRACTOR'S RIGHT OF ENTRY AGREEMENT - INSURANCE

A. Prior to Contractor performing any work within the Crossing Area involving the Project, and any subsequent maintenance or repair work, the State shall require the Contractor to:

- execute the Railroad's then current Contractor's Right of Entry Agreement (Ex. E)
- obtain the then current insurance required in the Contractor's Right of Entry Agreement; and
- provide such insurance policies, certificates, binders and/or endorsements to the Railroad.

Railroad's current Contractor's Right of Entry Agreement is marked **Exhibit E** and is incorporated by reference as though fully set forth herein. SBCTA confirms that the Contractor will be required to execute such form of agreement and obtain the required insurance before commencing any work on any Railroad property. Under no circumstances will the Contractor be allowed on the Railroad's property without first executing the Railroad's Contractor's Right of Entry Agreement and obtaining the insurance set forth therein and also providing to the Railroad the insurance policies, binders, certificates and/or endorsements described therein.

B. All insurance correspondence, binders, policies, certificates and/or endorsements shall be sent to:

Manager - Contracts
 Union Pacific Railroad Company
 Real Estate Department
 1400 Douglas Street, Mail Stop 1690
 Omaha, NE 68179-1690
 UP Project No. 0463380

C. SBCTA is self-insured and will maintain self-insured status during the performance of the work associated with the Project. If SBCTA's own employees will be performing any of the Project work, SBCTA shall self-insure all or a portion of the insurance coverage as allowed pursuant to SBCTA's Insurance Rules and agrees to indemnify Railroad against any and all claims arising out of the work performed on the Project by SBCTA Employees. SBCTA shall not indemnify Railroad for claims by SBCTA Employees that arise out of negligent acts or willful misconduct by Railroad, its officials, directors, officers, employees, and agents.

Section 6. FEDERAL AID POLICY GUIDE

If SBCTA will be receiving any federal funding for the Project the current rules, regulations and provisions of the Federal Aid Policy Guide as contained in 23 CFR 140, Subpart I and 23 CFR 646, Subparts A and B are incorporated into this Agreement by reference.

Section 7. WORK TO BE PERFORMED BY RAILROAD; BILLING SENT TO SBCTA; SBCTA 'S PAYMENT OF BILLS

A. Railroad Work and Operation oversight to be performed during the Project by Railroad, at the sole cost and expense to the SBCTA, is described in Railroad's Cost Estimates dated March 27, 2023, marked **Exhibit C**, and is incorporated by reference as though fully set forth herein. (the "Estimate"). As set forth in the Estimate, the Railroad's estimated cost for the Railroad's work associated with the Project is Sixty Five Thousand dollars (\$65,000.00).

B. Railroad, if it so elects, may recalculate and update the Estimate submitted to SBCTA in the event the SBCTA does not commence construction on the portion of the Project located on the Railroad's property within 12 months from the date of the execution of this Agreement.

C. SBCTA cannot reimburse Railroad for any costs incurred outside the scope of work described herein or occurring prior to the effective date of this Agreement.

D. The Railroad shall send progressive billing to SBCTA during the Project, and final billing to SBCTA within one hundred eighty (180) days after receiving written notice from SBCTA that all Project work affecting the Railroad's property has been completed.

E. SBCTA shall reimburse Railroad for all undisputed invoices within 45 business days of receiving Railroad's invoiced charges.

Section 8. WORK PERFORMED BY SBCTA

A. SBCTA, as a Project expense and at no cost to Railroad, shall perform all Project and/or Structure work including, without limitation, other applicable work, all of which shall be performed in compliance with the Plans and Minimum Requirements and described and defined in Section 10, and in a good and workmanlike manner and prosecuted diligently to conclusion. The use of Railroad's property by SBCTA and/or its Contractor (as defined herein) shall be limited to the identified existing area designated on **Exhibit A** defined and shall be subject to Railroad's notification requirements and the terms and conditions of this Agreement and exhibits hereto.

B. SBCTA or the Contractor will be responsible for securing the required flagging services from one of the Railroad's approved vendors in accordance with Railroad's policy and procedures for flagging found on Railroad's website at [UP: Real Estate and Utility Specifications](#).

C. SBCTA, as a project expense and at no cost to Railroad, shall complete or cause to complete all Project-related construction activities within four (4) years of the Effective Date of this Agreement.

Section 9. NO PROJECT EXPENSES TO BE BORNE BY RAILROAD

SBCTA agrees that no Project costs and expenses are to be borne by Railroad. In addition, Railroad is not required to contribute any funding for the Project.

Section 10. PLANS

A. SBCTA, at its expense, shall prepare, or cause to be prepared by others, the detailed plans and specifications and submit such plans and specifications to Railroad, for prior review and approval. The plans and specifications shall include all Roadway layout specifications, cross sections and elevations, associated drainage, and other appurtenances.

B. The final one hundred percent (100%) completed plans that are approved in writing by the Railroad's Assistant Vice President Engineering-Design, or his authorized representative, are hereinafter referred to as the "Plans". The Plans are hereby made a part of this Agreement by reference.

C. No changes in the Plans shall be made unless Railroad has consented to such changes in writing.

D. Railroad's review and approval of the Plans will in no way relieve the SBCTA or the Contractor from their responsibilities, obligations and/or liabilities under this Agreement, and will be given with the understanding that Railroad makes no representations or warranty as to the validity, accuracy, legal compliance or completeness of the Plans and that any reliance by the SBCTA or Contractor on the Plans is at the risk of the SBCTA and Contractor.

Section 11. MAINTENANCE AND REPAIR OF STRUCTURE AND OF ROADWAY LOCATED ON THE STRUCTURE

Upon acceptance of the project, State, at its expense, shall maintain, repair, reconstruct, and/or replace or cause to be maintained, repaired, reconstructed and/or replaced the entire Structure including without limitation, all fire damage and homeless removal, graffiti removal, or painting involving the

Structure in a safe, clean, sturdy and sound condition. If any inspection, maintenance, repairs, reconstruction or replacement of the Structure requires State or its contractor (as defined in Section 5) to enter upon and use any portion of Railroad property, or if such work could jeopardize the safety of railroad personnel and equipment beneath the Structure, such as, but not limited to falling concrete or other debris, State shall require Contractor to execute Railroad's then-current form of Contractor's Right of Entry Agreement to provide Railroad the insurance policies, binders, certificates, and endorsements that are required in the Contractor's Right of Entry Agreement prior to commencing such work. State shall also pay Railroad for its use of any Railroad property for which it does not at such time already hold easement or other access rights and all project-related railroad support costs.

Section 12. NON-RAILROAD IMPROVEMENTS

A. Submittal of plans and specifications for protecting, encasing, reinforcing, relocation, replacing, removing and abandoning in place all non-Railroad owned facilities (the "Non-Railroad Facilities") affected by the Project including, without limitation, utilities, fiber optics, pipelines, wirelines, communication lines and fences is required under Section 10. The Non-Railroad Facilities plans and specifications shall comply with Railroad's standard specifications and requirements, including, without limitation, American Railway Engineering and Maintenance-of-Way Association ("AREMA") standards and guidelines. Railroad has no obligation to supply additional land for any Non-Railroad Facilities and does not waive its right to assert preemption defenses, challenge the right-to-take, or pursue compensation in any condemnation action, regardless if the submitted Non-Railroad Facilities plans and specifications comply with Railroad's standard specifications and requirements. Railroad has no obligation to permit any Non-Railroad Facilities to be abandoned in place or relocated on Railroad's property.

B. Upon Railroad's approval of submitted Non-Railroad Facilities plans and specifications, Railroad will attempt to incorporate them into new agreements or supplements of existing agreements with Non-Railroad Facilities owners or operators. Railroad may use its standard terms and conditions, including, without limitation, its standard license fee and administrative charges when requiring supplements or new agreements for Non-Railroad Facilities. Non-Railroad Facilities work shall not commence before a supplement or new agreement has been fully executed by Railroad and the Non-Railroad Facilities owner or operator, or before Railroad, SBCTA and STATE mutually agree in writing to (i) deem the approved Non-Railroad Facilities plans and specifications to be Plans pursuant to Section 12B, (ii) deem the Non-Railroad Facilities part of the Structure, and (iii) supplement this Agreement with terms and conditions covering the Non-Railroad Facilities.

Section 13. NO CLAIMS BY SBCTA

Notwithstanding any other provisions of this Agreement, SBCTA shall not make any claim against Railroad for any damages related to any and all work delays which arise in whole or in part from accommodating or performing train operations including, without limitation, train schedule changes and/or increased train operations by Railroad.

Section 14. EFFECTIVE DATE; TERM; TERMINATION

A. This Agreement shall become effective as of the date first herein written, or the date work commences on the Project, whichever is earlier, and shall continue in full force and effect for as long as the Structure remains on Railroad's property.

B. Railroad, if it so elects, may terminate this Agreement effective upon delivery of written notice to SBCTA in the event SBCTA does not commence construction on the portion of the Project located on the Railroad's property within twenty-four (24) months from the date of this Agreement, or from the date that Railroad has executed this Agreement and returned it to SBCTA and STATE for its execution, whichever is applicable.

C. If the Agreement is terminated as provided above, or for any other reason, SBCTA shall pay to Railroad all actual costs incurred by Railroad in connection with the Project up to the date of termination, including, without limitation, all actual costs incurred by Railroad in connection with reviewing any preliminary or final Project Plans.

Section 15. CONDITIONS TO BE MET BEFORE SBCTA CAN COMMENCE WORK

A. Neither SBCTA nor the Contractor may commence any work within the Crossing Area or on any other Railroad property until:

- (i) The Railroad, SBCTA and State have executed this Agreement.
- (ii) The Railroad has provided to SBCTA the Railroad's written approval of the Plans.
- (iii) SBCTA and State have obtained all necessary governmental permits, zoning clearances and approvals including without limitation, those from the California Public Utilities Commission.

- (iv) Each Contractor has executed Railroad's Contractor's Right of Entry Agreement and has obtained and/or provided to the Railroad the insurance policies, certificates, binders, and/or endorsements required under the Contractor's Right of Entry Agreement.
- (v) Each Contractor has given the advance notice(s) required under the Contractor's Right of Entry Agreement to the Railroad Representative named in the Contractor's Right of Entry Agreement.

B. The insurance coverage set forth in the Right of Entry Agreement shall remain in full force and effect by each Contractor during the performance of said work upon and adjacent to Railroad's property and thereafter until the Contractor removes all tools, equipment and materials from Railroad property and cleans up the premises to a presentable condition satisfactory to Railroad.

C. SBCTA and each Contractor shall give the advance notice described in the Right of Entry Agreement to Railroad's authorized representative before commencing any Project work on railroad's property and shall observe Railroad's rules and regulations with respect thereto. All work on Railroad's property shall be done at such times and in such manner so as not to interfere with or endanger the operations of the Railroad.

Section 16. FUTURE PROJECTS

Future projects involving substantial maintenance, repair, reconstruction, renewal and/or demolition of the Roadway shall not commence until Railroad and STATE agree on the plans for such future projects, cost allocations, right of entry terms and conditions and temporary construction rights, terms and conditions.

Section 17. ASSIGNMENT; SUCCESSORS AND ASSIGNS

A. This Agreement shall not be assigned without the prior written consent of the Parties.

B. Subject to the provisions of Paragraph A above, this Agreement shall inure to the benefit of and be binding upon the successors and assigns of Railroad, SBCTA and State.

Section 18. TERMINATION OF ORIGINAL AGREEMENT

Upon the completion of the Roadway, the Original Agreement, if any, shall terminate and the terms and conditions of this Agreement shall govern the use, maintenance and repair of the Roadway and Crossing Area.

Section 19. SPECIAL PROVISIONS PERTAINING TO AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 ("BUY AMERICA")

Railroad acknowledges that if this Agreement is for a federal-aid project, all portions of these projects whether performed by SBCTA or Railroad shall be performed in compliance with 23 CFR 635.410 and 23 USC 313 as amended by Section 1518 of P.L. 112-141 Buy America Requirements. Railroad shall maintain documentation/certification of all products of iron, steel, or a coating of steel that are incorporated into the Project for a period of three (3) years after completion of all obligations under this Agreement. Within a reasonable time after SBCTA or State's request, Railroad shall make such records available for SBCTA and/or State's audit during Railroad's regular business hours in its home office.

Section 20. INDEMNITY

A. As permitted under the law, SBCTA agrees to indemnify and hold harmless Railroad and agrees to repair or pay for any damage proximately caused by reason of the uses authorized by this Agreement and associated easements, licenses, rights of way or right of entry agreements.

B. The provisions of this Section 20 shall survive the completion of any work performed by SBCTA or the termination or expiration of this Agreement. In no event shall this Section or any other provision of this Agreement be deemed to limit any liability SBCTA may have to Railroad by statute or under common law.

Section 21. TIME IS OF THE ESSENCE

Time is of the essence in this Agreement and the Parties agree to execute all documents and proceed with due diligence to complete all covenants and conditions.

Section 22. EXECUTION

This Agreement may be executed in two counterparts and by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

-----Signatures on following page-----

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed in triplicate as of the date first herein written.

UNION PACIFIC RAILROAD COMPANY
(Federal Tax ID #94-6001323)

By: _____

Printed Name: _____

Title: _____

SBCTA's signatures on following page

DRAFT

**SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY
(SBCTA)**

By: _____

Printed Name: Raymond W. Wolfe

Title: Executive Director

APPROVED AS TO FORM:

By: _____

Printed Name: Juanda L. Daniel

Title: SBCTA Assistant General Counsel

The State of California of California's signatures on following page

STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION

By: _____
TIAIRA T. MOERING
Chief, Office of Railroad and Utility Relocations
Division of Right of Way and Land Surveys

APPROVED AS TO FORM AND PROCEDURES:

By: _____
Attorney

Recommended for Approval:

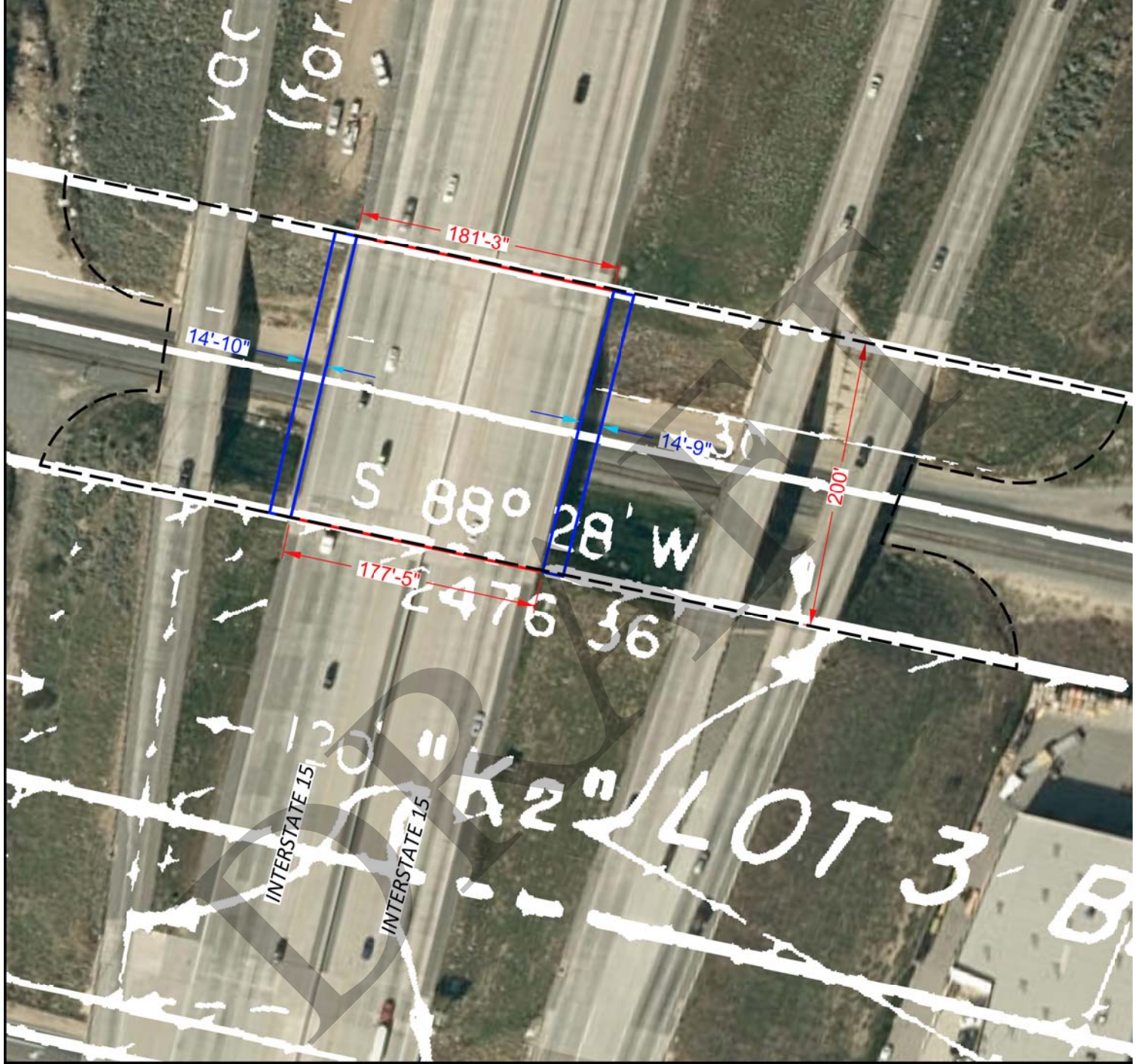
By: _____
GINA PIPPENGER
HQ Railroad Liaison
Division of Right of Way and Land Surveys

DRAFT

EXHIBIT A**Survey Print**

DRAFT

EXISTING CROSSING AREA = 35,863 SF ±
 NEW CROSSING AREA/STRUCTURE = 5,940 SF ±
 ORIGINAL AGREEMENT AREA = 127,395 SF ±



LEGEND:

EXISTING CROSSING AREA.....
 NEW CROSSING AREA/STRUCTURE
 ORIGINAL AGREEMENT AREA.....
 UPRRCO. R/W OUTLINED.....

NOTE: BEFORE YOU BEGIN ANY WORK, SEE
 AGREEMENT FOR FIBER OPTIC PROVISIONS.

EXHIBIT "A"

UNION PACIFIC RAILROAD COMPAN

ONTARIO, SAN BERNARDINO COUNTY, CA

M.P. 526.2 - ALHAMBRA SUB.

MAP SP CA V-33 / 11C

SCALE: 1" = 100'

OFFICE OF REAL ESTATE
 OMAHA, NEBRASKA DATE: 5/3/2023

RRM FILE: 04633-80

CADD
 FILENAME 0463380.DGN

SCAN
 FILENAME 0463380_CA3311C.PNG

Attachment: 23-1002939 0R801 CM Vina Vista UPRR SBCTA (9875 : I-15 Express Lanes C&M Agreement with Union Pacific)

EXHIBIT A-1

Structure's General Type, Size and Profile

REDACTED –SSI

DRAFT

EXHIBIT B

PUBLIC HIGHWAY OVERPASS AGREEMENT

DRAFT

EXHIBIT B
TO
PUBLIC HIGHWAY OVERPASS AGREEMENT

SECTION 1 - CONDITIONS AND COVENANTS

A. The Railroad makes no covenant or warranty of title for quiet possession or against encumbrances. The Political Body shall not use or permit use of the Crossing Area for any purposes other than those described in this Agreement. Without limiting the foregoing, the Political Body shall not use or permit use of the Crossing Area for railroad purposes, or for gas, oil or gasoline pipe lines. Any lines constructed on the Railroad's property by or under authority of the Political Body for the purpose of conveying electric power or communications incidental to the Political Body's use of the property for highway purposes shall be constructed in accordance with specifications and requirements of the Railroad, and in such manner as not adversely to affect communication or signal lines of the Railroad or its licensees now or hereafter located upon said property. No nonparty shall be admitted by the Political Body to use or occupy any part of the Railroad's property without the Railroad's written consent. Nothing herein shall obligate the Railroad to give such consent.

B. The Railroad reserves the right to cross the Crossing Area with such railroad tracks as may be required for its convenience or purposes.

C. The right hereby granted is subject to any existing encumbrances and rights (whether public or private), recorded or unrecorded, and also to any renewals thereof. The Political Body shall not damage, destroy or interfere with the property or rights of nonparties in, upon or relating to the Railroad's property, unless the Political Body at its own expense settles with and obtains releases from such nonparties.

D. The Railroad reserves the right to use and to grant to others the right to use the Crossing Area for any purpose not inconsistent with the right hereby granted, including, but not by way of limitation, the right to construct, reconstruct, maintain, operate, repair, alter, renew and replace tracks, facilities and appurtenances on the property and the right to cross the Crossing Area with all kinds of equipment. The Railroad further reserves the right to attach signal, communication or power lines to the Structure, provided that such attachments shall comply with Political Body's specifications and will not interfere with the Political Body's use of the Crossing Area.

E. So far as it lawfully may do so, the Political Body will assume, bear and pay all taxes and assessments of whatsoever nature or kind (whether general, local or

special) levied or assessed upon or against the Crossing Area, excepting taxes levied upon and against the property as a component part of the Railroad's operating property.

F. If any property or rights other than the right hereby granted are necessary for the construction, maintenance and use of the Structure and its appurtenances, or for the performance of any work in connection with the Project, the Political Body will acquire all such other property and rights at its own expense and without expense to the Railroad.

SECTION 2 - CONSTRUCTION OF STRUCTURE

A. The Political Body, at its expense, will apply for and obtain all public authority required by law, ordinance, rule or regulation for the Project, and will furnish the Railroad upon request with satisfactory evidence that such authority has been obtained.

B. Except as may be otherwise specifically provided herein, the Political Body, at its expense, will furnish all necessary labor, material and equipment, and shall construct and complete the Structure and all appurtenances thereof. The appurtenances shall include, without limitation, all necessary and proper drainage facilities, guard rails or barriers, and right of way fences between the Structure and the railroad tracks. Upon completion of the Project, the Political Body shall remove from the Railroad's property all temporary structures and false work, and will leave the Crossing Area in a condition satisfactory to the Railroad.

C. All construction work of the Political Body upon the Railroad's property (including, but not limited to, construction of the Structure and all appurtenances and all related and incidental work) shall be performed and completed in a manner satisfactory to the Assistant Vice President Engineering-Design of the Railroad or his authorized representative and in compliance with the Plans, the Railroad's Coordination Requirements set forth in **Exhibit D** and other guidelines furnished by the Railroad.

D. All construction work of the Political Body shall be performed diligently and completed within a reasonable time. No part of the Project shall be suspended, discontinued or unduly delayed without the Railroad's written consent, and subject to such reasonable conditions as the Railroad may specify. It is understood that the Railroad's tracks at and in the vicinity of the work will be in constant or frequent use during progress of the work and that movement or stoppage of trains, engines or cars may cause delays in the work of the Political Body. The Political Body hereby assumes the risk of any such delays and agrees that no claims for damages on account of any delay shall be made against the Railroad by the Political Body and/or the Contractor.

SECTION 3 - INJURY AND DAMAGE TO PROPERTY

If the Political Body, in the performance of any work contemplated by this Agreement or by the failure to do or perform anything for which the Political Body is responsible under the provisions of this Agreement, shall injure, damage or destroy any property of the Railroad or of any other person lawfully occupying or using the property of the Railroad, such property shall be replaced or repaired by the Political Body at the Political Body's own expense, or by the Railroad at the expense of the Political Body, and to the satisfaction of the Railroad's Assistant Vice President Engineering-Design.

SECTION 4 - RAILROAD MAY USE CONTRACTORS TO PERFORM WORK

The Railroad may contract for the performance of any of its work by other than railroad forces. The Railroad shall notify the Political Body of the contract price within ninety (90) days after it is awarded. Unless the Railroad's work is to be performed on a fixed price basis, the Political Body shall reimburse the Railroad for the amount of the contract.

SECTION 5 - MAINTENANCE AND REPAIRS

A. The Political Body, at its expense, shall maintain, repair and renew, or cause to be maintained, repaired and renewed, the entire Structure, including, but not limited to, the superstructure, substructure, piers, abutments, walls, approaches and all backfill, grading and drainage required by reason of the Structure, as well as all graffiti removal or overpainting involving the Structure.

B. The Railroad, at its expense, will maintain, repair and renew, or cause to be maintained, repaired and renewed, the rails, ties, ballast and communication and signal facilities owned by the Railroad beneath the Structure.

SECTION 6 - SAFETY MEASURES; PROTECTION OF RAILROAD COMPANY OPERATIONS

It is understood and recognized that safety and continuity of the Railroad's operations and communications are of the utmost importance; and in order that the same may be adequately safeguarded, protected and assured, and in order that accidents may be prevented and avoided, it is agreed with respect to all of said work of the Political Body that the work will be performed in a safe manner and in conformity with the following standards:

A. **Definitions.** All references in this Agreement to the Political Body shall also include the Contractor and their respective officers, agents and employees, and others acting under its or their authority; and all references in this Agreement to

work of the Political Body shall include work both within and outside of the Railroad's property.

B. **Entry on to Railroad's Property by Political Body.** If the Political Body's employees need to enter Railroad's property in order to perform an inspection of the Structure, minor maintenance or other activities, the Political Body shall first provide at least ten (10) working days advance notice to the Railroad Representative. With respect to such entry on to Railroad's property, the Political Body, to the extent permitted by law, agrees to release, defend and indemnify the Railroad from and against any loss, damage, injury, liability, claim, cost or expense incurred by any person including, without limitation, the Political Body's employees, or damage to any property or equipment (collectively the "Loss") that arises from the presence or activities of Political Body's employees on Railroad's property, except to the extent that any Loss is caused by the sole direct negligence of Railroad.

C. **Flagging.**

(i) If the Political Body's employees need to enter Railroad's property as provided in Paragraph B above, the Political Body agrees to notify the Railroad Representative at least thirty (30) working days in advance of proposed performance of any work by Political Body in which any person or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of Railroad's track(s) at any time, for any reason, unless and until a Railroad flagman is provided to watch for trains. Upon receipt of such thirty (30) day notice, the Railroad Representative will determine and inform Political Body whether a flagman need be present and whether Political Body needs to implement any special protective or safety measures. If flagging or other special protective or safety measures are performed by Railroad, Railroad will bill Political Body for such expenses incurred by Railroad. If Railroad performs any flagging, or other special protective or safety measures are performed by Railroad, Political Body agrees that Political Body is not relieved of any of its responsibilities or liabilities set forth in this Agreement.

(ii) The rate of pay per hour for each flagman will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation,

supplemental pension, Employees Liability and Property Damage and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Railroad and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Political Body shall pay on the basis of the new rates and charges.

(ii) Reimbursement to Railroad will be required covering the full eight-hour day during which any flagman is furnished, unless the flagman can be assigned to other Railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other Railroad work. Reimbursement will also be required for any day not actually worked by the flagman following the flagman's assignment to work on the project for which Railroad is required to pay the flagman and which could not reasonably be avoided by Railroad by assignment of such flagman to other work, even though Political Body may not be working during such time. When it becomes necessary for Railroad to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Political Body must provide Railroad a minimum of five (5) days notice prior to the cessation of the need for a flagman. If five (5) days notice of cessation is not given, Political Body will still be required to pay flagging charges for the five (5) day notice period required by union agreement to be given to the employee, even though flagging is not required for that period. An additional thirty (30) days notice must then be given to Railroad if flagging services are needed again after such five day cessation notice has been given to Railroad.

D. **Compliance With Laws.** The Political Body shall comply with all applicable federal, state and local laws, regulations and enactments affecting the work. The Political Body shall use only such methods as are consistent with safety, both as concerns the Political Body, the Political Body's agents and employees, the officers, agents, employees and property of the Railroad and the public in general. The Political Body (without limiting the generality of the foregoing) shall comply with all applicable state and federal occupational safety and health acts and regulations. All Federal Railroad Administration regulations shall be followed when work is performed on the Railroad's premises. If any failure by the Political Body to comply with any such laws, regulations, and enactments, shall result in any fine, penalty, cost or charge being assessed, imposed or charged against the Railroad, the Political Body shall reimburse and, to the extent it may lawfully do

so, indemnify the Railroad for any such fine, penalty, cost, or charge, including without limitation attorney's fees, court costs and expenses. The Political Body further agrees in the event of any such action, upon notice thereof being provided by the Railroad, to defend such action free of cost, charge, or expense to the Railroad.

E. **No Interference or Delays.** The Political Body shall not do, suffer or permit anything which will or may obstruct, endanger, interfere with, hinder or delay maintenance or operation of the Railroad's tracks or facilities, or any communication or signal lines, installations or any appurtenances thereof, or the operations of others lawfully occupying or using the Railroad's property or facilities.

F. **Supervision.** The Political Body, at its own expense, shall adequately police and supervise all work to be performed by the Political Body, and shall not inflict injury to persons or damage to property for the safety of whom or of which the Railroad may be responsible, or to property of the Railroad. The responsibility of the Political Body for safe conduct and adequate policing and supervision of the Project shall not be lessened or otherwise affected by the Railroad's approval of plans and specifications, or by the Railroad's collaboration in performance of any work, or by the presence at the work site of the Railroad's representatives, or by compliance by the Political Body with any requests or recommendations made by such representatives. If a representative of the Railroad is assigned to the Project, the Political Body will give due consideration to suggestions and recommendations made by such representative for the safety and protection of the Railroad's property and operations.

G. **Suspension of Work.** If at any time the Political Body's engineers or the Vice President-Engineering Services of the Railroad or their respective representatives shall be of the opinion that any work of the Political Body is being or is about to be done or prosecuted without due regard and precaution for safety and security, the Political Body shall immediately suspend the work until suitable, adequate and proper protective measures are adopted and provided.

H. **Removal of Debris.** The Political Body shall not cause, suffer or permit material or debris to be deposited or cast upon, or to slide or fall upon any property or facilities of the Railroad; and any such material and debris shall be promptly removed from the Railroad's property by the Political Body at the Political Body's own expense or by the Railroad at the expense of the Political Body. The Political Body shall not cause, suffer or permit any snow to be plowed or cast upon the Railroad's property during snow removal from the Crossing Area.

I. **Explosives.** The Political Body shall not discharge any explosives on or in the vicinity of the Railroad's property without the prior consent of the Railroad's Vice

President-Engineering Services, which shall not be given if, in the sole discretion of the Railroad's Vice President-Engineering Services, such discharge would be dangerous or would interfere with the Railroad's property or facilities. For the purposes hereof, the "vicinity of the Railroad's property" shall be deemed to be any place on the Railroad's property or in such close proximity to the Railroad's property that the discharge of explosives could cause injury to the Railroad's employees or other persons, or cause damage to or interference with the facilities or operations on the Railroad's property. The Railroad reserves the right to impose such conditions, restrictions or limitations on the transportation, handling, storage, security and use of explosives as the Railroad, in the Railroad's sole discretion, may deem to be necessary, desirable or appropriate.

J. **Excavation.** The Political Body shall not excavate from existing slopes nor construct new slopes which are excessive and may create hazards of slides or falling rock, or impair or endanger the clearance between existing or new slopes and the tracks of the Railroad. The Political Body shall not do or cause to be done any work which will or may disturb the stability of any area or adversely affect the Railroad's tracks or facilities. The Political Body, at its own expense, shall install and maintain adequate shoring and cribbing for all excavation and/or trenching performed by the Political Body in connection with construction, maintenance or other work. The shoring and cribbing shall be constructed and maintained with materials and in a manner approved by the Railroad's Assistant Vice President Engineering-Design to withstand all stresses likely to be encountered, including any stresses resulting from vibrations caused by the Railroad's operations in the vicinity.

K. **Drainage.** The Political Body, at the Political Body's own expense, shall provide and maintain suitable facilities for draining the Structure and its appurtenances, and shall not suffer or permit drainage water therefrom to flow or collect upon property of the Railroad. The Political Body, at the Political Body's own expense, shall provide adequate passageway for the waters of any streams, bodies of water and drainage facilities (either natural or artificial, and including water from the Railroad's culvert and drainage facilities), so that said waters may not, because of any facilities or work of the Political Body, be impeded, obstructed, diverted or caused to back up, overflow or damage the property of the Railroad or any part thereof, or property of others. The Political Body shall not obstruct or interfere with existing ditches or drainage facilities.

L. **Notice.** Before commencing any work, the Political Body shall provide the advance notice that is required under the Contractor's Right of Entry Agreement.

M. **Fiber Optic Cables.** Fiber optic cable systems may be buried on the Railroad's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Political Body shall visit up.com/CBUD to complete and submit the required form to determine if fiber optic cable is buried

anywhere on the Railroad's premises to be used by the Political Body. If it is, Political Body will telephone the telecommunications company(ies) involved, arrange for a cable locator, and make arrangements for relocation or other protection of the fiber optic cable prior to beginning any work on the Railroad's premises.

SECTION 7 - INTERIM WARNING DEVICES

If at anytime it is determined by a competent authority, by the Political Body, or by agreement between the parties, that new or improved train activated warning devices should be installed at the Crossing Area, the Political Body shall install adequate temporary warning devices or signs and impose appropriate vehicular control measures to protect the motoring public until the construction or reconstruction of the Structure has been completed.

SECTION 8 - OTHER RAILROADS

All protective and indemnifying provisions of this Agreement shall inure to the benefit of the Railroad and any other railroad company lawfully using the Railroad's property or facilities.

SECTION 9 - BOOKS AND RECORDS

The books, papers, records and accounts of Railroad, so far as they relate to the items of expense for the materials to be provided by Railroad under this Project, or are associated with the work to be performed by Railroad under this Project, shall be open to inspection and audit at Railroad's offices in Omaha, Nebraska, during normal business hours by the agents and authorized representatives of Political Body for a period of three (3) years following the date of Railroad's last billing sent to Political Body.

SECTION 10 - REMEDIES FOR BREACH OR NONUSE

A. If the Political Body shall fail, refuse or neglect to perform and abide by the terms of this Agreement, the Railroad, in addition to any other rights and remedies, may perform any work which in the judgment of the Railroad is necessary to place the Structure and appurtenances in such condition as will not menace, endanger or interfere with the Railroad's facilities or operations or jeopardize the Railroad's employees; and the Political Body will reimburse the Railroad for the expenses thereof.

B. Nonuse by the Political Body of the Crossing Area for public highway purposes continuing at any time for a period of eighteen (18) months shall, at the option of the Railroad, work a termination of this Agreement and of all rights of the Political Body hereunder.

C. The Political Body will surrender peaceable possession of the Crossing Area and Structure upon termination of this Agreement. Termination of this Agreement shall not affect any rights, obligations or liabilities of the parties, accrued or otherwise, which may have arisen prior to termination.

SECTION 11 - MODIFICATION - ENTIRE AGREEMENT

No waiver, modification or amendment of this Agreement shall be of any force or effect unless made in writing, signed by the Political Body and the Railroad and specifying with particularity the nature and extent of such waiver, modification or amendment. Any waiver by the Railroad of any default by the Political Body shall not affect or impair any right arising from any subsequent default. This Agreement and Exhibits attached hereto and made a part hereof constitute the entire understanding between the Political Body and the Railroad and cancel and supersede any prior negotiations, understandings or agreements, whether written or oral, with respect to the work or any part thereof.

EXHIBIT C

RAILROAD COST ESTIMATE

DRAFT

EXHIBIT C

**ESTIMATE OF FORCE ACCOUNT WORK
BY THE
UNION PACIFIC RAILROAD COMPANY**

DESCRIPTION OF WORK: Engineering and other related services for work to be performed within railroad right of way. This includes project and construction management during construction activities in railroad right of way. All necessary railroad services will be billed at actual cost.

DATE:
3/27/2023

LOCATION:
Ontario
DOT: 903147V

SUBDIVISION
Alhambra

STATE:
CA

DESCRIPTION	LABOR	MATERIAL	UP %0	Agency % 100	TOTAL
ENGINEERING					
Project Management	\$ 20,000	\$ -	\$ -	\$ 20,000.00	\$ 20,000
Construction Submittals	\$ 20,000	\$ -	\$ -	\$ 20,000.00	\$ 20,000
Construction Management	\$ 20,000	\$ -	\$ -	\$ 20,000.00	\$ 20,000
Final Inspection	\$ 5,000	\$ -	\$ -	\$ 5,000.00	\$ 5,000
TOTAL PROJECT:	\$ 65,000	\$ -	\$ -	\$ 65,000.00	\$65,000

TOTAL ESTIMATED COST: **\$65,000**

**THE ABOVE FIGURES ARE ESTIMATES ONLY AND SUBJECT TO FLUCTUATION.
IN THE EVENT OF AN INCREASE OR DECREASE IN THE COST OR QUANTITY OF
MATERIAL OR LABOR REQUIRED, THE RAILROAD WILL BILL FOR ACTUAL
COSTS AT THE CURRENT RATES EFFECTIVE THEREOF.**

Flagging may be performed by a third-party contractor. Any flagging performed by a third-party contractor will be billed at said third-party contractor rate not included in the above estimate. Alternatively, the Agency may enter into a separate agreement with third-party contractor and will be responsible for all actual costs incurred.

Attachment: 23-1002939 0R801 CM Vina Vista UPRR SBCTA (9875 : I-15 Express Lanes C&M Agreement with Union Pacific)

EXHIBIT D

RAILROAD COORDINATION REQUIREMENTS

DRAFT

EXHIBIT D
TO
PUBLIC HIGHWAY OVERPASS AGREEMENT

RAILROAD COORDINATION REQUIREMENTS

1.01 DEFINITIONS

Agreement: Agreement that has been signed, or will be signed, between Railroad and Agency covering the construction and maintenance of the Project.

Agency: State of California Department of Transportation

AREMA: American Railway Engineering and Maintenance-of-way Association

Contractor: The contractor or contractors hired by the Agency to perform any project work on any portion of Railroad's property and shall also include the Contractor's subcontractors and the Contractor's and subcontractor's respective employees, officers and agents, and others acting under its or their authority.

MUTCD: Manual on Uniform Traffic Control Devices

Project: Agency's Project Number _____ covering the widening of an existing highway overpass

Railroad: Union Pacific Railroad Company

Railroad Project Representative: Railroad's Manager of Industry and Public Projects for this Project (see Section 1.03)

Railroad MTM Representative: Railroad's Manager of Track Maintenance for this Project (see Section 1.03)

Requirements: The Railroad Coordination Requirements set forth in this Exhibit.

1.02 DESCRIPTION

This Project includes construction work within Railroad's right-of-way. These Requirements describe coordination with the Railroad when work by the Contractor will be performed upon, over or under the Railroad right-of-way or may impact current or future Railroad operations. The Contractor will coordinate with the Railroad while performing the work outlined in this Agreement and shall afford the same cooperation with the Railroad as it does with the Agency. All submittals and work shall be completed in compliance with these Requirements, Railroad guidelines and requirements, AREMA recommendations and/or as directed by the Railroad Local Representative and/or the Railroad MTM Representative.

1.03 UPRR CONTACTS

The Railroad Project Representative for this project is:

Nick Vineyard
909-222-5659
nvineyard@benesch.com

For Railroad flagging services and track work, contact the following Railroad MTM Representative:

Silvio Molina
402-618-3923
smolina@up.com

1.04 PLANS / SPECIFICATIONS

The plans and specifications for this Project, affecting the Railroad, are subject to the written approval by the Railroad. Changes in the plans made after the execution of the Agreement and/or the awarding of the

Project to the Contractor are subject to the prior review and written approval of the Agency and the Railroad. No construction work shall commence until final stamped plans and/or changes to final stamped plans have been reviewed and approved by the Railroad in writing. The Railroad's review and approval of the Agency's and/or Contractor's plans in no way relieves the Agency and Contractor from their responsibilities, obligations and/or liabilities under this Agreement, Agency's agreement with the Contractor for the Project and/or in the separate Contractor's Right of Entry Agreement referenced in Section 1.08. Railroad's approval will be given with the understanding that the Railroad makes no representations or warranty as to the validity, accuracy, legal compliance or completeness of Agency's and/or Contractor's plans and that any reliance by the Agency or the Contractor with respect to such plans is at the risk of the Agency and the Contractor.

1.05 UTILITIES AND FIBER OPTICS

A. All installations shall be constructed in accordance with current AREMA recommendations and Railroad specifications and requirements. Railroad general guidelines and the required application forms for utility installations can be found on the Railroad website at <http://www.uprr.com/reus/pipeline/install.shtml>.

B. It shall be the responsibility of the Contractor, at its expense, to make arrangements directly with utility companies involving the protection, encasement, reinforcement, relocation, replacement, removing or abandonment in place of non-railroad facilities affected by the Project. Railroad has no obligation to supply additional Railroad property for non-railroad facilities affected by this Project, nor does the Railroad have any obligation to permit non railroad facilities to be abandoned in place or relocated on Railroad's property. Any facility and/or utility that crosses Railroad right of way must be covered under an agreement with the Railroad including, without limitation, any relocations of an existing facility and/or utility.

C. Any longitudinal fiber optic lines on Railroad right of way shall be treated as Railroad facilities. Project design may need to be altered to accommodate such facilities.

D. Any fiber optic relocations or protections that are required due to this Project will be at the Agency's expense.

1.06 GENERAL

A. It is essential that the proposed construction shall be performed without interference to Railroad operations and in compliance with all applicable Railroad and Federal Railroad Administration rules and regulations. The Railroad shall be reimbursed by the Contractor or Agency for train delay costs and lost revenue claims due to any delays or interruption of train operations resulting from the Contractor's construction or other activities.

B. Track protection is required for all work equipment (including rubber tired equipment) operating within 25 feet from nearest rail. All work shall be designed and executed outside the temporary construction clearance envelope defined in Section 1.12.

C. The Contractor is also advised that new facilities within the Project may be scheduled to be built by the Railroad and that certain Contractor's activities cannot proceed until that work is complete. The Contractor shall be aware of the limits of responsibilities, allow sufficient time in the schedule for that work to be accomplished and shall coordinate its efforts with the Railroad.

1.07 RAILROAD OPERATIONS

A. The Contractor shall be advised that trains and/or equipment should be expected on any track, at any time, and in either direction. The Contractor shall communicate with the Railroad MTM Representative to improve the Contractor's understanding of Railroad traffic volume and operation at the Project site. The Contractor's bid shall be structured assuming intermittent track windows as defined in Section 1.07 C

- B. All Railroad tracks within and adjacent to the Project site are to be assumed as active and rail traffic over these facilities shall be maintained throughout the Project. Activities may include both through moves and switching moves to local customers. Railroad traffic and operations can occur continuously throughout the day and night on these tracks and shall be maintained at all times as defined herein. The Contractor shall coordinate and schedule the work so that construction activities do not interfere with Railroad's operations.
- C. Work windows for this Project shall be coordinated with the Agency or Contractor and the Railroad Project Representative and the Railroad MTM Representative. Types of work windows include Conditional Work Windows and Absolute Work Windows, as defined below:
1. Conditional Work Window: A period of time in which Railroad's operations have priority over construction activities. When construction activities may occur on and adjacent to the railroad tracks within 25 feet of the nearest track, a Railroad flag person will be required. At the direction of the flag person, upon approach of a train and when trains are present on the tracks, the tracks must be cleared (i.e., no construction equipment, materials or personnel within 25 feet from the nearest active track or as directed by the Railroad MTM Representative). Conditional Work Windows are available for the project subject to Railroad's local operating unit review and approval.
 2. Absolute Work Window: A period of time in which construction activities are given priority over Railroad's operations. During this time the designated Railroad track(s) will be inactive for train movements and may be fouled by the Contractor. Before the end of an Absolute Work Window, all Railroad tracks and signals must be completely operational for normal train operations. Also, all Railroad, Public Utilities Commission and Federal Railroad Administration requirements, codes and regulations for operational tracks must be complied with. Should the operating tracks and/or signals be affected, the Railroad will perform inspections of the work prior to placing the affected track back into service. Railroad flag persons will be required for construction activities requiring an Absolute Work Window. **Absolute Work Windows will generally not be granted. Any request will require a detailed written explanation for Railroad review and approval.**

1.08 RIGHT OF ENTRY, ADVANCE NOTICE AND WORK STOPPAGES

- A. Prior to beginning any work within the Railroad right-of-way, the Contractor shall enter into an agreement with the Railroad in the form of the Contractor's Right of Entry Agreement, attached as Exhibit E, or latest version thereof provided by the Railroad. There is a fee for processing of the agreement which shall be borne by the Contractor. The right of entry agreement shall specify working time frames, flagging, inspection and insurance requirements and any other items specified by the Railroad.
- B. The Contractor shall give advance notice to the Railroad as required in the Contractor's Right of Entry Agreement before commencing work in connection with construction upon or over Railroad's right-of-way and shall observe the Railroad rules and regulations with respect thereto.
- C. All work upon the Railroad right-of-way shall be done at such times and in such a manner as not to interfere with or endanger the operations of the Railroad. Whenever work may affect the operations or safety of trains, the method of doing such work shall first be submitted to the Railroad MTM Representative for approval, but such approval shall not relieve the Contractor from liability. Any work to be performed by the Contractor, which requires flagging service or inspection service, shall be deferred until the flagging protection required by the Railroad is available at the job site. See Section 1.21 for railroad flagging requirements.
- D. The Contractor shall make requests in writing to both the Railroad Project Representative and the Railroad MTM Representative for both Absolute and Conditional Work Windows, at least two weeks in advance of any work. The written request must include:
1. Description of work to be done.

2. The days and hours that work will be performed.
3. The exact location of the work and proximity to the tracks.
4. The type of window and amount of time requested.
5. The designated contact person for the Contractor.

The Contractor shall provide a written confirmation notice to the Railroad MTM Representative at least fifteen (15) days prior to commencing work in connection with the approved work windows when work will be performed within **25 feet of any track center line**. All work shall be performed in accordance with previously approved work plans.

- E. Should a condition arise from, or in connection with, the work which requires immediate and unusual actions to be made to protect operations and property of the Railroad, the Contractor shall undertake such actions. If, in the judgment of the Railroad MTM Representative, such actions are insufficient, the Railroad MTM Representative may require or provide such actions as deemed necessary. In any event, such actions shall be at the Contractor's expense and without cost to the Railroad. The Railroad or Agency have the right to order the Contractor to temporarily cease operations in the event of an emergency or if, in the opinion of the Railroad MTM Representative, the Contractor's operations may inhibit the Railroads operations. In the event such an order is given, the Contractor shall immediately notify the Agency of the order.

1.09 INSURANCE

The Contractor shall not begin work within the Railroad's right-of-way until the Railroad has been furnished the insurance policies, binders, certificates and endorsements required by the Contractor's Right-of-Entry Agreement, and the Railroad Project Representative has advised the Agency that such insurance is in accordance with such Agreement. The required insurance shall be kept in full force and effect during the performance of work and thereafter until the Contractor removes all tools, equipment, and material from Railroad property and cleans the premises in a manner reasonably satisfactory to the Railroad.

1.10 RAILROAD SAFETY ORIENTATION

All personnel employed by the Agency, Contractor and all subcontractors must complete the Railroad's course "Property Access Training" and be registered prior to working on Railroad property. This training is available at <https://www.up.com/aboutup/community/safety/etrailsafe/up-pat/index.htm>. This training is required to be completed annually. The preceding training does not apply for longitudinal fiber optic installations.

1.11 COOPERATION

The Railroad shall cooperate with the Contractor in the scheduling of Project work with the understanding that Railroad's train operations at the job site shall have priority over the Contractor's activities.

1.12 CONSTRUCTION CLEARANCES

The Contractor shall abide by the twenty-one ft six inches (21.5) foot temporary vertical construction clearance defined in section 4.4.1.1 and fifteen (15) foot temporary horizontal construction clearance defined in section 4.4.1.2 of BNSF and UPRR Guidelines for Railroad Grade Separation Projects. It shall be the Contractor's responsibility to obtain such guidelines from the Agency or Railroad.

Reduced temporary construction clearances, which are less than construction clearances defined above, will require special review and approval by the Railroad.

Any proposed variance on the specified minimum clearances due to the Contractor's operations shall be submitted to the Railroad Project Representative through the Agency at least thirty (30) days in advance of the work. No work shall be undertaken until the variance is approved in writing by the Railroad Project Representative.

1.13 SUBMITTALS

- A. Construction submittals and Requests for Information (RFI) shall be submitted per Section 3 of BNSF and UPRR Guidelines for Railroad Grade Separation Projects.
- B. The minimum review times, as indicated in tables 3-1 and 3-2 of Section 3.10 of the BNSF and UPRR Guidelines for Railroad Grade Separation Projects, should be anticipated for review of all submittals. The details of the construction affecting the Railroad tracks and property, not already included in the contract plans, shall be submitted by the Agency to the Railroad Project Representative for the Railroad's review and written approval before such construction is undertaken. The Railroad shall not be liable to Agency, Contractor, and or any other person or entity if the Railroad's review exceeds a four-week review time.
- C. As Built Submittals shall be submitted per Section 3 of BNSF and UPRR Guidelines for Railroad Grade Separation Projects.

1.14 MAINTENANCE OF PROPER DRAINAGE AND DAMAGE TO RAILROAD FACILITIES

- A. The Contractor, at its expense, shall be required to maintain all ditches and drainage structures free of silt or other obstructions which may result from the Contractor's operations and to repair and restore any Railroad property, tracks and facilities of Railroad and/or its tenants.
- B. The Contractor must submit a proposed method of erosion control and have the method reviewed and approved by the Railroad prior to beginning any grading on the project site. Erosion control methods must comply with all applicable local, state and federal regulations.

1.15 SITE INSPECTIONS BY RAILROAD PROJECT REPRESENTATIVE, RAILROAD MTM REPRESENTATIVE OR RAILROAD'S CONTRACTOR

- A. In addition to the office reviews of construction submittals, site observations will be performed by the Railroad Project Representative, Railroad MTM Representative or Railroad's Contractor at significant points during construction per Section 4.11 of BNSF and UPRR Guidelines for Railroad Grade Separation Projects.
- B. Site inspections are not limited to the milestone events listed in the guidelines. Site visits to check the progress of work may be performed at any time throughout the construction process as deemed necessary by the Railroad.
- C. A detailed construction schedule, including the proposed temporary horizontal and vertical clearances and construction sequence for all work to be performed, shall be provided by the Contractor to the Agency for submittal to the Railroad's Project Representative for review and approval prior to commencement of work. This schedule shall also include the anticipated dates on which the above listed events will occur. This schedule shall be updated for all critical listed events as necessary but at least monthly so that site visits may be scheduled.

1.16 RAILROAD REPRESENTATIVES

- A. Railroad representatives, conductors, flag persons or watch persons will be provided by the Railroad at the expense of the Agency or Contractor (as stated elsewhere in these bid documents) to protect Railroad facilities, property and movements of its trains and engines. In general, the Railroad will furnish such personnel or other protective services as follows:
 - 1. When any part of any equipment or object, such as erection or construction activities, is standing or being operated within 25 feet, measured horizontally from centerline, of any track on which trains

may operate.

2. For any excavation below the elevation of track subgrade when, in the opinion of the Railroad MTM Representative, the track or other Railroad facilities may be subject to settlement or movement.
 3. During any clearing, grubbing, excavation or grading in proximity to Railroad facilities which, in the opinion of the Railroad MTM Representative, may affect Railroad facilities or inhibit operations.
 4. During any Contractor's operations when, in the opinion of the Railroad MTM Representative, the Railroad facilities, including, but not limited to, tracks, buildings, signals, wire lines or pipe lines, may be endangered.
- B. The Contractor shall arrange with the Railroad Local Representative to provide the adequate number of flag persons to accomplish the work.

1.17 WALKWAYS REQUIRED

Parallel to the outer side of each exterior track of multiple operated track and on each side of single operated track, an unobstructed continuous space suitable for trainman's use in walking along trains, extending in width not less than fifteen feet (15') perpendicular from centerline of track, shall be maintained. Any temporary impediments to walkways and track drainage encroachments or obstructions allowed during working hours must be covered, guarded and/or protected as soon as practical. Walkways with railings shall be constructed by the Contractor over open excavation areas when in close proximity of track, and railings shall not be closer than 9' perpendicular from the center line of tangent track or 9' – 6" horizontal from curved track.

1.18 COMMUNICATIONS AND SIGNAL LINES

If required, the Railroad, at Agency's expense, will rearrange its communications and signal lines, grade crossing warning devices, train signals, tracks and facilities that are in use and maintained by Railroad forces in connection with its operation. This work by the Railroad will be done by its own forces or by contractors under a continuing contract and may or may not be a part of the work under this contract.

1.19 TRAFFIC CONTROL

The Contractor's operations which control traffic across or around Railroad facilities shall be coordinated with and approved by the Railroad MTM Representative and shall be in compliance with the MUTCD.

1.20 CONSTRUCTION EXCAVATIONS; CALL BEFORE YOU DIG NUMBER

- A. The Contractor shall be required to take special precautions and care in connection with excavating and shoring. Excavations for construction of footings, piers, columns, walls or other facilities that require shoring shall comply with requirements of OSHA, AREMA and Railroad "Guidelines for Temporary Shoring".
- B. In addition to calling the "811" number and/or the local "one call center", the Contractor shall call the Railroad's "Call Before Your Dig" number at least 48 hours prior to commencing work at 1-800-336-9193 during normal business hours (6:30 a.m. to 8:00 p.m. Central Standard Time, Monday through Friday, except holidays - also a 24 hour, 7 day a week number for emergency calls) to determine location of fiber optics. If a telecommunications system is buried anywhere on or near Railroad property, the Contractor will co-ordinate with the Railroad and the Telecommunication Company(ies) to arrange for relocation or other protection of the system prior to beginning any work on or near Railroad property. The determination of whether fiber optics will be affected by the Project shall be made during the initial design phase of the Project.
- C. The Railroad does not allow temporary at grade crossings unless absolutely necessary and there is no

alternative route available to contractor to access the project site. Alternative plans should be considered to avoid crossing Railroad tracks at grade.

1.21 RAILROAD FLAGGING

Performance of any work by the Contractor in which person(s) or equipment will be within twenty-five (25) feet of any track, or that any object or equipment extension (such as, but not limited to, a crane boom) will reach within twenty-five (25) feet of any track, require railroad flagging services or other protective measures. The Contractor shall give an advance notice to the Railroad as required in the Contractor's Right of Entry Agreement before commencing any such work, allowing the Railroad to determine the need for flagging or other protective measures which ensure the safety of Railroad's operations, employees and equipment. Contractor shall comply with all other requirements regarding flagging services covered by the Contractor's Right of Entry Agreement. Any costs associated with failure to abide by these requirements will be borne by the Contractor.

The estimated pay rate for each flag person is \$1,400 per day for a(n) 8-hour work day with time and one-half for overtime, Saturdays, Sundays; double time and one-half for holidays. Flagging rates are set by the Railroad and are subject to change due to, but not limited to, travel time, setup plus, per diem and rest time (if work is required at night).

1.22 CLEANING OF RIGHT-OF-WAY

The Contractor shall, upon completion of the work to be performed within the right-of-way and/or properties of the Railroad and adjacent to its tracks, wire lines and other facilities, promptly remove from the Railroad right-of-way all Contractor's tools, implements and other materials whether brought upon the right-of-way by the Contractor or any subcontractors employee or agent of Contractor or of any subcontractor, and leave the right-of-way in a clean and presentable condition to the satisfaction of the Railroad.

1.23 CONTRACTOR'S RESPONSIBILITY OF SUPERVISION

The Contractor, at its expense, shall adequately supervise all work to be performed by the Contractor. Such responsibility shall not be lessened or otherwise affected by Railroad's approval of plans and specifications, or by the presence at the work site of the Railroad Project Representative, Railroad MTM Representative or any other Railroad representative or Railroad contractor providing inspection services, or by the compliance by the Contractor with any requests or recommendations made by such representatives. The Contractor will give due consideration to suggestions and recommendations made by such representatives for the safety and protection of the Railroad's property and operations.

1.24 USE OF EXPLOSIVES AT PROJECT SITE PROHIBITED

The Contractor's use of explosives at the Project site is expressly prohibited unless authorized in advance in writing by the Railroad Project Representative.

EXHIBIT E

CONTRACTORS RIGHT-OF-ENTRY AGREEMENT

DRAFT

**EXHIBIT E
TO
PUBLIC HIGHWAY OVERPASS AGREEMENT
CONTRACTOR'S
RIGHT OF ENTRY AGREEMENT**

THIS AGREEMENT is made and entered into as of the _____ day of _____, 20____, by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation ("Railroad"); and _____, a _____ corporation ("Contractor").

RECITALS:

Contractor has been hired by _____ to perform work relating to _____ (the "Work") with all or a portion of such Work to be performed on property of Railroad in the vicinity of Railroad's Milepost _____ on Railroad's _____ [Subdivision or Branch] [at or near DOT No. _____] located at or near _____, in _____ County, State of _____, as such location is in the general location shown on the print marked **Exhibit A**, attached hereto and hereby made a part hereof, which Work is the subject of a contract dated _____ between Railroad and _____.

Railroad is willing to permit Contractor to perform the Work described above at the location described above subject to the terms and conditions contained in this agreement

AGREEMENT:

NOW, THEREFORE, it is mutually agreed by and between Railroad and Contractor, as follows:

ARTICLE 1 - DEFINITION OF CONTRACTOR.

For purposes of this agreement, all references in this agreement to Contractor shall include Contractor's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority. For purposes of clarity, Contractor agrees that any CIC (defined below) hired by Contractor is a subcontractor of Contractor and therefore included in the defined term Contractor pursuant to the foregoing sentence.

ARTICLE 2 - RIGHT GRANTED: PURPOSE.

Railroad hereby grants to Contractor the right, during the term hereinafter stated and upon and subject to each and all of the terms, provisions and conditions herein contained, to enter upon and have ingress to and egress from the property described in the Recitals for the purpose of performing the Work described in the Recitals above. The right herein granted to Contractor is limited to those portions of Railroad's property specifically described herein, or as designated by the Railroad Representative named in Article 4.

ARTICLE 3 - TERMS AND CONDITIONS CONTAINED IN EXHIBITS B AND C.

The terms and conditions contained in **Exhibit B** and **Exhibit C**, attached hereto, are hereby made a part of this agreement.

ARTICLE 4 - ALL EXPENSES TO BE BORNE BY CONTRACTOR: RAILROAD REPRESENTATIVE.

A. Contractor shall bear any and all costs and expenses associated with any Work performed by Contractor (including without limitation any CIC), or any costs or expenses incurred by Railroad relating to this agreement.

B. Contractor shall coordinate all of its Work with the following Railroad representative or his or her duly authorized representative (the "Railroad Representative"):

C. Contractor, at its own expense, shall adequately police and supervise all Work to be performed by Contractor and shall ensure that such Work is performed in a safe manner as set forth in Section 7 of **Exhibit B**. The responsibility of Contractor for safe conduct and adequate policing and supervision of Contractor's Work shall not be lessened or otherwise affected by Railroad's approval of plans and specifications involving the Work, or by Railroad's collaboration in performance of any Work, or by the presence at the Work site of a Railroad Representative, or by compliance by Contractor with any requests or recommendations made by Railroad Representative.

ARTICLE 5 - SCHEDULE OF WORK ON A MONTHLY BASIS.

The Contractor, at its expense, shall provide on a monthly basis a detailed schedule of Work to the Railroad Representative named in Article 4B above. The reports shall start at the execution of this agreement and continue until this agreement is terminated as provided in this agreement or until the Contractor has completed all Work on Railroad's property.

ARTICLE 6 - TERM: TERMINATION.

A. The grant of right herein made to Contractor shall commence on the date of this agreement, and continue until _____, unless sooner terminated as herein provided, or at such time as Contractor has completed its Work on Railroad's property, whichever is earlier. Contractor agrees to notify the Railroad Representative in writing when it has completed its Work on Railroad's property.

B. This agreement may be terminated by either party on ten (10) days written notice to the other party.

ARTICLE 7 - CERTIFICATE OF INSURANCE.

A. Before commencing any Work and throughout the entire term of this Agreement, Contractor, at its expense, shall procure and maintain in full force and effect the types and minimum limits of insurance specified in **Exhibit C** of this agreement and require each of its subcontractors to include the insurance endorsements as required under Section 12 of **Exhibit B** of this agreement.

B. Not more frequently than once every two (2) years, Railroad may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.

C. Upon request of Railroad, Contractor shall provide to Railroad a certificate issued by its insurance

carrier evidencing the insurance coverage required under **Exhibit B**.

D. Contractor understands and accepts that the terms of this Article are wholly separate from and independent of the terms of any indemnity provisions contained in this Agreement.

E. Upon request of Railroad, insurance correspondence, binders, policies, certificates and endorsements shall be sent to:

Union Pacific Railroad Company

[Insert mailing address]

Attn: _____

Project No. 0463380

ARTICLE 8 - PRECONSTRUCTION MEETING.

If the Work to be performed by the Contractor will involve the Railroad providing any flagging protection (or if a CIC is approved to provide flagging protection pursuant to the terms set forth herein) and/or there is separate work to be performed by the Railroad, the Contractor confirms that no work shall commence until the Railroad and Contractor participate in a preconstruction meeting involving flagging procedures and coordination of work activities of the Contractor and the Railroad (and any CIC, as applicable.)

ARTICLE 9. DISMISSAL OF CONTRACTOR'S EMPLOYEE.

At the request of Railroad, Contractor shall remove from Railroad's property any employee of Contractor who fails to conform to the instructions of the Railroad Representative in connection with the Work on Railroad's property, and any right of Contractor shall be suspended until such removal has occurred. Contractor shall indemnify Railroad against any claims arising from the removal of any such employee from Railroad's property.

ARTICLE 10. ADMINISTRATIVE FEE.

Upon the execution and delivery of this agreement, Contractor shall pay to Railroad One Thousand Twenty Five Dollars (\$1,025.00) as reimbursement for clerical, administrative and handling expenses in connection with the processing of this agreement.

ARTICLE 11. CROSSINGS: COMPLIANCE WITH MUTCD AND FRA GUIDELINES.

A. No additional vehicular crossings (including temporary haul roads) or pedestrian crossings over Railroad's trackage shall be installed or used by Contractor without the prior written permission of Railroad.

B. Any permanent or temporary changes, including temporary traffic control, to crossings must conform to the Manual of Uniform Traffic Control Devices (MUTCD) and any applicable Federal Railroad Administration rules, regulations and guidelines, and must be reviewed by the Railroad prior to any changes being implemented. In the event the Railroad is found to be out of compliance with federal safety regulations due to the Contractor's modifications, negligence, or any other reason arising from the Contractor's presence on the Railroad's property, the Contractor agrees to assume liability for any civil penalties imposed upon the Railroad for such noncompliance.

ARTICLE 12.- EXPLOSIVES.

Explosives or other highly flammable substances shall not be stored or used on Railroad's property without the prior written approval of Railroad.

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement in duplicate as of the date first herein written.

UNION PACIFIC RAILROAD COMPANY

By: _____

Title: _____

(Name of Contractor)

By: _____

Name: _____

Title: _____

Phone: _____

E-Mail: _____

EXHIBIT F**RAILROAD GUIDELINES FOR TEMPORARY SHORING**

https://www.up.com/cs/groups/public/@uprr/@it/@telecom/documents/up_pdf_natedocs/commercial_telecom_temp_shorin.pdf

DRAFT

GUIDELINES FOR TEMPORARY SHORING



EMAIL BEFORE YOU DIG
UP.COM/CBUD

EMERGENCIES
1-888-877-7267



CALL BEFORE YOU DIG
1-800-533-2891

EMERGENCIES
1-800-832-5452

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1. INTRODUCTION

1.1 PURPOSE

- a. The purpose of these guidelines is to inform public agencies, design engineers, contractors and inspectors of current Railroad standards and requirements concerning design and construction of temporary shoring.

1.2 SCOPE

- a. This guideline governs on the Railroad Right-of-Way. This includes the limits of property owned, controlled and/or operated upon by the Railroad.
- b. All requirements addressed within this document shall constitute minimum requirements for all projects or works on the Railroad Right-of-Way. The applicability of each requirement for any given project will be subjected to the Railroad's discretion.
- c. Where laws or orders of authority prescribe a higher degree of protection or restriction than specified herein, the higher degree so prescribed shall control.
- d. These guidelines supplement the current American Railway Engineering and Maintenance-of-Way Association (AREMA) Manual for Railway Engineering. For items covered within these guidelines and AREMA, the more restrictive shall control.
 - i. **It is the requirement for the Contractor and designer developing Railroad shoring systems to have a copy of the AREMA Manual. Visit www.arena.org to obtain the Manual for Railway Engineering.**
- e. These guidelines supersede all previous Railroad guidelines for temporary shoring and are subject to revision without notice.
- f. In addition to this guideline, all excavations shall also be governed by each individual Railroad requirements, Federal, State and Local laws, rules and regulations concerning construction safety.
- g. These guidelines are provided as a reference and cannot be taken as authority to construct without prior review and written approval of the Railroad. See [Section 2.9](#) for review process.

2. GENERAL CRITERIA

2.1 SAFETY & RAILROAD OPERATIONS

- a. Projects shall be designed such that construction activities and phasing will not compromise safety nor impact Railroad operations.
- b. Emergency Railroad phone numbers are to be obtained from a Railroad representative prior to the start of any work and shall be posted at the job site.

2.2 SHORING REMOVAL

- a. The Contractor is responsible for planning and executing all procedures necessary to construct, maintain and remove the temporary shoring system in a safe and controlled manner.

2.3 RAILROAD FLAGGING

- a. A flagman is required when any work is performed within 25 feet of track centerline. If the Railroad provides flagging or other services, the Contractor shall not be relieved of any responsibilities or liabilities as set forth in any document authorizing the work. No work is allowed within 50 feet of track centerline when a train passes the work site, and all personnel must clear the area within 25 feet of track centerline and secure all equipment when trains are present.

2.4 CALL BEFORE YOU DIG & EXISTING UTILITIES

- a. Call Before You Dig: Appropriate measures for the installation and protection of fiber optic, or other cables, shall be addressed in the plans and contract documents. For specific Railroad requirements and additional information refer to:

BNSF: www.bnsf.com or call 1-800-533-2891.

UPRR: www.up.com/cbud

- b. Relocation of utilities or communication lines not owned by the Railroad shall be coordinated with the respective utility owners. Utility relocation plans must then be submitted to the Railroad utility representative(s) for review and prior approval must be secured before work can proceed. The Railroad will not be responsible for costs associated with any utility, signal, or communication line relocation or adjustments.
- c. Abandonment of utilities must follow the [UPRR Guidelines For Abandonment of Subsurface Utility Structures](#) or the [BNSF Utility Accommodation Policy](#).

2.5 APPLICANT & CONTRACTOR RESPONSIBILITIES

- a. The Applicant and Contractor must verify with the Railroad's Local Representative their receipt of the latest version of these guidelines prior to developing Construction Documents.
- b. Construction shall NOT impact Railroad operations, functions and facilities:
 - i. The Applicant and Contractor shall develop design plans, including, without limitation, all procedures necessary to construct and maintain the proposed shoring project, which cause no interruption to Railroad operations during and after construction.
 - ii. Work shall also not impede drainage or other functions of the Railroad.
 - iii. Any rail traffic outages or curfews thought to be required for the installation or removal of any portions of a shoring system must be requested by submittal to the Railroad for prior consideration long in advance of mobilization and construction. Such requests may not be granted.
 - iv. Unapproved and unscheduled interruptions to Railroad operations may result in your removal from Railroad Right-of-Way, and your authorization to re-enter revoked.
- c. Railroad approved design and construction plans:
 - i. The Contractor shall install the temporary shoring system per the plans approved by the Railroad.
 - ii. Any deviation from the Railroad approved plans requires resubmittal and prior approval by the Railroad prior to proceeding with said deviation. Approval from the Railroad may not be granted.
- d. The Contractor must monitor the track, ground and shoring for movement. See [Section 2.6](#) for monitoring.
- e. The Applicant and Contractor shall be jointly responsible for the design, construction and performance of the temporary structure.
- f. The Contractor must review the temporary shoring plans to ensure that the proposed method of construction is compatible with the existing site and soil conditions. Removal of the shoring system must also be addressed.
- g. The Contractor must obtain a valid right of entry permit from the Railroad and comply with all Railroad requirements when working on Railroad property.
- h. The Contractor is responsible to protect the Railroad ballast and subballast from contamination.
- i. The Contractor shall comply with all State and Federal Laws, county or municipal ordinances and regulations which in any manner affect the work.
- j. All removed soils will become the responsibility of the Contractor and shall be disposed of outside the Railroad Right-of-Way according to the applicable Federal, State and Local regulations.

- k. The project engineer and the Contractor shall evaluate the quality of materials furnished and work performed.
- l. The Applicant, at its expense, shall be solely responsible for all costs, design, construction, future replacement, maintenance, and serviceability of the proposed shoring project, except as noted otherwise in the Construction & Maintenance (C & M) Agreement with the Railroad.
- m. The Applicant shall be responsible for obtaining all Federal, State, Local and other permits for construction of the shoring project.
 - i. The Engineer-of-Record shall be registered in the state of the project location. The Engineer-of-Record may be Applicant's in-house staff or a consultant retained by the Applicant. The Contractor shall not employ the Engineer-of-Record as the Contractor's Engineer-of-Record or as a specialty engineer, with the exception of design build projects.
- n. The Applicant and/or the Engineer-of-Record have the ultimate responsibility and liability for the Construction Documents and liability for damages to Railroad property during and after construction of the shoring.
- o. The Contractor is responsible to comply with the construction documents prepared by the Applicant. The Contractor shall comply with Railroad requirements stated in the C & M Agreement prior to the commencement of any construction. The Contractor shall develop work plans that ensure the track(s) remain open to train traffic per Railroad requirements as stated in the C & M Agreement and meet the requirements of the Railroad Right-of-Entry Agreement (if applicable).
- p. The Applicant and Contractor is responsible for the security and safety of all people including the general public and trespassers, and the protection of Railroad infrastructure within the limits of the proposed shoring project. Any damage to Railroad property such as track, signal equipment or structure could result in a train derailment. All damages must be reported immediately to the Railroad Local Representative and to the local Railroad Track Maintenance Representative.
- q. The Applicant and Contractor are required to meet all safety standards as defined by the Railroad, Federal Railroad Administration (FRA), Division of Occupational Safety and Health Administration (OSHA), Local, State and Federal Governments and the State Railroad Regulatory Body.

2.6 TRACK, GROUND & SHORING MONITORING:

The Contractor must monitor the track, ground and shoring for movement to ensure proper performance of the shoring system and the safe operation of trains. Record top of rail elevations and track alignment for the duration of the project. After the project is complete additional track and ground monitoring may be required as deemed necessary by the Railroad.

- a. Track & Ground Monitoring requirements: In addition to [Table 2](#):
 - For UPRR, see the [Union Pacific Railroad Guidelines for Track & Ground Monitoring](#).
 - For BNSF, subject to direction of the BNSF project engineer for the project
- ii. Deflection Limits ([Table 2](#)), [Section 3.8k](#), for both track and shoring deflection limits.
 - Displacements exceeding the limits defined in [Table 2](#) must be immediately reported to the Railroad. All work on the project must stop and the Railroad may take any action necessary to ensure safe passage of trains. The Contractor must immediately submit a corrective action plan to the Railroad for review and approval. The Railroad must review and approve the proposed repair procedure. The repair must be inspected by the Railroad before any work on the project can proceed.
- b. Any damage to Railroad property such as track, signal equipment or structure could result in a train derailment. All damage must be reported immediately to the Railroad representative in charge of the project and to the Railroad Track Maintenance Representative.

2.7 RAILROAD RIGHT-OF-WAY

- a. The Railroad Right-of-Way accommodates existing tracks, drainage systems, multiple utilities, access roads, Railroad support facilities and space for future track(s).
- b. The proposed project shall not limit existing or future Railroad operating capacity and utility accommodations within the Railroad Right-of-Way.
- c. Limits of Railroad Right-of-Way are to be located by the Applicant and identified on the plans.

2.8 CONSTRUCTION AND MAINTENANCE AGREEMENT

- a. Prior to construction on Railroad Right-of-Way, Applicants must have an executed a C & M Agreement with the Railroad.
- b. The C & M agreement shall, at a minimum, include a funding source, cost estimate, insurance and indemnification requirements, method of payment, responsibility for design, construction, ownership, maintenance and future replacement.
- c. The Applicant shall own, maintain and replace the proposed project at no cost to the Railroad and with no interruption to Railroad operations during construction, maintenance and future replacement of the structure.
- d. The Railroad shall, at its own expense, be responsible for ownership and maintenance of ballast and track components only.
- e. The Applicant shall provide, at no cost to the Railroad, traffic control and/or detours to allow occupation of the roadway by the Railroad or its contractor(s) to perform periodic inspections as required.
- f. The Applicant is responsible for performing the work in accordance with the terms specified in the C & M Agreement.

2.9 RAILROAD REVIEW PROCESS

- a. How to Communicate with the Railroad
 - i. All design and construction submittals shall be sent to the Railroad Representative who will pass them along for Railroad review.
- b. Railroad Compensation Agreement:
 - i. Prior to any review, the Railroad Local Representative shall receive written notice from the Applicant agreeing to pay all costs associated with the Railroad's (or its consultant's) review of the design plans, construction documents and construction monitoring phase. This is often referred to as the Preliminary Engineering Agreement (PE Agreement).
 - ii. The estimated costs of such PE Agreement shall not be the upper limit of the costs but will provide a guideline for budgeting purposes. Regardless, all actual costs incurred by the Railroad (or its consultants) during the review of design plans, construction documents, and construction monitoring submittals shall be fully recoverable from the Applicant.
- c. Railroad Review Duration
 - i. Review of design submittals and resubmittals by the Railroad (or its consultants) will require a minimum of 4 weeks each individual submission to the Railroad.
 - ii. To expedite the review process of the temporary shoring plans, drawings submitted to the Railroad shall be in accordance with these Guidelines. Otherwise, longer review times shall be expected.
 - iii. To avoid impacting the construction schedule, the Contractor should schedule submittals at least 4 to 6 months in advance.
 - iv. Partial, incomplete or inadequate designs will be rejected, thus delaying the approval.
 - v. Revised submittals will follow the same procedure as the initial submittal until all issues are resolved.

d. Applicant and Engineer of Record Review

- i. Before providing submittals for the Railroad to review, the applicant and or Engineer of Record must first review and approve the submittal for compliance with the project specifications, AREMA Manual, these Guidelines and structural capacity. Exceptions or proposed alternatives, if any, must be clearly communicated and identified for all submittals involved.
- ii. Drawings and calculations must be signed and stamped by a licensed professional engineer familiar with railway loadings and is licensed in the state where the shoring system is intended for use.

e. Construction May Commence Only When:

- i. The Contractor must not begin construction of any component of the shoring system affecting the Railroad Right-of-Way until written Railroad approval has been received.

2.10 APPROVAL EXPIRATION

- a. Written approval of Final Plans will be valid for two years from the date of approval by the Railroad unless otherwise provided in the C&M Agreement. If construction of the approved structure has not begun within this period, the Railroad shall have the right to perform a design review, at the cost of the Applicant, to confirm compliance with the Railroad's then-current Guidelines before a Railroad Right-of-Entry Agreement is issued to begin construction.

3. DESIGN

3.1 GENERAL DESIGN REQUIREMENTS

- a. Shoring Zones (see Figure 1 below):
 - i. All dimensions are measured perpendicular to the centerline of track.
 - ii. For ALL excavations within Zone A, shoring plans shall be accompanied by design calculations.
 - iii. All shoring within the limits of Zone A must be placed prior to the start of excavation.

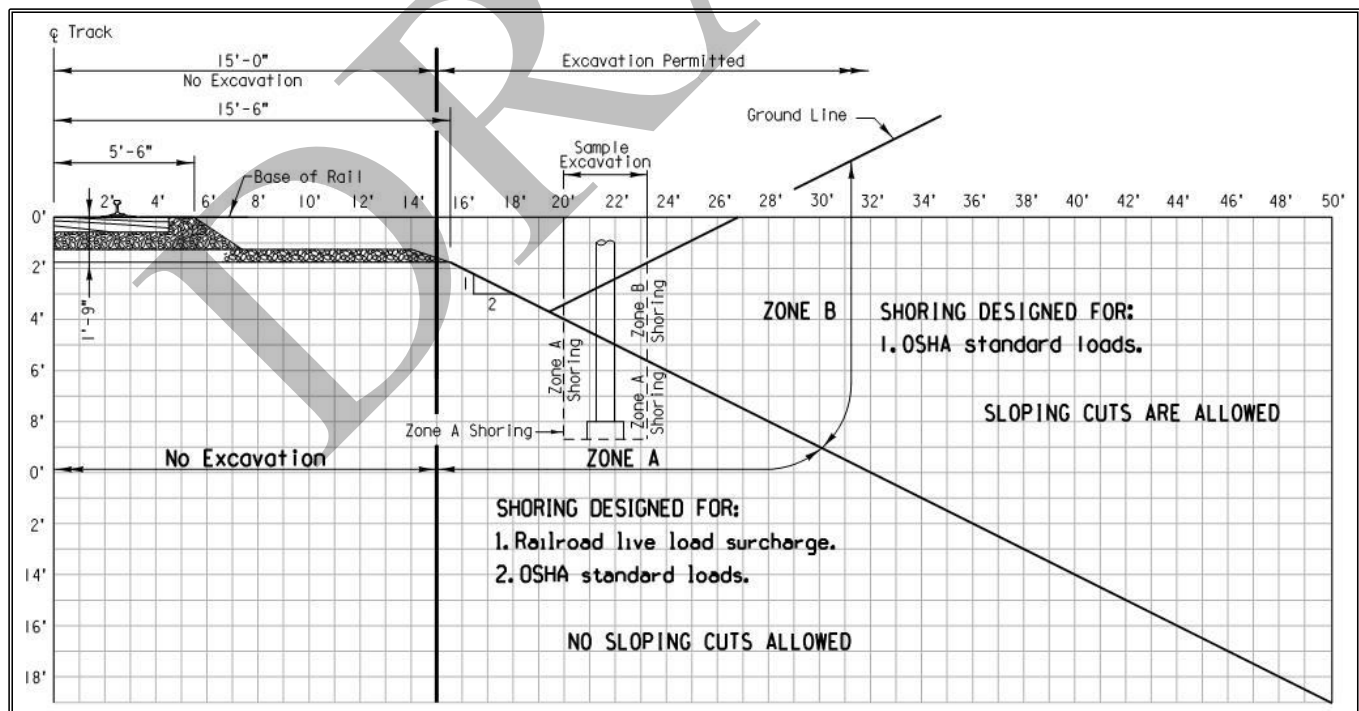


FIGURE 1

- b. Excavation Limits: No excavation shall be permitted closer than 15'-0" measured at a right angle from the centerline of track to the trackside of shoring system.
- c. Evaluate slope and stability conditions to ensure the Railroad embankment will not be adversely affected. Local and global stability conditions must also be evaluated.
- d. Lateral clearances must provide sufficient space for construction of the required Railroad ditches parallel to the standard Railroad roadbed section. The size of ditches will vary depending upon the flow and terrain and should be designed accordingly.
- e. Protect Open Excavations:
 - i. Any excavation, holes or trenches on the Railroad property shall be covered, guarded and/or protected. Handrails, fence, or other barrier methods must meet OSHA and FRA requirements. Temporary lighting may also be required by the Railroad to identify tripping hazards to train crewmen and other Railroad personnel.
- f. The most stringent project specifications shall be used of the Public Utilities Commission Orders, Department of Industrial Safety, OSHA, FRA, AREMA, BNSF, UPRR or other governmental agencies.
- g. Secondhand material is not acceptable unless the Engineer of Record submits a full inspection report which verifies the material properties and condition of the secondhand material. The report must be signed and sealed by the Engineer of Record.
- h. Shoring Removal:
 - i. All components of the shoring system are to be removed when the shoring is no longer needed to the extent that there is no impact to Railroad operations. All voids must be filled and compacted properly, and drainage facilities restored. See compaction requirements in [Section 3.5c](#).
 - ii. If the shoring cannot be completely removed, it shall be removed at least 3.0 feet below the final finished grade or at least 3.0 feet below the base of rail, whichever is lower, unless otherwise specified by the Railroad and only if approved by the Railroad.
 - iii. No traffic during unsupported excavations resulting from shoring removal.
- i. Soldier piles may be installed in predrilled holes if the requirements of [AREMA, Vol. 2, Ch. 8, Article 28.5.4.3](#) and the following are met:
 - i. Slurry and drilling fluid type materials are not acceptable as backfill for soldier piles in drilled holes.
 - ii. Concrete and flowable backfill may be used but might prevent removal of the embedded piles. If width of the drilled hole will be relied on for passive resistance, the concrete backfill shall have a minimum compressive strength of 3,000 psi, and a minimum coverage of at least 3.0 inches between the edge of the pile and drilled hole.
 - iii. Compacted pea gravel material is allowed as backfill if the groundwater level is below the bottom of the drilled hole, the diameter of the hole is at least 12 inches greater than the diagonal width of the pile, and the pea gravel is placed in successive lifts of 8 inches or less in thickness and either consolidated by vibrating the pile or being dry rodded between each lift. The design passive resistance shall be based on the lesser of that derived from either the surrounding subsurface soils or the pea gravel. The pea gravel shall be assumed to have a friction angle no greater than 34 degrees.
 - iv. Temporary or permanent casing is used to support the sides of the drilled hole for holes drilled within 25 feet from centerline of track, or 2 times the hole diameter plus 15 feet from centerline of track, whichever is greater. The thickness and strength of the steel casing shall be sufficient to support the loads described in [Section 3.7](#), and shall be specified on the plans.
- j. Tieback & Soil Nail Anchor Rods
 - i. Soil Nails are defined as drilled-in ground anchors that require ground and wall movement to occur before fully utilized, and Tiebacks are defined as tie rods and drilled-in ground anchors that are prestressed after installation.

- ii. Tiebacks & Soil Nails are not approved to permanently retain Railroad embankment supporting tracks.
- iii. Tiebacks & Soil Nails installed below active tracks shall be cased during anchor installation.
- iv. Tiebacks & Soil Nails shall be installed a minimum of 6 feet below base of rail, unless comprised of fiberglass or fully removed after the shoring is no longer needed. Additionally, the upper surface of the grouted tieback or soil nail shall be no less than 3.5 feet below base of rail.
- v. Tiebacks & Soil Nails shall be designed for gravity placement of grout unless pressure grouting can be proven to not cause an unacceptable risk of track heave.
- vi. For shoring that will extend above existing grade, which will result in the shoring being backfilled with compacted fill, settlement of the backfill, and associated impacts to shoring and adjacent structures, shall be evaluated. If tieback tie rods will be installed within the compacted backfill, the tie rods shall be placed in the bottom of pipe sleeves that have sufficient diameter to prevent vertical loading on the tie rods from backfill settlement. The pipe sleeves shall also have sufficient strength to support overburden backfill and surcharge loads.
- vii. The contractor is responsible for providing an approved test method to verify the capacity of anchored or tieback systems. The manufacturers recommendations for testing must be satisfied. Systems which support the Railroad embankment will be considered high risk in determining the percentage of elements to be proof tested.
- viii. Cement-grouted anchors tiebacks shall be installed, tested and stressed in accordance with the project specifications, AREMA requirements, FHWA-IF-99-015, Geotechnical Engineering Circular 4, Ground Anchors and Anchored Systems.
- k. The proximity of existing structures shall be evaluated when determining shoring installation methods. Installation of shoring by vibratory or impact hammers has the potential to cause dynamically induced subsidence of existing structures and track. The Railroad may dictate shoring installation methods as required on a case by case basis.

3.2 INFORMATION REQUIRED

- a. Plans and calculations shall be submitted, signed and stamped by a Licensed Professional Engineer familiar with Railroad loadings and who is licensed in the state where the shoring system is intended for use. See [Section 3.9](#) for requirements on plan submittals. In addition to plans and calculations, the following information is also required.
- b. Field Survey
 - i. The field survey shall be referenced to the centerline of track(s) and top of rail elevations. Existing grades and alignment of tracks and roads shall be surveyed. The location of existing utilities shall also be determined.
- c. Drainage
 - i. The drainage pattern of the site before and after construction should be analyzed and adequate drainage provisions should be incorporated into the plans and specifications. Consideration should be given to groundwater seepage as well as surface drainage.
 - ii. Drainage provisions for backfill should be compatible with the assumed water conditions in design.
- d. Geotechnical Report – See [Section 3.5](#), Subsurface Characterization.
- e. Assumed Loading – See [Section 3.7](#), Applied Loads and Calculations.
- f. Structural Design Calculations – See [Section 3.8](#), Structural Design Calculations.

3.3 DESIGN PROCEDURE

- a. Shoring design should generally adhere to the following procedure:

Step 1) Determine proposed excavation location and depth.

Step 2) Establish subsurface and surface conditions at proposed shoring location. See [Section 3.5](#) for requirements.

Step 3) Select shoring type (see [Section 3.6](#))

Step 4) Determine Applied Loads

- Lateral Driving Pressures on back side of shoring, which would consist of the following:
 - Earth pressure (Active, At-Rest, Apparent) (see [Sections 3.7c.i, 3.7c.ii, and 3.7c.iii](#))
 - Surcharge pressures (see [Section 3.7c.iv](#))
 - Hydrostatic pressure (see [Section 3.7c.v](#))
- Lateral Resisting Pressures on the front side of shoring, which would consist of the following:
 - Passive earth pressure (see [Section 3.7d.i](#)).
 - Passive earth pressure reductions (e.g., seepage uplift) (see [Section 3.7d.ii](#))
 - Resisting loads from braces and tiebacks

Step 5) Perform Structural Design Calculations

- Perform stability analysis to establish the minimum embedment depth of shoring and anchor/brace loads (see [Section 3.8j](#)).
 - For complex shoring designs, perform global and basal heave stability analyses (see [Section 3.8j](#)).
- Verify deflection is within that allowable (see [Section 3.8k](#)).
- Verify strength of structural elements are not exceeded (see [Section 3.8i](#))

3.4 (Step 1) EXCAVATION LOCATION

- a. See [Figure 1, Section 3.1b](#) for excavation limits.
- b. Shoring systems should be located as far from the Railroad track and structures as possible.

3.5 (Step 2) SUBSURFACE CHARACTERIZATION

- a. Subsurface exploration.
- i. Sufficient borings shall be made along the length of the structure to determine, with a reasonable degree of certainty, the subsurface conditions. Irregularities found during the initial soil boring program may dictate that additional borings be performed.
 - ii. In general, borings should be performed within 50 feet of the planned location of shoring, or closer as necessary. If the planned shoring is longer than 250 feet in length, additional borings shall be performed along the length of the shoring on an average spacing of 250 feet.
 - iii. Borings shall be performed to a depth sufficient to fully characterize the soils adjacent to and below the proposed shoring.
 - iv. Unless otherwise stated in these guidelines, subsurface investigation shall also be made in accordance with the provisions of [AREMA, Vol. 2, Ch. 8, Part 22](#), Geotechnical Subsurface Investigation.
- b. Type of backfill and backfill properties.
- i. Backfill is defined as material behind the wall, whether undisturbed ground or compacted fill, that contributes to the pressure against the wall.

- ii. The compacted fill may be classified with reference to the soil types described in [AREMA Vol. 2, Ch. 8, Articles 5.2.5 and 5.3.2](#). However, the unit weight used in design shall be representative of the actual unit weight of the material as measured by laboratory testing.
- c. Backfill placement and compaction.
 - i. The compacted fill shall meet the latest version requirements of [Section 31 23 26 of the UPRR General Conditions and Specifications \(UPRR\)](#) or BNSF Standard Construction Specifications (BNSF).
 - ii. No dumping of backfill material shall be permitted in such a way that the successive layers slope downward toward the wall. The layers shall be horizontal or shall slope downward away from the wall.
 - iii. If the wall is not free to rotate (i.e., is anchored or braced) and achieve an active condition during compaction of the backfill, the induced earth pressure due to compaction shall be evaluated. The assumed earth pressure shall be no less than the at-rest earth pressure (see [Section 3.7c.ii](#)).
- d. Stress states and corresponding soil strength properties.
 - i. Saturated cohesive soils (clays and some silts) can reside in two different stress states while shoring is in service:
 - Undrained / Total Stress: A short-term condition where the undrained shear strength (S_u) of the soil should be used for analysis.
 - Drained / Effective Stress: A long-term condition where drained effective friction angle (ϕ') and effective cohesion (c') of the soil should be used for analysis.
 - ii. It is impossible to accurately predict how long saturated cohesive soils will remain in an undrained / total stress state before pore pressures dissipate and the soil achieves a drained / effective stress state. For this reason, the Undrained Cohesive soil state shall only control for design when it results in a higher factor of safety for the shoring design than that estimated for the Drained Cohesive soil state. This will generally only be the case when the cohesive soils are relatively soft.
 - iii. It is noted that cohesive soils can also reside in an “unsaturated” state, where the soil can be characterized by an unsaturated shear strength. The unsaturated shear strength of a cohesive soil can vary drastically as it's moisture content increases or decreases. Given the impossibility of predicting moisture content changes for soils exposed to weather and groundwater fluctuations, the unsaturated shear strength of the soil shall not be used for design.
 - iv. Saturated and unsaturated cohesionless soils (some silts, sands, and gravels) should be assumed to always reside in a drained / effective stress state.
- e. A Geotechnical Report summarizing the existing and proposed subsurface conditions shall be provided by a Licensed Professional Engineer. The Geotechnical Report shall include:
 - i. Boring location plan showing the location of each boring in relation to tracks and the proposed shoring.
 - ii. Boring logs that indicate the elevation and depth of each layer of soil encountered, USCS classification of each layer of soil, an indication of whether the soil is fill or natural soil, the depth/elevation of groundwater, results of in-situ testing, index properties of the soil layers as determined by laboratory testing (e.g., moisture, density, sand content, plasticity, unconfined strength, etc.)
 - iii. Results of all laboratory testing. Laboratory testing shall include at a minimum: moisture content, density, unconfined compression tests on clay/rock, and direct shear or triaxial compression testing on soils to determine the effective cohesion and internal angle of friction.

- iv. Recommended soil properties for the design of shoring for each layer of soil as follows:
 - Top/bottom elevation of soil layer
 - Moist (γ) and effective (γ') unit weight
 - Undrained shear strength (S_u) of cohesive soils
 - Effective cohesion (c') and friction angle (ϕ')
 - Active and passive earth pressure coefficients
 - Parameters for p-y curve generation, if necessary.
- v. If required, allowable bearing capacity for spread footings.
- vi. Compaction recommendations for backfill, optimum moisture content and maximum density of fill material, and design parameters for the compacted fill. See [Sections 3.5b and 3.5c](#).
- vii. Water table elevation to be assumed on both sides of the shoring system.
- viii. Dewatering recommendations, as needed, and proposed flownets or zones of groundwater influence.

3.6 (Step 3) SHORING TYPES

- a. Shoring/Trench Box is a prefabricated shoring system which is installed as the excavation progresses. This system is allowed in special applications only, typically where Railroad live load surcharge is not present unless it can be shown that the over excavation outside the box will be filled and compacted before the presence of Railroad live load.
- b. Anchored systems with tiebacks are discouraged, as the tiebacks will be an obstruction to future utility installations and may also damage existing utilities. If used, see Section 3.1.j for design requirements for tiebacks and soil nails.
- c. Sheet Pile Wall (Anchored) is a structure designed to provide lateral support for a soil mass and derives stability from passive resistance of the soil in which the sheet pile is embedded and the tensile resistance of tiebacks.
- d. Sheet Pile Wall (Cantilevered) is a structure designed to provide lateral support for a soil mass and derives stability from passive resistance of the soil in which the sheet pile is embedded. Cantilever sheet pile walls shall be used only in granular soils or stiff clays. The maximum height of wall above the excavation line shall be 10 feet in Zone A (see [Figure 1](#)) and 12 feet in Zone B.
- e. Soldier Pile with Lagging Wall (Anchored) is a structure designed to provide lateral support for a soil mass and derives stability from passive resistance of the soil/rock in which the soldier beam is embedded and from the tensile resistance of tiebacks. Soldier beams include steel H-piles, wide flange sections or other fabricated sections that are driven or set in drilled holes. Lagging refers to the members spanning between soldier beams.
- f. Soldier Pile with Lagging Wall (Cantilever) is a structure designed to provide lateral support for a soil mass and derives stability from passive resistance of the soil/rock in which the soldier beam is embedded. The maximum height of the wall above the excavation line shall be 8 feet for Zone A (see [Figure 1](#)) and 12 feet for Zone B.
- g. Braced Excavation is a structure designed to provide lateral support for a soil mass and derives stability from passive resistance of the soil in which the vertical members are embedded and from the structural capacity of the bracing members. For purposes of these guidelines, the vertical members of the braced excavation system include steel sheet piling or soldier beams comprised of steel H-piles, wide flange sections, or other fabricated sections that are driven or installed in drilled holes. Wales are horizontal structural members designed to transfer lateral loads from the vertical members to struts or rakers. Struts and rakers are structural compression members that support the lateral loads from the wales and transfer the load to either another side of a shored excavation (struts) or to a reaction pile/thrust block (raker).
- h. Cofferdam is an enclosed temporary structure used to keep water and soil out of an excavation for a permanent structure such as a bridge pier or abutment or similar structure. Cofferdams may be

constructed of timber, steel, concrete or a combination of these. These guidelines consider cofferdams primarily constructed with steel sheet piles.

3.7 (Step 4) APPLIED LOADS AND CALCULATIONS

- a. For shoring design submittal, all design criteria, temporary and permanent loading must be clearly stated in the design calculations and on the contract and record plans.
- b. Applied loading will consist of driving pressures/forces on the back of the shoring and resisting pressures/forces on the front of the shoring.
 - Driving pressure will generally consist of:
 - Active, At-Rest & Apparent pressures. ([Sections 3.7c.i, 3.7c.ii, 3.7c.iii](#))
 - Surcharge ([Section 3.7c.iv](#))
 - Hydrostatic pressures ([Section 3.7c.v](#)).
 - Resisting pressure will generally consist of:
 - Passive earth pressure (3.7d.i) and brace/tieback loading.
- c. **Driving Pressures/Loads:**
 - i. **Active Earth Pressure**
 - Use for cantilever walls and flexible walls with only one row of tiebacks/braces (i.e., flexible anchored bulkheads), if the minimum deflection criteria per AREMA Vol. 2, Ch. 8, Article 20.1.2.d is met. If the minimum deflection criteria for flexible anchored bulkheads is not met, use Apparent Earth Pressure for top-down shoring construction ([Section 3.7c.iii](#)), and At-Rest Earth Pressure for walls that are backfilled ([Section 3.7c.ii](#)).
 - The active earth pressure may be computed by the Rankine, Coulomb or Log-Spiral theories. The active earth pressure may also be based on general soil type per [AREMA Vol. 2, Ch. 8, Part 20, Table 8-20-3](#) as provided in the [Appendix](#).
 - For interface friction angles used for Coulomb and Log-Spiral theories, the interface friction angle shall not be greater than one-half of the effective friction angle of the soil, or that consistent with published values for specific types of soil in contact with either steel or concrete (e.g., **NAVFAC DM7.02, Chapter 3, Table 1**).
 - The backslope of the retained soil shall be considered when calculating the active earth pressure.
 - See [Section 3.5b](#). Subsurface Characterization, for further requirements for computing earth pressure from compacted backfill.

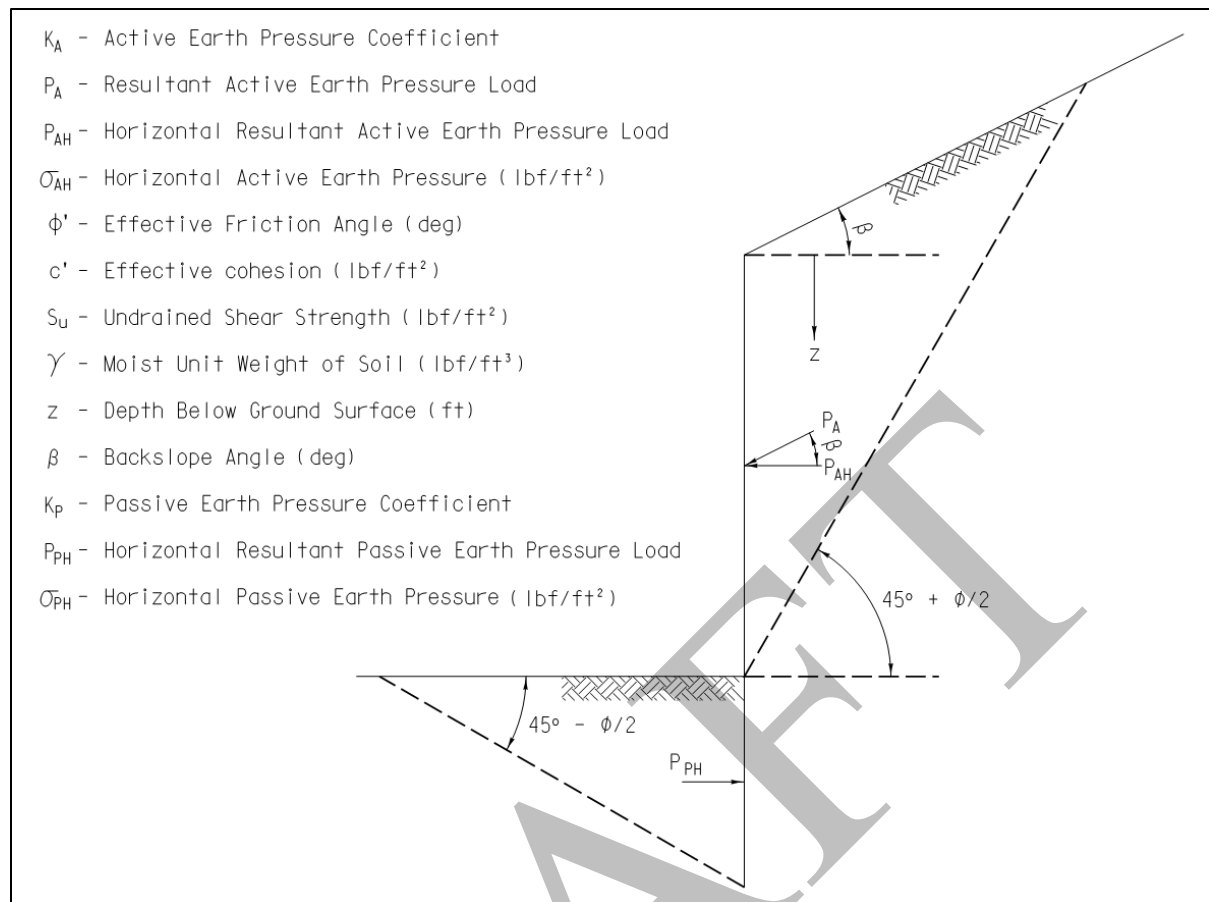


FIGURE 2

❖ NON-COHESIVE SOILS

Level Backslope (Rankine)

$$\sigma_{AH} = K_A \gamma z, \text{ where } K_A = \tan^2 \left(45 - \frac{\phi'}{2} \right)$$

Sloping Backslope (Rankine)

$$\sigma_{AH} = K_A \gamma z \cos \beta, \text{ where } K_A = \cos \beta \left(\frac{\cos \beta - \sqrt{\cos^2 \beta - \cos^2 \phi'}}{\cos \beta + \sqrt{\cos^2 \beta - \cos^2 \phi'}} \right)$$

❖ COHESIVE SOILS & FRACTURED ROCK

Drained Cohesive & Fractured Rock - Level & Sloping Backslope (Rankine/Bell)

- Use these drained equations unless the undrained equations below result in greater earth pressures in the shoring design.

$$\sigma_{AH} = K_A \gamma z - 2c'\sqrt{K_A}$$

$$K_A = \tan^2 \left(45 - \frac{\phi'}{2} \right), \text{ For Level Backslope}$$

$$K_A = \cos \beta \left(\frac{\cos \beta - \sqrt{\cos^2 \beta - \cos^2 \phi'}}{\cos \beta + \sqrt{\cos^2 \beta - \cos^2 \phi'}} \right), \text{ For Sloping Backslope}$$

- **Effective Cohesion Note:** Effective cohesion shall be assumed to be zero, unless local experience by a Licensed Geotechnical Engineer indicates the fully softened strength of the clay will have an effective cohesion greater than zero.
- **Fractured Rock Note:** The active earth pressure for fractured rock and intermediate geomaterials (e.g., weak shales, sandstone, etc.) shall be based on either the rock mass effective cohesion and friction angle, or mass shear strength. The mass strength parameters shall be determined using a methodology that accounts for rock type, intact strength, spacing and conditions of joints, rock quality designation (RQD), geological strength index (GSI), and/or rock mass rating (RMR).

Undrained Cohesive – Level Ground (Rankine/Bell)

- Only use undrained when it results in a higher earth pressure in the shoring design. Otherwise use the Drained equations above.
- Assumes $\phi=0$ and $c'=S_u$

$$\sigma_{AH} = \gamma z - 2S_u$$

or

$$\sigma_{AH} = K_A \gamma z, \text{ where } K_A = 1 - \frac{2S_u}{\gamma z}$$

Very Soft to Medium Clays/Silts

- Where the Stability Number $N_s = \gamma H / S_{ub}$ is greater than 4, active earth pressure shall be estimated as the greater of that determined using the equations above for drained (effective) and undrained (total stress) conditions, or the equations directly below. The factor of safety against basal heave shall also be analyzed per [Section 3.8j.ii.3.8](#). For $N_s > 6$, the global stability of the shoring shall also be evaluated by a limit-equilibrium method of slices per [Section 3.8j.ii](#).

- For $4 < N_s < 5.14$, $K_A = 0.22$
- For $N_s > 5.14$ (Henkel, 1971), $K_A = 1 - \frac{4S_u}{\gamma H} + 2\sqrt{2} \frac{d}{H} \left(1 - \frac{5.14S_{ub}}{\gamma H} \right) \geq 0.22$

Where:

S_u = Undrained strength of retained soil (lb/ft²)

S_{ub} = Undrained strength of soil below excavation base (lb/ft²)

γ = Total unit weight of retained soil (lb/ft³)

H = Total excavation depth (ft)

d = Depth of potential base failure surface below base of excavation (ft)

(The lesser of either the thickness of soft to medium stiff clay below the bottom of excavation, or the width of the excavation divided by the square root of 2. See [Figure 3](#) below.)

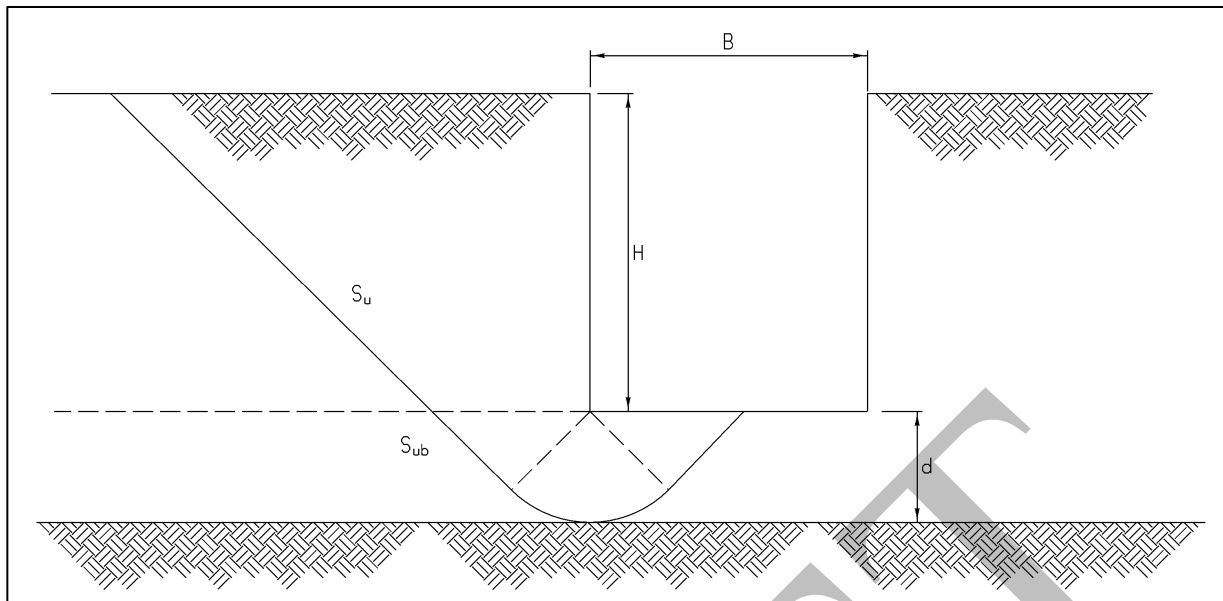


FIGURE 3

ii. **At-Rest Earth Pressure.**

- Used for rigid walls (e.g., reinforced concrete walls) that deflect less than that indicated in [Table 1](#).

Table 1 - When to Use At-Rest Earth Pressure

Type of Backfill	Wall Deflection / Wall Height
Dense sand	0.001
Medium dense sand	0.002
Loose sand	0.004
Compacted Silt	0.002
Compacted lean clay	0.010
Compacted fat clay	0.010

(Clough & Duncan, 1991)

- At-Rest earth pressure shall also be used for walls that are restrained above the dredge line by braces/tiebacks and are backfilled with compacted fill. See also [Section 3.8j.ii](#).
- At-Rest earth pressure shall be calculated as follows:

Level Ground

$$\sigma_{0H} = K_0 \gamma z, \text{ where } K_0 = (1 - \sin \phi') OCR^{(\sin \phi')}$$

Sloping Backslope

$$\sigma_{0H} = K_0 \gamma z (1 + \sin \beta)$$

Where:

σ_{0H} – Horizontal At-Rest Earth Pressure (lbf/ft²)

K_0 – At-Rest Earth Pressure Coefficient

ϕ' – Effective Friction Angle (deg)

OCR – Over-Consolidation Ratio

β – Backslope Angle (deg)

iii. Apparent Earth Pressure

- Use for braced excavations with single or multiple levels of braces/tiebacks.
- Use equations determined per [AREMA Vol. 2, Ch. 8, Article 28.5.4.1](#) or [FHWA-IF-99-015, Sections 5.2.4](#) (sands), [5.2.5](#) (stiff to hard clays) and [5.2.6](#) (soft to medium clays).
- For braced excavations that bottom out in very soft to medium stiff clays/silts, where the Stability Number $N_s = \gamma H / S_{ub}$ is greater than 4, the requirements of [Section 3.7c.i](#) for very soft to medium clays shall also apply if they control for design.

iv. Surcharge Loads

- Loads include but are not limited to: Railroad vertical and centrifugal loading, railroad service vehicles (HS-20 truck), roadway loading, fills placed above the top of shoring, construction equipment, crane pads, future grading and paving, structures, material storage piles, and snow.
- Dead load assumptions to be used for design:
 - Spoil pile: must be included assuming a minimum height of two feet of soil adjacent to the excavation.
 - Track: use 200 lbs/linear-ft for rails, inside guardrails and fasteners.
 - Roadbed: ballast, including track ties, use 120 lbs per cubic foot.
- For specific applications of the Cooper E80 live load, refer to in [Appendix 5.1](#), which illustrates Live Load Pressure Due to Cooper E80.
- Additional analysis for centrifugal force calculations as described in [AREMA Vol. 2, Ch. 15, Article 1.3.6](#). Centrifugal Loads are required where shoring is located along the outer side of curved track and track curvature exceeds three degrees.
- Lateral pressure from to infinite and uniform surcharge load.
 - The surcharge can effectively be treated as another soil layer, whereby the vertical surcharge pressure is multiplied by the active or at-rest earth pressure coefficient as shown below:

$$\sigma_{UA} = K_A q \quad \text{or} \quad \sigma_{U0} = K_0 q$$

Where:

σ_{UA} – Uniform lateral surcharge pressure for active condition (lbf/ft²)

σ_{U0} – Uniform lateral surcharge pressure for at-rest condition (lbf/ft²)

K_A - Active earth pressure coefficient

K_0 – At-rest earth pressure coefficient

q - Uniform surcharge load (lbf/ft²)

- Lateral pressure from to point, line, uniform strip, and rectangular-area surcharge loads.
 - Equations shall be based on Boussinesq theory (i.e., elastic theory) and a rigid wall condition.
 - For point loads, see **AREMA, Vol. 2 , Ch. 8, Article 20.3.2.4.**
 - For line loads, see **AREMA, Vol. 2 , Ch. 8, Article 20.3.2.3.**
 - For rectangular loads, see **NAVFAC DM7.02, Figure 11.**
 - For uniform strip loads, see Case I (Cooper E80 loading parallel to walls) in [Appendix 5.1](#), or **AREMA, Vol. 2 , Ch. 8, Article 20.3.2.2.**
- Trial Wedge method per [AREMA, Vol. 2 , Ch. 8, Article C5.3.2.II](#) may also be used.

v. **Hydrostatic Pressure Due to Unbalanced Groundwater Levels.**

- Hydrostatic pressure shall be assumed on secant/tangent pile and sheet pile shoring if the base of the excavation extends below the water table and no drainage system is installed behind the shoring.
- Weep holes are not considered an effective drainage system, unless the soil behind the shoring above the dredge line is uniformly free-draining granular material.

d. **Resisting Pressures/Loads:**

i. **Passive earth pressure**

- The passive earth pressure, P_p , below the excavation line may be computed by Rankine or Log-Spiral theories, but not the Coulomb theory.
- For Log-Spiral theory, the interface friction angle shall not be greater than one-half of the effective friction angle of the soil, or that consistent with published values for specific types of soil in contact with either steel or concrete.
- The passive earth pressure for cohesionless soils (sands, gravels and some silts), uncontrolled fill, and mixed layers of cohesive and cohesionless soil shall be calculated based on the effective friction angle of the soil.
- The passive earth pressure for cohesive (clay and some silts) soils and controlled backfill shall be calculated for the effective stress condition (see [Section 3.5d.i](#) for definition), unless the resulting earth pressure for the total stress condition (i.e., S_u) is less.
- For conditions where the slope in front of the shoring slopes down and away from the wall, the slope in front of the wall shall be considered when calculating passive pressure. If the ground in front of the shoring slopes upwards away from the wall, the ground level shall be assumed to be level for analysis.
- For reference, Rankine equations are provided below:

K_p – Passive Earth Pressure Coefficient

σ_{PH} – Horizontal Passive Earth Pressure (lbf/ft²)

ϕ' – Effective Friction Angle (deg)

c' – Effective cohesion (lbf/ft²)

S_u – Undrained Shear Strength (lbf/ft²)

γ – Moist Unit Weight of Soil (lbf/ft³)

z – Depth Below Ground Surface (ft)

β – Front Slope Angle (deg)

NON-COHESIVE SOILS

Level Frontslope (Rankine)

$$\sigma_{PH} = K_p \gamma z, \text{ where } K_p = \tan^2 \left(45 + \frac{\phi'}{2} \right)$$

Sloping Frontslope (Rankine)

- Use only if ground is sloping down and away from shoring (i.e., β is negative)

$$\sigma_{PH} = K_p \gamma z \cos \beta, \text{ where } K_p = \cos \beta \left(\frac{\cos \beta + \sqrt{\cos^2 \beta - \cos^2 \phi'}}{\cos \beta - \sqrt{\cos^2 \beta - \cos^2 \phi'}} \right)$$

COHESIVE SOILS & FRACTURED ROCK

Drained Cohesive & Fractured Rock - Level & Sloping Backslope (Bell's)

$$\sigma_{PH} = K_P \gamma z + 2c' \sqrt{K_P}$$

$$K_P = \tan^2 \left(45 + \frac{\phi'}{2} \right), \text{ For Level Frontslope}$$

$$K_P = \cos \beta \left(\frac{\cos \beta + \sqrt{\cos^2 \beta - \cos^2 \phi'}}{\cos \beta - \sqrt{\cos^2 \beta - \cos^2 \phi'}} \right), \text{ For Sloping Frontslope}$$

- Effective cohesion shall be assumed to be zero unless local experience by a Licensed Geotechnical Engineer indicates the fully softened strength of the clay will have an effective cohesion greater than zero.
- The passive resistance for fractured rock and intermediate geomaterials (e.g., weak shales, sandstone, etc.) shall be based on either the rock mass effective cohesion and friction angle, or mass shear strength. The mass strength parameters shall be determined using a methodology that accounts for rock type, intact strength, spacing and conditions of joints, rock quality designation (RQD), geological strength index (GSI), and/or rock mass rating (RMR).

Undrained Cohesive – Level Ground (Rankine/Bell)

- Only use undrained when it results in a lower earth pressure in the shoring design. Otherwise use Drained equations above.
- Assumes $\phi=0$ and $c'=S_u$

$$\sigma_{PH} = \gamma z + 2S_u$$

or

$$\sigma_{PH} = K_P \gamma z \text{ where } K_P = 1 + \frac{2S_u}{\gamma z}$$

- For soldier pile walls, the upper 1.5 pile/shaft diameters of passive resistance in soil below the excavation line shall be ignored per [AREMA, Vol. 2, Ch. 8, Article 28.5.3.2.a](#).
 - Allowable arching factors for soldier pile walls shall comply with [AREMA, Vol. 2, Ch. 8, Article 28.5.3.2.a](#).
 - As noted in [Section 3.1i.ii](#) above, the width of the drilled hole for a soldier pile shall not be assumed to provide passive resistance unless the concrete backfill has a minimum compressive strength of 3,000 psi, and a minimum coverage of at least 3.0 inches between the edge of the pile and drilled hole.
 - P-y curve methods shall use a P-multiplier less than 1 to account for group effects on sheet and soldier pile walls when piles are spaced less than 3.5D apart on center, and for slopes in front of the wall.
- ii. Seepage pressures on bulkheads and cofferdams.
- Where the imbalance of water levels results in water seeping under the bottom of shoring and upward into the excavation, the seepage pressures on the wall and base of excavation shall be based on flownet or equivalent analyses, and the passive resistance reduced accordingly. See [AREMA, Vol. 2, Ch. 8, Article 20.3.5](#) or FHWA-IF-99-015 Section 5.2.9 for further detail.

3.8 (Step 5) STRUCTURAL DESIGN CALCULATIONS

- a. Temporary shoring is defined by [AREMA, Vol. 2, Ch. 8, Article 28.1.1](#), and is anticipated to be in service for not more than an 18-month period. Earth retention structures that are anticipated to be in service for more than 18 months shall be designed per AREMA as permanent structures.
- b. Calculations shall be performed for each stage of construction, when one or more rows of braces/tiebacks are being implemented. The calculations shall be performed for each stage of excavation before the braces/tiebacks are installed for that stage.
- c. Calculations shall be performed by one of two methods:
 1. Classical Method: A sum of forces and moments analysis whereby driving and resisting pressures are balanced. Driving pressures are applied from the top to the bottom of the back side of the shoring. For braced excavations, Apparent earth pressure will be applied from the top down to the excavation line, and below the excavation line, Active earth pressure will be applied down to the bottom of the shoring on the back side of the shoring. Resisting pressures/forces are applied from the excavation line to the bottom of the front side of the shoring. To achieve an acceptable factor of safety for embedment, the passive resistance will be reduced as required in [Section 3.8j.i](#). It is noted that all AREMA requirements are based on an assumption that the Classical Method will be used for design.
 2. P-y Method: A force-deflection analysis (i.e., Winkler beam analysis) whereby the soil below the excavation line on both sides of the shoring is characterized as springs. Driving earth pressures are generally only applied above the excavation line. However, surcharge loads are generally applied to the bottom of the shoring elements. Minimum embedment is based on the base of the shoring reaching fixity as required in [Section 3.8j.i](#).
- d. Calculations shall be in English units. If Metric units are used, all controlling dimensions, elevations, design criteria assumptions, and material stresses shall be expressed in dual units, with English units to be in parentheses.
- e. List all assumptions used to design the temporary shoring system, and provide references for equations, tables, figures, and design criteria obtained from design manuals and guidelines.
- f. Computerized calculations and programs must clearly indicate the input and output data. List all equations used in determining the output.
- g. Example calculations with values must be provided to support computerized output and match the calculated computer result.
- h. Provide a simple free body diagram showing all controlling dimensions and applied loads on the temporary shoring system.
- i. Documents and manufacturer's recommendations which support the design assumptions must be included with the calculations.
- j. Embedment depth and stability.
 - i. The minimum depth of embedment is that required to balance driving and resisting pressures/loads.
 - The minimum factor of safety for balancing active and passive pressures shall be 1.5 (See [AREMA, Vol. 2, Ch. 8, Article 20.5.1.a](#)). The factor of safety is achieved by reducing the passive earth pressure resistance by a factor of 0.67. A calculated factor of safety based on shallow penetration into strong soil layer is not acceptable.
 - Note, some commercially available software packages add ~ 30% length to the embedment computed for moment equilibrium in order to achieve force equilibrium. This additional length added by the software is not the required factor of safety noted above. Additional embedment, beyond the 30% added by the software package, is required to achieve the specified factor of safety.

- The minimum embedment for p-y methods shall be based on both the shoring meeting the deflection limit criteria in [Table 2](#) over the full height of the shoring, and a moment reversal (i.e., moment diagram passes through zero twice) being achieved below the excavation line.
- ii. In special circumstances, as indicated in these guidelines, minimum embedment might also be controlled by basal heave or global stability.
 - The minimum factor of safety against basal heave shall be 1.5 for temporary structures. See FHWA-IF-99-015, Section 5.8.2 for further details on methodology.
 - The minimum factor of safety for global stability shall be 1.3 when using a limit-equilibrium method of slices. (See AREMA, Vol. 2, Ch. 8, Article 20.4.1.c). The global stability analyses shall consider failure surfaces that pass both below and through non-continuous shoring (e.g., soldier piles) located below the dredge line, as well as both through and behind wall anchors. See FHWA IF-99-015, Section 5.7.3 for further details on methodology.
 - Global stability shall also be analyzed for slopes steeper than 2(H):1(V) that are above, adjacent or below shoring.
- iii. Multiple tiers of shoring should not be used if the active wedge of the lower wall overlies the passive wedge of the upper wall.
 - If there is active/passive overlap between tiers of shoring, or the shoring will be supporting an existing retaining wall, the effect of loading of the upper wall/shoring on the lower wall shall be evaluated. This will require estimating the bearing, sliding and/or passive resistance demand of the upper wall, and applying those demands in part or fully to the lower wall. In addition, any loading in front of or behind the upper wall that is not fully supported by the wall, would also need to be applied to the shoring. Lastly, a global stability analysis per [Section 3.8j.ii](#) shall be performed to determine the external stability of the multi-tiered wall/shoring system.
- k. **Deflection limits.**
 - i. Calculated total deflections of any part of the temporary shoring system and top of rail elevation shall not exceed the criteria outlined in [Table 2](#) Deflection Criteria. Include the accumulated elastic deflection of all of the wall elements (piles, anchors, lagging, walers, strut/raker restraints, etc.), as well as the deflection due to the passive deflection of the resisting soil mass.

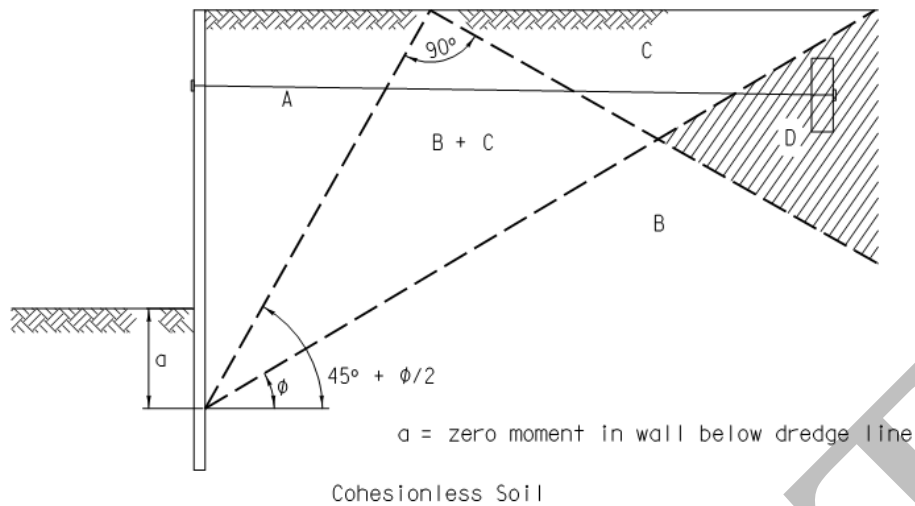
Table 2 - Deflection Criteria

Horizontal distance from shoring to track C/L measured at a right angle from track	Maximum horizontal movement of shoring system	Maximum acceptable horizontal or vertical movement of rail
$15' < S < 18'$	3/8"	1/4"
$18' < S < 25'$	1/2"	1/4"
$S > 25'$	1% of shoring height above excavation line	-

- ii. Braced excavations should be designed for conditions in which the ground surface on all sides is relatively uniform in elevation. If the ground surface elevation varies significantly from one side of the excavation to the other, the deflection of the higher braced shoring towards the side with lower braced shoring shall be evaluated. This analysis would approximate that required for shoring supported by rakers, where the lower shoring acts as the raker thrust block, such that the passive deflection of the lower shoring is added to the higher shoring deflection and the resulting sum is verified to not exceed the deflection criteria in [Table 2](#).

I. Strength design.

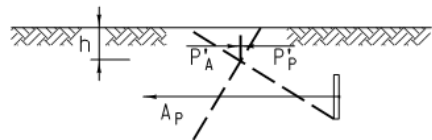
- i. Shall be performed using the Service Load Design method. Allowable Stresses based on AREMA requirements are as follows:
 - Structural Steel Allowable Stress: See [AREMA, Vol. 2, Ch. 15, Section 1.4, Table 15-1-11](#) For common shoring components, generally 0.55 of the yield strength of the steel.
 - Sheet Pile Sections: 2/3 of yield strength for steel. ([AREMA, Vol. 2, Ch. 8, Article 20.5.7](#))
 - Concrete: 1/3 of Compressive strength. ([AREMA, Vol. 2, Ch. 8, Article 20.5.7](#))
 - Anchor Rods: 1/2 of yield strength for steel. ([AREMA, Vol. 2, Ch. 8, Article 20.5.7](#))
- ii. AISC allowances for increasing allowable stress due to temporary loading conditions are not acceptable.
- iii. Structures and structural members shall be designed to have design strengths at all sections at least equal to the required strengths calculated for the loads and forces in such combinations as stipulated in [AREMA, Vol. 2, Ch. 8, Article 2.2.4b](#), which represents various combinations of loads and forces to which a structure may be subjected. Each part of the structure shall be proportioned for the group loads that are applicable, and the maximum design required shall be used.
- iv. In braced excavations, the connections between struts and wales shall be designed to resist both axial demands as well as the vertical demands from the self-weight of the members and any incidental vertical loads applied during construction.
- v. Stiffeners shall be provided at points of bearing concentrated load. (See [AREMA Vol. 2, Ch.15, Article 1.7.7](#)).
- m. Gravity type temporary shoring systems must also be analyzed for settlement, overturning, sliding, bearing capacity per [AREMA, Vol. 2, Ch. 8, Part 5](#), and global stability per the requirements in [Section 3.8j.ii](#).
- n. Anchor blocks and deadman for tiebacks shall be designed for a safety factor of 2.0, where safety factor is derived as the ratio of the net passive resistance (passive earth pressure minus active earth pressure) on the anchor block to the load on tie rod. To utilize the full allowable anchor capacity, the minimum length of the tie rod shall be as shown in [Figure 4](#). If site constraints prevent the minimum length of tie rods from being implemented, the anchor capacity shall be reduced as Indicated in [Figure 4](#). For deriving anchor block capacity where minimum tie rod length is achieved, NAVFAC DM7.02 or CalTrans 2011 may be referenced.
- i. For sheet and soldier pile deadman, p-y methods may be used. The sum of the estimated deflection of the deadman pile and shoring shall be less than that indicated in [Section 3.8k](#).



For Cohesionless soils, anchor resistance in each zone is as follows:

A - No Anchor resistance available

B - Anchor block resistance is reduced by $P'_p - P'_A$



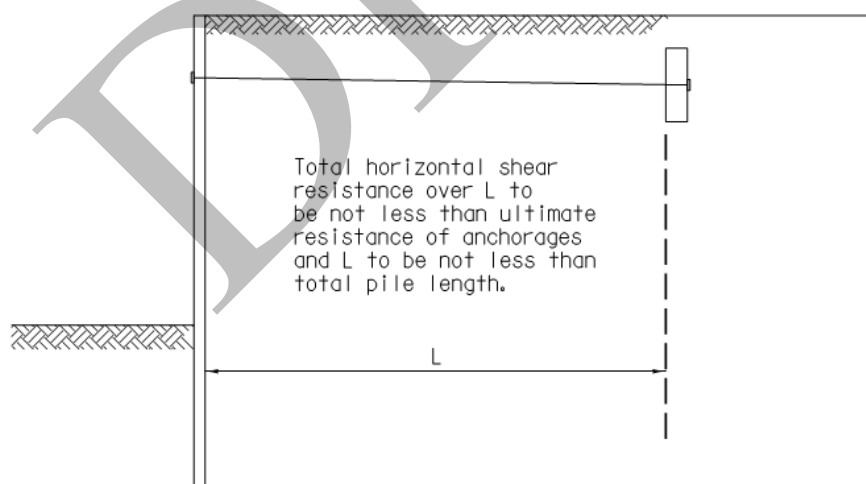
$$P'_p = \frac{1}{2} h^2 \gamma \tan^2 \left(45^\circ + \frac{\phi}{2} \right)$$

$$P'_A = \frac{1}{2} h^2 \gamma \tan^2 \left(45^\circ - \frac{\phi}{2} \right)$$

C - Anchor block achieves full resistance but pressure is increased on the wall by ΔP_p .
(See ΔP_p force diagram in Theoretical Soil Mechanics, pgs. 232-233 or NAVFAC DM7.02, Figure 20)

B + C - Anchor block resistance is reduced by $P'_p - P'_A$ and pressure is increased on the wall by ΔP_p .

D - Anchor block achieves full resistance without adding additional load to the wall



Cohesive Soil or Stratum of Cohesive Extending Below Anchor to Wall (Dismuke, 1991)

FIGURE 4

3.9 DESIGN PLAN REQUIREMENTS

- a. Shoring design plans shall be in English units. If Metric units are used, all controlling dimensions, elevations, design criteria assumptions, and material stresses shall be expressed in dual units, with English units to be in parentheses. The shoring plans must completely identify the site constraints and the shoring system, and must be signed and stamped by a Licensed Professional Engineer, registered in the state where the work will be performed. Use the design templates provided in the appendix as an example to show the required information, specifications and drawings. The specific requirements of the plan submittals are as follows:

i. **General plan view should show:**

- Railroad Right-of-Way and North arrow.
- Position of all railroad tracks and identify each track as mainline, siding, spur, etc.
- Spacing between all existing tracks.
- Location of all access roadways, drainage ditches and direction of flow.
- Contours of existing grade elevations.
- Footprint of proposed structure, proposed shoring system and any existing structures if applicable.
- Proposed horizontal construction clearances. The minimum allowable is 15 feet measured at a right angle from centerline of track. In curved track the temporary horizontal construction clearances shall increase either 6 inches total or 1.5 inches for every degree of curve, whichever is greater, per [Section 4.4.1.2 of the BNSF-UPRR Guidelines for Railroad Grade Separation Projects](#).
- Location of existing and proposed utilities.
- Location of soil borings used for design.
- Specifications for all elements of the proposed shoring.
- Detailed view of shoring along with controlling elevations and dimensions.

ii. **Typical sections and elevations perpendicular to adjacent track alignment should show:**

- Top of rail and/or top of tie elevations for all tracks.
- Offset from the outside face of shoring system to the centerline of all tracks at all changes in horizontal alignment.
- All structural components, controlling elevations and dimensions of shoring system.
- All drainage ditches and controlling dimensions.
- All slopes, existing structures and other facilities which may surcharge the shoring system.
- Location of all existing and proposed utilities.
- Total depth of shoring system.

- For shoring with tiebacks/bracing, elevations for each temporary stage of shoring construction.
- The assumed groundwater elevation.
- The extent of the Zone A envelope as it overlies the proposed shoring.

iii. **General notes**

- Design loads to be based on the AREMA manual and Cooper E80 loading.
- Pressure due to embankment surcharges.
- ASTM designation and yield strength for each material.
- Maximum allowable bending stress for structural steel is $0.55F_y$.
- Temporary overstress allowances are not acceptable.
- All timber members shall be Douglas Fir grade 2 or better.
- In-situ soil classification.
- Backfill soil classification.
- Soil properties used for design.
- Active and passive soil coefficients.
- Fill and backfill compaction criteria.
- Slopes without shoring shall not be steeper than 2 horizontal to 1 vertical.
- Dredge line elevation.
- Shoring deflection to be calculated and meet Railroad requirements.
- Rail, ground and shoring movement monitoring requirements.

iv. **Miscellaneous:**

- Project name, location, GPS coordinates, track owner, railroad line segment, milepost and subdivision in the title block.
- A detailed construction sequence outlining the installation and removal of the temporary shoring system.
- A description of the tieback installation including

- drilling, casing, grouting, stressing information and testing procedures, anchor capacity, type of tendon, anchorage hardware, minimum unbonded lengths, minimum anchor lengths, angle of installation, tieback locations, spacing, and distance below bottom of tie.
- All details for construction of drainage facilities associated with the shoring system shall be clearly indicated.
- Details and descriptions of all shoring system members and connection details.
- Handrail and protective fence details along the excavation.
- Railroad and other “CALL BEFORE YOU DIG” numbers and web sites
- Construction clearance diagram.

4. DEFINITIONS

Access Road:

A road used and controlled by the Railroad for maintenance, inspection and repair.

Applicant:

Any party proposing a temporary retaining structure project on Railroad Right-of-Way or other Railroad operating location, regardless of track being active or out of service. Includes all agents working on behalf of the Applicant.

AREMA:

The current edition of the American Railway Engineering and Maintenance-of-Way Association Manual for Railway Engineering.

AASHTO:

The current edition of the American Association of State Highway and Transportation Officials Standard Specifications for Highway Bridges.

BNSF:

Burlington Northern Santa Fe Railway

C & M Agreement:

A Construction and Maintenance Agreement that has been negotiated between the Railroad and the Applicant that addresses all the duties and responsibilities of each party regarding the construction of the proposed grade separation and the maintenance requirements after construction of the said structure.

Construction Documents:

Design plans and calculations, project and/or standard specifications, geotechnical report and drainage report.

Construction Window:

A timeframe in which construction or maintenance can be performed by the Contractor with the required presence of a Flagman.

Contractor:

The individual, partnership, corporation or joint venture and all principals and representatives (including Applicant's subcontractors) with whom the contract is made by the Applicant for the construction of the Grade Separation Project.

Crossover:

A track connection which allows trains and on-track equipment to cross from one track to another.

Engineer-of-Record:

The licensed Professional Engineer that develops the criteria and concept for the project and is responsible for the preparation of the Plans and Specifications.

Final Plans:

100% plans signed & stamped by the Engineer-of-Record.

Flagman:

A qualified employee of the Railroad providing protection to and from Railroad operations per Railroad requirements.

Guidelines:

Information contained in this document or referenced in AREMA or AASHTO.

Grade Separation Project:

A project that includes an Overhead or Underpass Structure that crosses the Railroad Right-of-Way or other Railroad operating location regardless of track status being active or out of service.

Main Track:

A principle track, designated by Timetable or special instructions, upon which train movements are generally authorized and controlled by the train dispatcher. Main Track must not be occupied without proper authority.

Multiple Main Tracks:

Two or more parallel or adjacent Main Tracks.

Overhead Structure:

A Roadway and/or Trail Structure over the Railroad Right-of-Way.

Railroad Local Representative / Railroad Representative:

The individual designated by the Railroad as the primary point of contact for the project.

Railroad:

Refers to BNSF Railway and/or Union Pacific Railroad.

Railroad Track Maintenance Representative (UPRR=MTM, BNSF=RDM):

Railroad representative responsible for maintenance of the track and supporting subgrade.

Railroad Right-of-Entry Agreement:

An agreement between the Railroad and an Applicant or a Contractor allowing access to Railroad property.

Railroad Right-of-Way:

The limits of property owned, controlled and/or operated upon by the Railroad.

Shoofly:

A temporary track built to bypass an obstruction or construction site.

Siding:

A track connected to the Main Track used for storing or passing trains.

Timetable:

A Railroad publication with instructions on train, engine or equipment movement. It also contains other essential Railroad information.

Trail:

A pathway impacting Railroad Right-of-Way or other Railroad operating locations regardless of track status being active or out of service. This includes pedestrian, bicycle, approved motorized recreational equipment and equestrian uses.

Underpass Structure:

Railroad Structure over a Roadway and/or Trail.

UPRR:

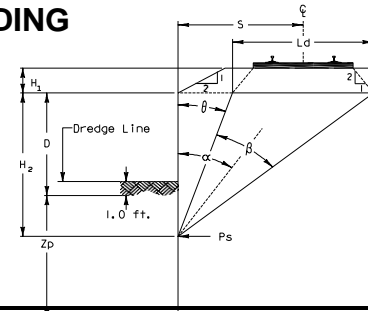
Union Pacific Railroad

5.2 CHART – LIVE LOAD PRESSURE DUE TO E80 LOADING

This chart identifies the active pressure and resulting forces due to E80 liveload.

1. Select distance S from track centerline to face of shoring.
2. Select depth H_2 below base of tie.
3. Read P_s , M, R and \bar{Z} from the table.
4. Use the procedure outlined in the sample problem to determine values at non-tabulated points.

$$P_s = \frac{2q}{\pi} [\beta - \sin \beta \cos(2\alpha)] \quad \text{where } q = 1778 \text{ psf}$$



Boussinesq surcharge pressure E80 live load for $H_1=0$

Depth below top of shoring H_2 (ft)	Variables	Horizontal distance (S) from shoring to track CL measured at a right angle of Pile									
		12	14	16	18	20	22	24	26	28	30
2	P_s (psf)	305	220	166	130	105	86	72	61	53	46
	α (radians)	1.38	1.41	1.44	1.45	1.47	1.48	1.48	1.49	1.50	1.50
	β (radians)	0.14	0.10	0.07	0.06	0.05	0.04	0.03	0.03	0.02	0.02
	z (ft)	1.32	1.33	1.33	1.33	1.33	1.33	1.33	1.33	1.33	1.33
	M (ft-lbs/ft)	215	152	114	89	71	58	49	41	36	31
	R (lbs/ft)	317	226	170	132	106	87	73	62	53	46
4	P_s (psf)	496	381	299	240	197	164	138	118	102	89
	α (radians)	1.21	1.27	1.31	1.34	1.36	1.38	1.40	1.41	1.43	1.44
	β (radians)	0.25	0.19	0.14	0.11	0.09	0.07	0.06	0.05	0.05	0.04
	z (ft)	2.59	2.61	2.63	2.64	2.64	2.65	2.65	2.65	2.65	2.66
	M (ft-lbs/ft)	1,609	1,165	882	692	557	459	384	327	281	244
	R (lbs/ft)	1,141	840	643	508	411	339	285	242	209	182
6	P_s (psf)	558	461	381	317	266	225	193	167	146	128
	α (radians)	1.06	1.13	1.19	1.23	1.27	1.29	1.32	1.34	1.35	1.37
	β (radians)	0.33	0.25	0.20	0.16	0.13	0.11	0.09	0.08	0.07	0.06
	z (ft)	3.77	3.83	3.88	3.90	3.92	3.94	3.95	3.96	3.96	3.97
	M (ft-lbs/ft)	4,944	3,674	2,830	2,244	1,822	1,508	1,269	1,082	933	813
	R (lbs/ft)	2,214	1,696	1,332	1,070	877	731	618	529	458	400
8	P_s (psf)	535	476	414	358	309	268	234	205	181	160
	α (radians)	0.94	1.02	1.08	1.13	1.17	1.21	1.24	1.26	1.29	1.30
	β (radians)	0.37	0.29	0.24	0.19	0.16	0.14	0.12	0.10	0.09	0.08
	z (ft)	4.84	4.97	5.06	5.11	5.16	5.19	5.21	5.23	5.24	5.26
	M (ft-lbs/ft)	10,481	8,006	6,286	5,051	4,141	3,452	2,920	2,501	2,165	1,892
	R (lbs/ft)	3,316	2,641	2,134	1,751	1,456	1,228	1,047	903	786	689
10	P_s (psf)	474	449	411	370	329	293	260	232	207	186
	α (radians)	0.83	0.92	0.99	1.04	1.09	1.13	1.17	1.19	1.22	1.24
	β (radians)	0.38	0.32	0.26	0.22	0.19	0.16	0.14	0.12	0.10	0.09
	z (ft)	5.81	6.02	6.16	6.26	6.34	6.39	6.44	6.47	6.50	6.52
	M (ft-lbs/ft)	18,145	14,227	11,385	9,280	7,689	6,463	5,502	4,736	4,117	3,610
	R (lbs/ft)	4,328	3,571	2,964	2,482	2,099	1,792	1,544	1,341	1,175	1,037
12	P_s (psf)	404	403	386	360	331	302	274	248	225	204
	α (radians)	0.75	0.83	0.90	0.96	1.01	1.06	1.10	1.13	1.16	1.18
	β (radians)	0.38	0.33	0.28	0.24	0.20	0.18	0.15	0.13	0.12	0.11
	z (ft)	6.68	6.97	7.18	7.34	7.46	7.55	7.61	7.67	7.71	7.75
	M (ft-lbs/ft)	27,703	22,237	18,121	14,980	12,550	10,641	9,121	7,895	6,894	6,068
	R (lbs/ft)	5,207	4,424	3,763	3,214	2,762	2,389	2,080	1,823	1,608	1,427
14	P_s (psf)	338	351	349	337	319	298	276	255	234	215
	α (radians)	0.68	0.76	0.83	0.89	0.94	0.99	1.03	1.07	1.10	1.13
	β (radians)	0.38	0.33	0.28	0.25	0.22	0.19	0.17	0.15	0.13	0.12
	z (ft)	7.46	7.85	8.13	8.35	8.51	8.64	8.74	8.82	8.89	8.94
	M (ft-lbs/ft)	38,880	31,856	26,395	22,116	18,729	16,021	13,831	12,043	10,568	9,339
	R (lbs/ft)	5,948	5,178	4,499	3,913	3,414	2,990	2,631	2,327	2,068	1,847
16	P_s (psf)	280	301	310	308	300	286	271	254	237	220
	α (radians)	0.62	0.70	0.77	0.83	0.88	0.93	0.97	1.01	1.04	1.07
	β (radians)	0.36	0.32	0.28	0.25	0.22	0.20	0.18	0.16	0.14	0.13
	z (ft)	8.17	8.64	9.01	9.29	9.51	9.68	9.82	9.93	10.03	10.10
	M (ft-lbs/ft)	51,411	42,880	36,066	30,598	26,183	22,590	19,644	17,207	15,175	13,468
	R (lbs/ft)	6,563	5,829	5,158	4,560	4,034	3,576	3,179	2,837	2,540	2,284

Continued

Depth below top of shoring H ₂ (ft)	Variables	Horizontal distance (S) from shoring to track CL measured at a right angle									
		12	14	16	18	20	22	24	26	28	30
18	Ps (psf)	231	256	271	277	276	269	259	247	234	220
	α (radians)	0.57	0.64	0.71	0.77	0.82	0.87	0.92	0.96	0.99	1.02
	β (radians)	0.35	0.31	0.28	0.25	0.23	0.20	0.18	0.16	0.15	0.13
	z (ft)	8.80	9.37	9.81	10.16	10.44	10.67	10.85	11.00	11.12	11.22
	M (ft-lbs/ft)	65,062	55,110	46,976	40,313	34,834	30,304	26,536	23,384	20,728	18,477
	R (lbs/ft)	7,072	6,386	5,739	5,145	4,609	4,132	3,710	3,338	3,012	2,725
20	Ps (psf)	191	217	236	246	250	249	244	237	227	217
	α (radians)	0.52	0.59	0.66	0.72	0.77	0.82	0.87	0.91	0.94	0.98
	β (radians)	0.33	0.30	0.28	0.25	0.23	0.21	0.19	0.17	0.15	0.14
	z (ft)	9.37	10.03	10.56	10.98	11.32	11.59	11.82	12.01	12.16	12.30
	M (ft-lbs/ft)	79,641	68,368	58,973	51,137	44,586	39,093	34,465	30,548	27,216	24,367
	R (lbs/ft)	7,493	6,859	6,245	5,668	5,135	4,651	4,214	3,822	3,474	3,163
22	Ps (psf)	159	184	204	217	225	228	227	223	217	210
	α (radians)	0.49	0.55	0.62	0.67	0.73	0.77	0.82	0.86	0.90	0.93
	β (radians)	0.31	0.29	0.27	0.25	0.23	0.21	0.19	0.17	0.16	0.14
	z (ft)	9.89	10.64	11.24	11.73	12.14	12.47	12.74	12.97	13.17	13.33
	M (ft-lbs/ft)	94,986	82,497	71,913	62,945	55,341	48,878	43,370	38,658	34,611	31,122
	R (lbs/ft)	7,842	7,260	6,684	6,131	5,611	5,128	4,685	4,283	3,918	3,590
24	Ps (psf)	133	157	176	191	202	207	210	209	206	201
	α (radians)	0.45	0.52	0.58	0.63	0.68	0.73	0.78	0.82	0.85	0.89
	β (radians)	0.30	0.28	0.26	0.24	0.22	0.20	0.19	0.17	0.16	0.15
	z (ft)	10.35	11.19	11.87	12.44	12.90	13.29	13.62	13.89	14.13	14.32
	M (ft-lbs/ft)	110,969	97,366	85,670	75,625	66,997	59,577	53,183	47,661	42,875	38,716
	R (lbs/ft)	8,132	7,600	7,064	6,540	6,037	5,564	5,122	4,715	4,342	4,001
26	Ps (psf)	112	134	153	168	180	188	192	194	193	191
	α (radians)	0.42	0.48	0.54	0.60	0.65	0.69	0.74	0.78	0.82	0.85
	β (radians)	0.28	0.27	0.25	0.23	0.22	0.20	0.19	0.17	0.16	0.15
	z (ft)	10.78	11.69	12.45	13.09	13.62	14.07	14.44	14.77	15.04	15.28
	M (ft-lbs/ft)	127,485	112,863	100,135	89,071	79,460	71,105	63,836	57,499	51,963	47,113
	R (lbs/ft)	8,376	7,890	7,393	6,899	6,418	5,959	5,524	5,118	4,741	4,393
28	Ps (psf)	94	114	132	148	160	169	175	179	180	180
	α (radians)	0.40	0.46	0.51	0.56	0.61	0.66	0.70	0.74	0.78	0.81
	β (radians)	0.27	0.26	0.24	0.23	0.21	0.20	0.19	0.17	0.16	0.15
	z (ft)	11.17	12.16	12.99	13.70	14.29	14.80	15.23	15.60	15.91	16.19
	M (ft-lbs/ft)	144,448	128,896	115,211	103,191	92,642	83,385	75,258	68,113	61,823	56,274
	R (lbs/ft)	8,581	8,137	7,677	7,214	6,758	6,315	5,892	5,491	5,115	4,764
30	Ps (psf)	80	98	115	130	142	152	160	165	167	168
	α (radians)	0.37	0.43	0.48	0.53	0.58	0.63	0.67	0.71	0.74	0.78
	β (radians)	0.26	0.25	0.23	0.22	0.21	0.20	0.18	0.17	0.16	0.15
	z (ft)	11.52	12.59	13.49	14.26	14.92	15.48	15.97	16.38	16.75	17.06
	M (ft-lbs/ft)	161,789	145,388	130,819	117,903	106,466	96,343	87,381	79,443	72,404	66,153
	R (lbs/ft)	8,755	8,349	7,925	7,492	7,060	6,636	6,227	5,834	5,462	5,112
32	Ps (psf)	69	85	101	115	127	137	145	151	155	157
	α (radians)	0.35	0.41	0.46	0.51	0.55	0.60	0.64	0.68	0.71	0.75
	β (radians)	0.25	0.24	0.22	0.21	0.20	0.19	0.18	0.17	0.16	0.15
	z (ft)	11.85	12.98	13.95	14.79	15.51	16.13	16.67	17.13	17.54	17.89
	M (ft-lbs/ft)	179,452	162,274	146,888	133,136	120,859	109,909	100,144	91,432	83,655	76,706
	R (lbs/ft)	8,904	8,532	8,140	7,736	7,329	6,925	6,531	6,150	5,785	5,438

5.3 TABLES FOR SOIL SPECIFICATIONS

Table 8-20-1. Granular Soils

Descriptive Term for Relative Density	Standard Penetration Test Blows per Foot "N"
Very Loose	0 – 4
Loose	4 – 10
Medium	10 – 30
Dense	30 – 50
Very Dense	Over 50

Table 8-20-2. Silt and Clay Soils

Descriptive Term for Consistency	Unconfined Compressive Strength Tons per Square Foot
Very Soft	Less than 0.25
Soft	0.25 – 0.50
Medium	0.50 – 1.00
Stiff	1.00 – 2.00
Very Stiff	2.00 – 4.00
Hard	Over 4.00

Table 8-20-3. Unit Weights of Soils, and Coefficients of Earth Pressure

Type of Soil	Unit Weight of Moist Soil, γ (Note 1)		Unit Weight of Submerged Soil, γ' (Note 1)		Coefficient of Active Earth Pressure, K_a				Coefficient of Passive Earth Pressure, K_p		
	Minimum	Maximum	Minimum	Maximum	For Backfill	For Soils in Place	Friction Angles (Note 2)		For Soils in Place	Friction Angles (Note 2)	
							ϕ	δ		ϕ	δ
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)
Clean Sand:											
Dense	110	140	65	78		0.20	38	20	9.0	38	25
Medium	110	130	60	68		0.25	34	17	7.0	34	23
Loose	90	125	56	63	0.35	0.30	30	15	5.0	30	20
Silty Sand:											
Dense	110	150	70	88		0.25			7.0		
Medium	95	130	60	68		0.30			5.0		
Loose	80	125	50	63	0.50	0.35			3.0		
Silt and Clay (Note 3)	$\frac{165(1 + w)}{1 + 2.65w}$		$\frac{103}{1 + 2.65w}$		1.00	$1 - \frac{q_u}{\bar{p} + \gamma z}$			$1 + \frac{q_u}{\bar{p} + \gamma z}$		
Note 1: In pounds per cubic foot.											
Note 2: These angles, expressed in degrees, are ϕ , the angle of internal friction, and δ , the angle of wall friction, and are used in estimating the coefficients under which they are listed.											
Note 3: The symbol γ represents γ or γ' , whichever is applicable; \bar{p} is the effective unit pressure on the top surface of the stratum; q_u is the unconfined compressive strength; w is the natural water content, in percentage of dry weight; and z is the depth below the top surface of the stratum.											

6. REFERENCES

- a. The following list of references used in these guidelines are placed here in alphabetical order for your convenience.
- i. AREMA Manual for Railway Engineering, 2019, American Railway Engineering and Maintenance-of-Way Association.
 - ii. Clough and Duncan, 1991, "Earth Pressures," Foundation Engineering Handbook, 2nd Edition, Fang, Chapter 6.
 - iii. CalTrans Trenching and Shoring Manual, 2011, Revision 1, State of California Department of Transportation, Office of Structures Construction.
 - iv. Dismuke, T.D., 1991, "Retaining Structures and Excavations," Foundation Engineering Handbook, 2nd Edition, Fang, Chapter 12.
 - v. FHWA-IF-99-015, Geotechnical Engineering Circular 4, Ground Anchors and Anchored Systems, June 1999, Federal Highway Administration, Office of Bridge Technology.
 - vi. Henkel, D. J., 1971, "The Calculation of Earth Pressures in Open Cuts in Soft Clays." The Arup Journal, Vol. 6, No. 4, pp. 14-15.
 - vii. NAVFAC DM7.02, Foundations and Earth Structures, September 1986, Department of the Navy, Naval Facilities Engineering Command.
 - viii. Terzaghi, K., 1943, Theoretical Soil Mechanics, John Wiley & Sons, Inc., New York, NY.

Minute Action

AGENDA ITEM: 19

Date: September 6, 2023

Subject:

US 395 Phase 2 Right-of-Way Incentive Program

Recommendation:

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

A.—Authorize the Director of Project Delivery, or her designee, upon California Department of Transportation (Caltrans) approval, to implement the Right-of-Way (ROW) Acquisition Incentive Payment Program for 20% above Just Compensation, to expedite acquisition of necessary ROW rights for the US 395 Widening Project - Phase 2, consistent with Federal Highway Administration (FHWA) and Caltrans guidelines and applicable SBCTA policies and procedures. **On August 8, 2023, Caltrans provided written approval for SBCTA to utilize the ROW Acquisition Incentive Payment Program for 20% above Just Compensation.**

~~B.— Authorize the Director of Project Delivery, or her designee, to implement the ROW Acquisition Incentive Payment Program for the standard 10% above Just Compensation, in the event that Caltrans does not approve the 20% incentive request to expedite acquisition of necessary ROW rights for the US 395 Project – Phase 2, consistent with FHWA and Caltrans guidelines and applicable SBCTA policies and procedures.~~

Background:

The US 395 Widening Project – Phase 2 (Project) is currently in the final design phase and it is anticipated that 74 partial takes will be required to implement the Project based on the design. Right-of-Way (ROW) appraisal and support services for the acquisition of these property rights were awarded May 3, 2023.

Project – ROW Acquisition Incentive Payment Program

In accordance with Federal and State laws and regulations, statutory offers for purchase of property rights will be made for an amount established as just compensation, which shall be determined through the appraisal process. Pursuant to these laws, San Bernardino County Transportation Authority (SBCTA) is required to offer property owners the full amount of the appraised value. In an effort to expedite agreements with property owners, staff requests approval of the proposed Project ROW Acquisition Incentive Payment Program (Payment Program) to acquire ROW rights necessary for the Project (Attachment A). SBCTA's Payment Program will be consistent with Federal Highway Administration (FHWA) and California Department of Transportation (Caltrans) adopted guidelines and SBCTA policies and procedures, as mentioned in the attached Caltrans memorandum (Attachment B).

Building upon Caltrans and Orange County Transportation Authority prior project successes with an incentive payment program, SBCTA Board of Directors (Board), with Caltrans concurrence/approval, approved and adopted an incentive payment program in 2017 for the Interstate 10 (I-10) Corridor Freight and Express Lanes Project - Contract 1. Staff's request for approval of the proposed Payment Program is consistent with the program approved and adopted for the I-10 Corridor Freight and Express Lanes Project - Contract 1.

Entity: San Bernardino County Transportation Authority

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The Payment Program will provide an incentive to all property owners that execute an agreement within 60 days of the first written offer. The current Caltrans program authorizes a 10% incentive payment above the appraised value, but staff has requested authorization from Caltrans to offer incentive payments up to 20% above the appraised value. The proposed Payment Program incentive will allow payment of a lump sum of 20% above the appraised value, with a minimum incentive payment of \$1,000, and a maximum incentive payment of \$100,000 for each acquisition. The Payment Program is intended to help maintain the Project's delivery schedule, reduce the possibility of impasses in negotiations with property owners, and reduce legal and administrative costs in trying to reach settlements. Recent studies by FHWA on the use of incentive payments on transportation projects demonstrate that incentive payments can be effective in decreasing the time to acquire needed ROW. Considering fluctuating cost trends for real estate and construction labor and materials, as well as legal expense and Project delay cost risks associated with eminent domain, it is in the interest of the public and SBCTA to use any method available to implement transportation projects quickly with as little reliance on eminent domain as possible.

The proposed Payment Program will be a key tool to allow staff to expedite the delivery of ROW. The anticipated cost of this Payment Program is estimated at approximately \$840,000 and is anticipated to be offset by a total savings estimated to exceed \$3,000,000. This net savings includes a combination of support costs required for consultant and staff time involved with settlement discussions, court appearances, depositions, review meetings, legal fees, and additional administrative costs. As a result, staff anticipates that this will not only provide significant benefits for the Project as a whole and help ensure delivery of the ROW on schedule, but also yield a net cost savings estimated at \$3,000,000.

Financial Impact:

This item is consistent with the Fiscal Year 2023/2024 Budget.

Reviewed By:

This item was reviewed and unanimously recommended for approval by the Mountain/Desert Policy Committee on August 18, 2023. SBCTA General Counsel has reviewed this item. **Caltrans provided written approval for SBCTA to utilize the ROW Acquisition Incentive Payment Program for 20% above Just Compensation on August 8, 2023. Recommendation "B" for the 10% incentive was removed.**

Responsible Staff:

Sal Chavez, Project Delivery Manager

Approved
Board of Directors
Date: September 6, 2023

Witnessed By:

Attachment A

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY US 395 WIDENING PHASE 2 ACQUISITION – INCENTIVE PAYMENT PROGRAM

The San Bernardino County Transportation Authority (SBCTA) Acquisition – Incentive Payment Program (Payment Program) encourages the expeditious acquisition of needed real property and is consistent with the intent of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act). The Federal Highway Administration (FHWA), Office of Real Estate Services, has determined that the FHWA may participate in right-of-way acquisition incentive payments made under the FHWA-approved plan or program. Acquisition incentive payments are payments that are over and above the just compensation offer provided by the Uniform Act.

The authority for the FHWA to participate in incentive payments is found in 23 CFR 710.203(b)(2)(ii) which allows federal participation in relocation assistance and payments provided under the law of the State that may exceed the requirements of 49 CFR Part 24. The FHWA has the general authority to participate in the costs of construction that includes costs of right-of-way acquisition (See 23 U.S.C. §101(a)(3)). The use of incentive programs for right-of-way acquisition is analogous to the use of incentive / disincentive provisions for early completion in contracts for construction of federal aid projects (See 23 CFR 635.127(d)).

On June 12, 2014, the California Department of Transportation (Caltrans) adopted an Acquisition – Incentive Payment Program.

Based on the authority granted by the SBCTA Board of Directors and the concurrence of FHWA and Caltrans, SBCTA shall implement the US 395 Widening Phase 2 Payment Program as follows:

Written offers to owners for the purchase of their property shall be based on the fair market value of the property (just compensation). The US 395 Widening Phase 2 Payment Program payment (Payment) amounts will be based on the appraised value. The use of the Payment does not preclude the use of administrative and legal settlements, and each administrative and legal settlement will require independent support.

The procedures on the Payment shall incorporate the same level of safeguard against coercive negotiation practices as do standard SBCTA's Real Estate Policies and Procedures and Caltrans' Right-of-Way Procedures. Per federal regulation, SBCTA is required to allow at least 30 days for property owners to consider an offer prior to initiating the condemnation process (See 49 CFR 24.102(f) and Appendix A). Parcels acquired using acquisition incentive offers will be subject to the same quality control and quality assurance processes that are used for SBCTA's right-of-way activities.

The Payment will be offered for both permanent and temporary acquisitions.

For all offers, the Payment for a permanent or temporary acquisition will be based on a lump sum payment of 20 percent of the appraised value of all parcels under the same ownership with a minimum payment of \$1,000, and a maximum payment of \$100,000.

The Payment amount will be calculated on the final appraised value and will then be rounded separately from the final appraised value based on the rounding rules found in Section 7.02.11 of the Caltrans' Right-of-Way Manual.

The Payment is a standing offer for 60 days. The 60 days starts with the Initiation of Negotiations (ION) as day one. The 60 days includes weekends and holidays. For mailed offers, it starts on the date the offer was received by certified mail.

If the 60th day falls on a weekend or holiday and the SBCTA acquisition agent working with the grantor will not be available to conduct business with the grantor, the agent may end the incentive period on the first working day after the 60-day period is complete. Personal leave of the SBCTA acquisition agent working with the grantor will not be cause to extend the incentive period. An alternate SBCTA acquisition agent should be identified to address the issue.

The Payment offer will end at the execution of the right-of-way contract or at 5:00 p.m. on the 60th day if a right-of-way contract has not been signed by grantor. The 60 days will restart with a new offer based on an approved appraisal revision if one is deemed necessary by SBCTA. An appraisal revision may result in a change in the Payment amount.

The Payment is a standing offer for 60 days regardless of SBCTA initiating eminent domain proceedings. Additionally, this time period will be sufficient to allow the property owner the opportunity to obtain their own appraisal where SBCTA pays the reasonable cost of the appraisal up to \$5,000, as provided by California Code of Civil Procedure section 1263.025.

The following clause will be used in right-of-way contracts pertaining to the Payment Program for the US 395 Widening Phase 2 Project (Project):

“In addition to the Fair Market Value, it is agreed by and between the parties hereto that the amount in clause XX above includes the sum of \$ _____ as an incentive to the grantor for the timely signing of this Right of Way Contract. This incentive payment offer expires sixty (60) days from the Initiation of Negotiations (DATE).”

The US 395 Widening Phase 2 Payment Program will be applied to all parcels in the Project, including public agencies, regardless of type, size, appraisal, amount, or ownership.

US 395 Widening Phase 2 Acquisition – Incentive Payment Program Examples:

Acquisition Type	Incentive Amount	Minimum Payment	Maximum Payment
Partial Take	20% of Appraisal	\$1,000	\$100,000

Example 1 (Minimum Payment)

Appraised Value	\$4,500
Calculated at 20%	\$900
Minimum Payment	\$1,000
Incentive Payment for Acquisition	\$1,000
Total Amount of Incentive Offer	\$5,500

Example 2 (20% Payment)

Appraised Value	\$50,000
Calculated at 20%	\$10,000
Incentive Payment for Acquisition	\$10,000
Total Amount of Incentive Offer	\$60,000

Example 3 (Maximum Payment)

Appraised Value	\$1,000,000
Calculated at 20%	\$ 200,000
Maximum Payment	\$ 100,000
Incentive Payment for Acquisition	\$ 100,000
Total Amount of Incentive Offer	\$1,100,000

Attachment B

State of California
DEPARTMENT OF TRANSPORTATION

California State Transportation Agency


Memorandum

*Serious drought.
Help Save Water!*

To: DISTRICT DIRECTORS
DISTRICT REGION RIGHT OF WAY MANAGERS

Date: June 12, 2014

File: Acquisition

From: BRENT L. GREEN 
Chief
Division of Right of Way and Land Surveys

Subject: **ACQUISITION – INCENTIVE PAYMENT PROGRAM**

The Federal Highway Administration (FHWA), Office of Real Estate Services has determined that the FHWA may participate in right-of-way acquisition incentive payments made under an FHWA approved plan or program. Acquisition incentive payments (Payments) are payments that are over and above the just compensation offer provided by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act). Recent studies on the use of incentive payments on transportation projects demonstrate that they can be effective in decreasing the time needed to acquire and clear needed rights-of-way.

The authority for the FHWA to participate in incentive payments is found in 23 CFR 710.203(b)(2)(ii) which allows Federal participation in relocation assistance and payments provided under the law of the State that may exceed the requirements of 49 CFR Part 24. The FHWA has the general authority to participate in the costs of construction that includes costs of right-of-way acquisition (See 23 U.S.C. §101(a)(3)). The use of incentive payments for right-of-way acquisition is analogous to the use of incentive/disincentive provisions for early completion in contracts for construction of Federal aid projects (See 23 CFR 635.127(d)).

This policy is consistent with the intent of the Uniform Act in that it encourages the expeditious acquisition of real property. Language in the implementing regulation focuses on the assurance that property owners and displaced persons receive at least the level of benefits to which they are entitled.

Considering fluctuating costs and trends for real estate and construction labor and materials, as well as the negative public perception of the court expense and project delay costs associated with the application of eminent domain, it is clearly in the public interest to use any tool available to produce transportation projects quickly with as little reliance on condemnation as possible.

The California Department of Transportation (Caltrans) is authorized to make incentive payments under California Law. Although California statutes do not specifically address incentive payments, they do require that written offers to owners for the purchase of their property be based on the fair market value of the property (just compensation). Caltrans has long

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to enhance California's economy and livability"*

Attachment: Attachment B- FHWA and Caltrans Guidelines for ROW (9924 : US 395 Phase 2 ROW Incentive Program)

DISTRICT DIRECTORS
DISTRICT REGION ROW MANAGERS
June 12, 2014
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applied administrative settlements (justified offers above appraised amounts) during negotiations which have as their foundation the appraised value. Similarly, Payment amounts will be based on the appraised value. In fact, the use of Payments does not preclude the use of administrative settlements and each administrative settlement will require independent support.

The procedures on Payments incorporate the same level of safeguard against coercive negotiation practices as do standard Caltrans Right of Way procedures. Per Federal regulation, Caltrans is required to allow at least thirty (30) days for property owners to consider an offer prior to initiating the condemnation process (See 49 CFR 24.102(f) and Appendix A). Projects and parcels acquired using acquisition incentive offers will be subject to the same quality control and quality assurance processes that are used for all Caltrans Right of Way activities.

The Division of Right of Way and Land Surveys is implementing an acquisition incentive program to encourage property owners to sign Right of Way (ROW) contracts within sixty (60) days of the Initiation of Negotiations (ION) or any offer based on an approved appraisal revision. Payments will be offered for both permanent and temporary acquisitions.

The Payment for a permanent or temporary acquisition will be based on a lump sum payment of 10% of the appraised value of all parcels under the same ownership with a minimum payment of \$1,000 and a maximum payment of \$100,000.

Acquisition Type	Incentive Amount	Minimum Payment	Maximum Payment
Temporary or Permanent	10% of Appraisal	\$1,000	\$100,000

The Payment amount will be calculated on the final appraised value and will then be rounded separately from the final appraised value based on the rounding rules found in Section 7.02.11 of the Right of Way Manual.

Example 1:

Appraised Value	\$	22,400.00
Calculated at 10%	\$	2,240.00
Rounded (R/ W Manual 7.02.11)	\$	2,250.00
Incentive Payment for Acquisition	\$	2,250.00

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DISTRICT DIRECTORS
DISTRICT REGION ROW MANAGERS
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Example 2:

Appraised Value	\$	359,000
Calculated at 10%	\$	35,900
Rounded (R/ W Manual 7.02.11)	\$	35,900
Incentive Payment for Acquisition	\$	35,900

Example 3:

Appraised Value	\$	2,658,000
Calculated at 10%	\$	265,800
Maximum Incentive Payment = \$100,000.00	\$	100,000
Incentive Payment for Acquisition	\$	100,000

The Payment is a standing offer for sixty (60) days. The 60 days starts with the Initiation of Negotiations (ION) as day one (1). The 60 days includes weekends and holidays. For mailed offers it starts on the date the offer was received by certified mail.

If the 60th day falls on a weekend or holiday and the agent working with the grantor will not be available to conduct business with the grantor, the agent may end the incentive period on the first state working day after the 60 day period is complete. Personal leave of the agent working with the grantor will not be cause to extend the incentive period. An alternate agent should be identified to address the issue.

The Payment offer will end at the execution of the right of way contract or at 5:00 pm of the 60th day if a right of way contract has not been signed by the grantor. The 60 days will restart with a new offer based on an approved appraisal revision if one is deemed necessary by Caltrans. An appraisal revision may result in a change in the Payment amount.

The Payment is a standing offer for sixty days regardless of Caltrans initiating eminent domain proceedings. Additionally, this time period will be sufficient to allow the property owner the opportunity to obtain their own appraisal where Caltrans pays the reasonable cost of the appraisal up to \$5,000 as provided by California Code of Civil Procedure section 1263.025.

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DISTRICT DIRECTORS
 DISTRICT REGION ROW MANAGERS
 June 12, 2014
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The following clause will be used in Right of Way contracts when the Payment program is used on a project:

“In addition to the Fair Market Value, it is agreed by and between the parties hereto that the amount in clause ## above includes the sum of \$_____ as an incentive to the grantor for the timely signing of this Right of Way Contract. This incentive payment offer expires sixty (60) days from the Initiation of Negotiations (DATE).”

The Payment program may be used on any project that will benefit a district or region. If the Payment program is used on a project it must be applied to all parcels in the project regardless of type, size, appraisal amount, or ownership including public agencies.

The Payment program has the potential to add significant costs to Right of Way capital expenses. Project estimates (i.e., ROW data sheets and/or related documents) may need to be updated to reflect additional costs of Payments. It is advisable to consult with the District/Regional Right of Way Planning and Management Office and the Project Manager to ensure the project has funds available to participate in the Payment program. In order to track these Payments, attached is a sample Federal Participation Memo with the appropriate coding to be used.

While this is the initial Caltrans Payment program, other similar incentive programs may be developed that have different formulae for determining the amounts and/or situations (i.e. Relocation Assistance Program incentives). Such other incentive programs will be established via separate memoranda.

cc: Suzette M. Musetti, Chief, Office of Appraisals and Local Programs, ROW/LS
 Mark Turner, Chief, Office of Land Surveys, ROW/LS
 Michael J. Rodrigues, Chief, Office of Real Property Services, ROW/LS
 Rene Fletcher, Chief, Office of Project Delivery, ROW/LS
 Ben Martin, Chief, Office of Railroads & Utility, ROW/LS
 Lori Brownell, Chief, Office of Planning & Management, ROW/LS
 Paul Pham, Senior Right of Way Agent, ROW/LS
 Robert W. Dauffenbach, Senior Right of Way Agent, ROW/LS
 Mark Zgombic, Senior Right of Way Agent, ROW/LS
 Melani Millard, FHWA

“Provide a safe, sustainable, integrated and efficient transportation system to enhance California’s economy and livability”

Minute Action

AGENDA ITEM: 20

Date: September 6, 2023

Subject:

Mount Vernon Avenue Viaduct - Amendment No. 3 to Cooperative Agreement No. 16-1001477 with the City of San Bernardino

Recommendation:

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

Authorize the Executive Director, or his designee, upon approval as to form by SBCTA General Counsel, to finalize and execute Amendment No. 3 to Cooperative Agreement No. 16-1001477 with the City of San Bernardino (City) for the Environmental Clearance, Preliminary Design, Right-of-Way, and Design-Build Phases for the Mount Vernon Avenue Viaduct Project (Project), to increase the Project cost by an estimated amount of ~~\$15,066,428~~ ~~\$15,934,894~~, to be funded by the City's equitable share of Measure I Arterial Sub-program funds, City Developer Impact Fees (DIF), and Highway Bridge Program funds, to address Project extension and escalation costs during the Design-Build phase and financing costs, for a total Project cost of ~~\$244,811,419~~ ~~\$245,679,885~~.

Background:

San Bernardino County Transportation Authority (SBCTA) took over management of the Mount Vernon Avenue Viaduct Project (Project) in 2016. This Project demolished the existing bridge over the BNSF Railway mainline and intermodal yard and will replace it with a new bridge meeting current design and safety standards. Cooperative Agreement No. 16-1001477 with the City of San Bernardino (City), which addresses the Environmental Clearance, Preliminary Design and Right-of-Way (ROW) phases, provided for SBCTA to become the lead agency on the project and for project funding through Federal Highway Bridge Program (HBP) funds, Public Share funding through Measure I Arterial Sub-program funds, and the City's local share to be funded through Developer Impact Fees (DIF).

On October 26, 2018, SBCTA executed Amendment No. 1 to add the Design-Build construction phase and to clarify roles and responsibilities for the ROW and design-build phases. Amendment No. 1 also increased the project cost and funding to include the construction phase, increasing the Public and City share costs after project buydowns to approximately \$15.8 million, including a \$29.5 million contribution from BNSF.

On June 30, 2020, SBCTA executed Amendment No. 2 to address Project cost increases due to the lowest responsible, responsive proposer's costs significantly exceeding the engineer's estimate, increasing the Public Share to an amount not-to-exceed \$16.1 million and the City's share to an amount not-to-exceed \$9.7 million.

The Project proceeded as planned with completion of the demolition of the existing bridge in June 2021. Per the approved schedule, the design-build contractor should have been able to mobilize for bridge construction in December 2022; however, the Project has experienced delays since demolition. The aggregate effect of third-party utility delays, ROW issues, and railroad intermodal yard facility relocation issues has delayed the Project by approximately 13 months. The cost associated with these delays is significantly higher than contingency available, creating a funding shortfall. Staff has been working with the City to obtain additional Project

Entity: San Bernardino County Transportation Authority

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funding and options to address this shortfall estimated at **\$13,331,534** ~~\$14,200,000~~ through an increase in the Public and Local Share contributions. Additionally, the Project required short-term financing for delays in reimbursement of HBP funds in the amount of \$1,734,894, which is fully reimbursable by HBP funds.

The Public Share is funded by the City's equitable share of Measure I Valley Arterial Sub-program funds and the City share is funded through DIF funds. Amendment No. 3 revises the funding table in Attachment A to the Cooperative Agreement to reflect the increased Project costs and the increased funding contributions from the various parties. This plan requires advancement of the City's equitable share of Measure I Valley Arterial Sub-program funds, **which the SBCTA Board of Directors approved in May 2020.**

These funding commitments are necessary to fully fund the Project and allow execution of the design-build contract to proceed. Constructing the new bridge to current standards is urgently needed and approval of Amendment No. 3, pending **City approval at the City Council meeting on September 6, 2023** ~~receipt of budget details from the City and subsequent funding table update~~, will allow the Project to move forward.

Financial Impact:

This item is consistent with the Fiscal Year 2023/2024 Budget under Task No. 0860 (Arterial Projects), Sub-Task No. 0827 (Mount Vernon Viaduct).

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 August 10, 2023. SBCTA General Counsel and Risk Manager have reviewed this item and the draft amendment. **The item and the draft amendment have been updated to reflect the final cost increase agreed to with the design-builder and to clarify that no further Board action is required to commit the Public Share of the cost increase.**

Responsible Staff:

Kristi Harris, Director of Project Delivery

Approved
Board of Directors
Date: September 6, 2023

Witnessed By:

General Contract Information

Contract No: 16-1001477 Amendment No.: 3

Contract Class: Receivable Department: Project Delivery

Customer ID: SB CI Customer Name: City of San Bernardino

Description: Mt. Vernon Viaduct Cooperative Agreement for Design, ROW and Design-Build

List Any Accounts Payable Related Contract Nos.: 16-1001511, 16-1001512

Dollar Amount							
Original Contract		\$	905,891.00	Original Contingency		\$	-
Prior Amendments		\$	8,842,088.00	Prior Amendments		\$	-
Prior Contingency Released		\$	-	Prior Contingency Released (-)		\$	-
Current Amendment		\$	4,657,417.00	Current Amendment		\$	-
Total/Revised Contract Value		\$	14,405,396.00	Total Contingency Value		\$	-
	Total Dollar Authority (Contract Value and Contingency)					\$	14,405,396.00

Contract Authorization

Board of Directors Date: 09/06/2023 Board Item # 9879

Contract Management (Internal Purposes Only)

Local Funding Agreement Monthly

Accounts Receivable

Total Contract Funding:	\$	14,405,396.00	Funding Agreement No:	16-1001477	
Beginning POP Date:	07/08/2016	Ending POP Date:	12/31/2025	Final Billing Date:	12/31/2026
Expiration Date:	12/31/2025	Fund Admin:	Yes		
Parent Contract	16-1001477	PM Description	Mt. Vernon Viaduct over BNSF RR Coop with San Bernardino		
Z-Related Contracts	Z-Contract No. 16-1001562				

Fund	Prog	Task	Sub-Task	Revenue	Total Contract Funding:
GL: 6010	40	0860	0827	42421011	14,405,396.00
GL:					-
GL:					-
GL:					-
GL:					-
GL:					-
GL:					-
GL:					-
GL:					-
GL:					-

Fund	Prog	Task	Sub-Task	Revenue	Total Contract Funding:
GL:					-
GL:					-
GL:					-
GL:					-
GL:					-
GL:					-
GL:					-
GL:					-
GL:					-
GL:					-

John Meier

Project Manager (Print Name)

Kristi Harris

Task Manager (Print Name)

Additional Notes:

Attachment: CSS - Revised [Revision 1] (9879 : Mount Vernon Avenue Viaduct - Amendment No. 3 to City of San Bernardino COOP)

AMENDMENT NO. 3 TO COOPERATIVE AGREEMENT NO. 16-1001477

BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND

CITY OF SAN BERNARDINO

FOR

ENVIRONMENTAL CLEARANCE, PRELIMINARY DESIGN, RIGHT-OF-WAY (ROW), AND DESIGN-BUILD PHASES FOR THE MOUNT VERNON AVENUE VIADUCT OVER BNSF RAILWAY INTERMODAL YARD IN THE CITY OF SAN BERNARDINO

THIS Amendment No. 3 ("Amendment") to COOPERATIVE AGREEMENT 16-1001477 ("Agreement") is made and entered into by and between the San Bernardino County Transportation Authority ("SBCTA") and the City of SAN BERNARDINO ("CITY"). SBCTA and CITY may be referred to individually as a "Party" and collectively as "Parties".

WHEREAS, the Parties consider the PROJECT to be a high priority and are willing to participate in funding the PROJECT pursuant to the provisions of Measure I 2010-2040 Expenditure Plan and the SBCTA Nexus Study ("Nexus Study") prepared by the SBCTA and approved by the SBCTA Board of Directors on November 6, 2013, and

WHEREAS, the Parties entered into the Agreement in 2016 to delineate roles, responsibilities, and funding commitments relative to the Environmental Clearance, Design and Right-of-Way (ROW) phases of the PROJECT before delivery of the PROJECT through design-build method was contemplated or authorized, and

WHEREAS, the Parties amended the Agreement on October 26, 2018, to add the design-build phase of work, clarify right of way activities, and revise the funding table in Attachment A, and

WHEREAS, the Parties amended the Agreement on June 30, 2020, to address the lowest responsible design-build proposer costs that exceeded the engineer's estimate and to revise the funding table in Attachment A, and

WHEREAS, the PROJECT delay caused extension costs when concurrent activities became sequential, and

WHEREAS, the PROJECT extension and escalation costs significantly exceed the planned funding specified in Attachment A, and

WHEREAS, the Parties agree to provide additional funding of \$13,331,534 to fully fund the PROJECT and reflect these added funding contributions in a revised funding table as part of an amendment to this Agreement;

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises herein, the Parties agree to amend Agreement as follows:

1. Section I.G shall be deleted and replaced in its entirety with the following:
 - G. To contribute towards the cost of Environmental Clearance, Preliminary Design, ROW, and Design-Build phases of PROJECT and any financing costs associated with the delivery of these phases of PROJECT in an amount not to exceed \$24,839,652 (the Public Share amount) as shown in Attachment A. The actual cost of a specific phase may ultimately vary from the estimates provided in Attachment A, however, under no circumstance is the total combined SBCTA contribution to exceed \$24,839,652 without an amendment to this Agreement.
2. Section II.A, is deleted and replaced in its entirety with the following:
 - A. To reimburse SBCTA for its share of the actual costs incurred estimated at \$14,405,396 towards the Environmental Clearance, Preliminary Design, ROW and Design-Build phases of the PROJECT and any financing costs associated with the delivery of these phases of the PROJECT, which includes \$2,500,000 towards Project Management, as shown in Attachment A. If payment is not made within sixty (60) days of the invoice date, SBCTA will withhold CITY's Measure I Local Street Program pass through funds in the invoice amount. As CITY makes payments toward the current amount due, the withheld pass through funds will be released to CITY. The actual cost of a specific phase may ultimately vary from the estimates provided in Attachment A, however, under no circumstance is the total combined CITY contribution to exceed \$14,405,396 (the Development Share amount) without an amendment to this Agreement.
3. All other conditions of the Agreement and its Amendments remain in full force and effect except as amended above.

(Signature page to follow)

**SIGNATURE PAGE TO
AMENDMENT NO. 3 TO COOPERATIVE AGREEMENT NO. 16-1001477
BETWEEN
SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY
AND
CITY OF SAN BERNARDINO**

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

By: _____
Raymond W. Wolfe
Executive Director

Date: _____

APPROVED AS TO FORM:

By: _____
Julianna K. Tillquist
General Counsel

CITY OF SAN BERNARDINO

By: _____
Charles E. McNeely
Interim City Manager

Date: _____

ATTEST

By: _____
Genoveva Rocha
City Clerk

APPROVED AS TO FORM:

By: _____
Sonia R. Carvalho
City Attorney

Attachment A

PROJECT DESCRIPTION

The CITY of San Bernardino and SBCTA propose to remove and replace the existing Mount Vernon Avenue Viaduct Bridge over the BNSF Railway Intermodal Yard. It is intended that SBCTA serves as the lead for the Environmental Clearance, Preliminary Design, ROW and Design-Build phases of the work.

PROJECT FUNDING TABLE

Public Share: 67.6%

Nexus Development Impact Fee Share (“DIF”, “Development Share” or “Local Share”): 32.4%

PHASE	TOTAL	BEFORE PROJECT BUY DOWN		INCLUDING PROJECT BUY DOWNS				
		SBCTA SHARE (PUBLIC)	CITY SHARE (DIF)	FEDERAL HBP BUY DOWN ¹	FEDERAL HIP BUY DOWN	PROP 1B/ BNSF ²	SBCTA SHARE (PUBLIC) ³	CITY SHARE (DIF) ⁴
ENVIRONMENTAL CLEARANCE AND PRELIMINARY DESIGN	\$21,640,334	\$14,628,866	\$7,011,468	\$10,804,497	\$0	\$0	\$7,325,026	\$3,510,811
RIGHT OF WAY	\$71,021,833	\$48,010,759	\$23,011,074	\$58,785,820	\$0	\$8,486,650	\$2,534,569	\$1,214,794
PROJECT AND CONSTRUCTION MANAGEMENT	\$10,503,629	\$7,100,453	\$3,403,176	\$6,696,002	\$1,123,463	\$1,013,095	\$1,129,642	\$541,426
DESIGN-BUILD CON PHASE	\$137,410,729	\$92,889,653	\$44,521,076	\$71,333,836	\$22,371,931	\$23,452,925	\$13,690,377	\$6,561,660
PROJECT MANAGEMENT	\$2,500,000	\$0	\$2,500,000	\$0	\$0	\$0	\$0	\$2,500,000
FINANCING COSTS	\$1,734,894	\$1,172,788	\$562,106	\$1,498,151	\$0	\$0	\$160,038	\$76,705
TOTAL	\$244,811,419	\$163,802,519	\$81,008,900	\$149,118,307	\$23,495,394	\$32,952,670	\$24,839,652	\$14,405,396

*Numbers may not add exactly due to rounding

Notes

¹ Federal Highway Bridge Program (HBP) funds are capped at \$147,620,156 for Project Costs and \$4,101,614 for Financing Costs.

² State Proposition 1B Bond funds in the amount of \$3,452,670 and BNSF in-kind match in the amount of \$29,500,000 will provide a portion of the required HBP and HIP match funds in the Right of Way and Construction Phases.

³ Public Share is from the CITY share of Measure I Major Street Program – Arterial Subprogram funds.

⁴ Payments totaling \$5,524,614.14 have been received through Fiscal Year 2022/2023 from the CITY Development Share under Agreement 16-1001477.

Minute Action

AGENDA ITEM: 21

Date: September 6, 2023

Subject:

Express Lanes Program Support Services Award Contract No. 23-1002944 to HNTB Corporation

Recommendation:

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

A. Award Contract No. 23-1002944 to HNTB Corporation for SBCTA Express Lanes Program Support Services, in an amount not-to-exceed \$3,000,000, for an initial term through September 30, 2026, with two one-year extension options.

B. Approve a contingency for a not-to-exceed amount of \$300,000 for Contract No. 23-1002944; and authorize the Executive Director, or his designee, to release contingency as necessary for SBCTA Express Lanes Program Support Services.

Background:

In March 2019, San Bernardino County Transportation Authority (SBCTA) initiated the design-build of the Interstate 10 (I-10) Corridor Freight and Express Lanes Project - Contract 1 (Project). The Project and Construction Management (PCM) consultant team for the Project includes toll experts that support tolling development and implementation for the Project. Once the Project transitions from implementation to operations in 2023, the support of the PCM curtails, leaving staff without consultant support for Express Lanes operations. Meanwhile, SBCTA initiated design of the Interstate 15 (I-15) Corridor Freight and Express Lanes Project (Contract 1) in December 2020. As SBCTA expands its Express Lanes system, there is a need for consistent, comprehensive, and long-term consultant support services for the overall Express Lanes Program. Additionally, the Express Lanes Program consultant support services will provide staff with access to a wide variety of express lanes subject matter experts who will advise staff with the needs identified in the scope of work (SOW). Staff assessed needs and determined that the best approach is to issue a Request for Proposals (RFP) for an Express Lanes consultant support services contract. Staff developed a SOW, which includes task categories based on a review of SBCTA Express Lanes Program needs. The contract term is for three years with two one-year optional extensions, this will ensure the Express Lanes Program support services will remain consistent through the Contract 1 opening date.

RFP No. 23-1002944 was released on March 4, 2023, and sent electronically to approximately 40 consultants registered on PlanetBids, seeking a firm knowledgeable and experienced in providing express lanes support services. The RFP was downloaded by approximately 40 firms. The solicitation was issued in accordance with current SBCTA policies and procedures for Consultant Services.

Two proposals were received by the date and time specified in the RFP. A responsiveness review was conducted by the Procurement Analyst and found both proposals to be responsive. The following is a summary of the events that transpired in the evaluation and selection process.

Entity: San Bernardino County Transportation Authority

Summary of Evaluation Process:

The proposals were disseminated to all Evaluation Committee members. A copy of the Score Sheets, the Declaration of Impartiality and Confidentiality form were also distributed to the Evaluation Committee members. The Evaluation Committee was comprised of individuals from SBCTA and the Los Angeles County Metropolitan Transportation Authority.

Evaluation Committee Meeting:

Evaluators concluded their individual review of the proposals and convened to review, discuss and score the proposals. The Evaluation Committee members met on June 19, 2023, and discussed each proposal according to the evaluation criteria, including the proposal strengths and weaknesses. At the completion of discussions, the Evaluation Committee members individually scored the proposals based on the following evaluation criteria; Qualifications, Related Experience, and References of the Firm – 30 points, Proposed Staffing and Project Organization – 40 points, Work Plan – 15 points and Price Proposal – 15 points.

Based on the Evaluation Committee proposal scoring, the firms were ranked in the following order of technical merit and both firms were invited to interview:

Firm Name	Ranking
HNTB Corporation	1
WSP	2

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

The following is the ranking of the firms as determined by the combined scores of the proposal evaluation and interviews:

Firm Name	Ranking
HNTB Corporation	1
WSP	2

The Committee considered both firms qualified to perform the work specified in the RFP. The highest ranked firm, HNTB Corporation is being selected due to their knowledge of the SBCTA Express Lanes Program, firm experience, and proposed project staff.

As a result of the scoring, the Evaluation Committee recommends that the contract to perform the scope of work (SOW) as outlined in RFP No. 23-1002944, be awarded to HNTB Corporation, the firm ranked first in technical score and overall score. The firm clearly demonstrated a thorough understanding of the SOW and proposed a strong team. Evaluation forms and reference checks are located in the Contract Audit File.

Board of Directors Agenda Item
September 6, 2023
Page 3

Financial Impact:

This item is consistent with the Fiscal Year 2023/2024 Budget under Task No. 0750 Express Lane Operations and Task No. 0821 I-10 Corridor Contract 2.

Reviewed By:

This item was reviewed and recommended for approval (15-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on August 10, 2023. SBCTA General Counsel, Procurement Manager and Risk Manager have reviewed this item and the draft contract.

Responsible Staff:

Philip Chu, Chief of Toll Operations

Approved
Board of Directors
Date: September 6, 2023

Witnessed By:

San Bernardino County Transportation Authority

CONTRACT NO. 23-1002944**BY AND BETWEEN****SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY****AND****HNTB CORPORATION****FOR****EXPRESS LANES PROGRAM SUPPORT**

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, 2nd Floor, San Bernardino, California 92410-1715, and HNTB Corporation ("CONSULTANT"), whose address is 3633 Inland Empire Blvd., Suite 750, Ontario, California 91764. SBCTA and CONSULTANT are each a "Party" and are collectively the "Parties".

RECITALS:

WHEREAS, SBCTA requires certain work services 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 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" includes, without limitation, the performance, fulfillment and discharge by CONSULTANT of all obligations, duties, tasks, and services imposed upon or assumed by CONSULTANT

hereunder; and the Work performed hereunder shall be completed to the satisfaction of SBCTA, with SBCTA's satisfaction being based on prevailing applicable professional standards.

- 1.2 The Project Manager for this Contract is Philip Chu, Chief of Toll Operations, 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

The Contract term shall commence upon issuance of a written Notice To Proceed (NTP) issued by SBCTA's Procurement Analyst, and shall continue in full force and effect through **September 30, 2026** 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.

SBCTA at its sole discretion may extend the original term of the Contract for two one-year option terms. The maximum term of this Contract, including the Option Term(s), if exercised, will not exceed September 30, 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 application to, CONSULTANT's performance of Work, and for which CONSULTANT shall furnish all personnel, facilities, equipment, materials, supplies, and Services (except as may be explicitly set forth in this Contract as furnished by SBCTA) shall not exceed the amount set forth in section 3.2 below.
- 3.2 The total Contract Not-To-Exceed Amount is Three Million Dollars (\$3,000,000). 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 Proposal for Time and Materials". 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 INTENTIONALLY OMITTED

- 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. INVOICING

- 4.1 Payment to CONSULTANT as provided herein shall be payable in four (4) week billing period payments, forty-five (45) calendar days after receipt of an acceptable invoice by SBCTA of an invoice prepared in accordance with instructions below. Payment shall not be construed to be an acceptance of Work.
- 4.2 CONSULTANT shall prepare invoices in a form satisfactory to and approved by SBCTA, which shall be accompanied by documentation supporting each element of measurement and/or cost. Each invoice will be for a four-week billing period and will be marked with SBCTA'S contract number, description and task order number, if applicable. Invoices shall be submitted within fifteen (15) calendar days for the period covered by the invoice except for the month of June, which will require the invoice to be submitted by July 10th. Invoices shall include request for payment for Work (including additional services authorized by SBCTA) completed by CONSULTANT during each billing period and shall include backup information sufficient to establish the validity of the invoice. Any invoice submitted which fails to comply with the terms of this Contract, including the requirements of form and documentation, may be returned to CONSULTANT. Any costs incurred by CONSULTANT in connection with the resubmission of a proper invoice shall be at CONSULTANT's sole expense. The final invoice shall be marked "FINAL" and will be submitted within 60 calendar days after SBCTA has received and approved all Work and deliverables. Invoices should be e-mailed to SBCTA at the following address:

ap@gosbcta.com

For large files over 30 megabytes, invoices can be submitted using this link:

<https://sanbag-lfweb.sanbag.ca.gov/Forms/Invoice-submission>

- 4.3 CONSULTANT shall include a statement and release with each invoice, satisfactory to SBCTA, that CONSULTANT has fully performed the Work invoiced pursuant to the Contract for the period covered, that all information included with the invoice is true and correct, and that all payments to and claims of CONSULTANT and its subconsultants for Work during the period will be satisfied upon making of such payment. SBCTA shall not be obligated to make payments to CONSULTANT until CONSULTANT furnishes such statement and release.
- 4.4 Intentionally omitted.
- 4.5 No payment will be made prior to approval of any Work, nor for any Work performed prior to the NTP or the issuance of an applicable CTO, nor for any Work under any amendment to the Contract until SBCTA's Awarding Authority takes action.
- 4.6 CONSULTANT agrees to promptly pay each subconsultant for the satisfactory completion of all Work performed under this Contract no later than ten (10) calendar days from the receipt of payment from SBCTA. CONSULTANT also agrees to return any retainage payments to each subconsultant within ten (10) calendar days after the subconsultant's work is satisfactorily completed. Any delay or postponement of payment from the above-referenced time frame may occur only for good cause following written approval by SBCTA. SBCTA reserves the right to request documentation from CONSULTANT showing payment has been made to its subconsultants. SBCTA also reserves the right, at its own sole discretion, to issue joint checks to CONSULTANT and any subconsultant(s), which shall constitute payment to CONSULTANT in compliance with the terms of this Contract. This clause applies to both DBE and non-DBE subconsultants.
- 4.7 Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR, Ch. 1, subch. E, Part 31 are subject to repayment by CONSULTANT to SBCTA.

ARTICLE 5. 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 6. 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 7. 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 8. DOCUMENTATION AND RIGHT TO AUDIT

- 8.1 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, the California State Auditor, or other authorized representatives of SBCTA access to Consultants' 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.
- 8.2 The cost proposal and/or invoices for this Contract are subject to audit by SBCTA and/or any state or federal agency funding this Work at any time. After CONSULTANT receives any audit recommendations, the cost or price 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
- 8.3 Subcontracts in excess of \$25,000 shall contain this provision.

ARTICLE 9. RESPONSIBILITY OF CONSULTANT

- 9.1 CONSULTANT shall be responsible for the professional quality, technical accuracy, and assurance of compliance with all applicable federal, State and local laws and regulations and other Work furnished by CONSULTANT under the Contract. The Contract includes reference to the appropriate standards for Work performance stipulated in the Contract.
- 9.2 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. At any time during performance of the Scope of 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, or potential failure, or any situation that exceeds assumptions and could precipitate a failure of any 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.

ARTICLE 10. 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 report shall be sufficiently detailed for SBCTA to determine if CONSULTANT is performing to expectations and is on schedule; to provide communication of interim findings; and to sufficiently address any difficulties or problems encountered, so remedies can be developed.

ARTICLE 11. TECHNICAL DIRECTION

11.1 Performance of Work under this Contract shall be subject to the technical direction of SBCTA’s Project Manager, identified in Section 1.2, upon issuance of the NTP and/or subsequently by written notice during the Contract. The term “Technical Direction” is defined to include, without limitation:

11.1.1 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 Scope of Work.

11.1.2 Provision of written information to CONSULTANT which assists in the interpretation of reports or technical portions of the Scope of Work described herein.

11.1.3 Review and, where required by the Contract, approval of technical reports and technical information to be delivered by CONSULTANT to SBCTA under the Contract.

11.1.4 SBCTA’s Project Manager may modify this Contract for certain administrative modifications without issuing a written amendment. Administrative modifications are limited to: substitutions of personnel identified in the Contract, including Key Personnel and subconsultants; modifications to classifications, hourly rates and names of personnel in Exhibit B; and modifications of the address of the CONSULTANT. All such modifications will be documented in writing between the Parties.

11.2 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:

11.2.1 Increases or decreases the Scope of Work;

11.2.2 Directs CONSULTANT to perform Work outside the original intent of the Scope of Work;

11.2.3 Constitutes a change as defined in the “CHANGES” Article of the Contract;

11.2.4 In any manner causes an increase or decrease in the Contract price as identified in the “COMPENSATION” Article or the time required for Contract performance;

11.2.5 Changes any of the expressed terms, conditions or specifications of the Contract, unless identified herein;

11.2.6 Interferes with CONSULTANT’s right to perform the terms and conditions of the Contract unless identified herein; or

11.2.7 Approves any demand or claims for additional payment.

11.3 Failure of CONSULTANT and SBCTA’s Project Manager to agree that the Technical Direction is within the scope of the Contract, or a failure to agree upon the Contract action to be taken with respect thereto, shall be subject to the provisions of the “DISPUTES” Article herein.

11.4 All Technical Direction shall be issued in writing by SBCTA’s Project Manager.

11.5 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 their 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 sections 11.2.1 through 11.2.7 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 CONSULTANT, SBCTA shall:

11.5.1 Advise CONSULTANT in writing within thirty (30) calendar days after receipt of CONSULTANT’s letter that the Technical Direction is or is not within the scope of this Contract.

11.5.2 Advise CONSULTANT within a reasonable time whether SBCTA will or will not issue a written amendment.

ARTICLE 12. CHANGES

12.1 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 an amendment to this Contract.

12.2 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 13. EQUAL EMPLOYMENT OPPORTUNITY

13.1 During the term of this Contract, CONSULTANT shall not willfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, gender, sex, marital status, gender identity, gender expression, sexual orientation, age, or military and veteran status. CONSULTANT agrees to comply with the provisions of Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act, and other applicable Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

13.2 The CONSULTANT and all subconsultants shall comply with all provisions of Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin. In addition, CONSULTANT and all subconsultants will ensure their services are consistent with and comply with obligations and procedures outlined in SBCTA's current Board-adopted Title VI Program, including the Public Participation Plan and the Language Assistance Plan.

ARTICLE 14. 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 15. 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 reallocation of any tasks or hours of Work that are the responsibility of key personnel to other personnel, CONSULTANT shall notify SBCTA in writing in advance and shall submit justifications (including proposed substitutions, resumes and payroll information to support any changes to the labor rates) 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's PM. 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 this Contract. Key Personnel are:

Name	Job Classification/Function
William Allen	Project Manager
Kimanh Doan	Express Lanes Planning and Policy
Richard Van Hyning	Express Lanes Operations Support

Dan Baker	Technology and System Support
Wendy Viellenave	Customer Service and Back Office Operations Support
Monica Castellanos	Roadway Maintenance Support
Kary Witt	Industry Representation
Todd Pendleton	Express Lanes Performance
Theresa Weekes	Financial Support

ARTICLE 16. 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 standards that are generally accepted in the profession in the State of California.

ARTICLE 17. PROPRIETARY RIGHTS/CONFIDENTIALITY

- 17.1 If, as a 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.
- 17.2 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.
- 17.3 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 or an unauthorized disclosure of 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 remain confidential 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.

- 17.4 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.
- 17.5 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 both Parties.
- 17.6 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 18. TERMINATION

- 18.1 Termination for Convenience - SBCTA 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.
- 18.1.1 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.
- 18.1.2 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.
- 18.1.3 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.
- 18.2 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 court 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 deliverables and finished Work by whatever method SBCTA may deem expedient. 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 any term of this Contract.

18.2.1 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.

18.3 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 or any damages because of such termination.

ARTICLE 19. 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 section "Termination" above.

ARTICLE 20. 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 21. INSURANCE

21.1 Prior to commencing the Work, subject to the provisions of Article 21.2 "General Provisions", and at all times during the performance of the Work and for such additional periods as required herein, CONSULTANT and all sub-consultants of every tier performing any Work under this contract shall, at CONSULTANT's and sub-consultant's sole expense, procure and maintain broad form insurance coverage at least as broad as the following minimum requirements specified below:

21.1.1 Professional Liability. The policies must include the following:

- A limit of liability not less than \$2,000,000 per claim
- An annual aggregate limit of not less than \$4,000,000
- 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:

- o 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.

21.1.2 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 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.

21.1.3. Commercial General Liability. The policy must include the following:

- Consultant shall maintain commercial general liability(CGL) insurance (Insurance Services Office (ISO) Form CG 00 01), and if necessary excess/umbrella commercial liability insurance, with a combined limit of liability of not less than \$7,000,000 each occurrence.
- The policy shall, at a minimum, include coverage for any and all of the following: bodily injury, property damage, personal injury, broad form contractual liability (including coverage to the maximum extent possible for the indemnifications in this Contract), premises-operations duty to defend in addition to (without reducing) the limits of the policy(ies).
 - o \$7,000,000 per occurrence limit for property damage or bodily injury
 - o \$1,000,000 per occurrence limit for personal injury and advertising injury
 - o \$7,000,000 per occurrence limits for products/completed operations coverage (ISO Form 20 37 10 01) if SBCTA's Risk Manager determines it is in SBCTA's best interests to require such coverage,
- If a general aggregate applies, it shall apply separately to this project/location. The contract no. and brief explanation of the project/work must be indicated under "Description of Operations/Locations" (ISO Form CG 25 03 or CG 2504).
- Coverage is to be on an "occurrence" form. "Claims made" and "modified occurrence" forms are not acceptable.

- A copy of the declaration page or endorsement page listing all policy endorsements for the CGL policy must be included.

All subconsultants of any tier performing any portion of the Work for CONSULTANT shall also obtain and maintain the CGL insurance coverage with limits not less than:

- Each occurrence limit: \$1,000,000
- General aggregate limit: \$2,000,000
- Personal injury and advertising limit \$1,000,000
- Products-completed operations aggregate limit \$2,000,000

All subconsultants' and sub-subconsultants' deductibles or self-insured retentions must be acceptable to SBCTA's Risk Manager.

21.1.4 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:
 - o 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.
 - o The umbrella or excess policy shall not contain any restrictions or exclusions beyond what is contained in the primary policy.
 - o 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.
 - o 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.

21.1.5 Commercial Auto. The policy must include the following:

- A total limit of liability of not less than \$2,000,000 combined single limits each accident. This total limits of liability may be met by combining the limits of the primary auto policy with an umbrella or excess policy in accordance with subparagraph 4 (Umbrella/Excess CGL) of Section A of this Article.
- Such insurance shall cover liability arising out of any vehicle, including owned, hired, leased, borrowed and non-owned vehicles assigned to or used in performance of the CONSULTANT services.
- Combined Bodily Injury and Property Damage Liability insurance. The commercial automobile liability insurance shall be written on the most recent edition of ISO Form CA 00 01 or equivalent acceptable to SBCTA.

21.1.6 Pollution Liability. Intentionally Omitted

- 21.1.7 Cyber Liability Insurance. Appropriate to the Consultant's profession and work hereunder, with limits not less than \$2,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Consultant in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

The Policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of SBCTA in the care, custody, or control of the CONSULTANT. If not covered under the CONSULTANT's liability policy, such "property" coverage of SBCTA may be endorsed onto the CONSULTANT's Cyber Liability Policy as covered property as follows:

Cyber Liability coverage in an amount sufficient to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of SBCTA that will be in the care, custody, or control of CONSULTANT.

- 21.1.8 Railroad Protective Liability. Intentionally Omitted

21.2. General Provisions

- 21.2.1 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.
- 21.2.2 Additional Insured Coverage. All policies, except those for Workers' Compensation and Professional Liability insurance, shall be endorsed by ISO Form CG 20 10 11 85, or if not available, then ISO Form CG 20 38, to name San Bernardino County Transportation Authority and its officers, directors, members, employees, and agents, as additional insureds ("Additional Insureds"). With respect to general liability arising out of or connected with work or operations performed by or on behalf of the CONSULTANT under this Contract, coverage for such Additional Insureds shall not extend to liability to the extent prohibited by section 11580.04 of the Insurance Code. The additional insured endorsements shall not limit the scope of coverage for SBCTA to vicarious liability, but shall allow coverage for SBCTA to the full extent provided by the policy.
- 21.2.3 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.

- 21.2.4 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 expressed 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.

- 21.2.5 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.

- 21.2.6 Waiver of Subrogation Rights. To the fullest extent permitted by law, CONSULTANT hereby waives all rights of recovery under subrogation for all policies, except for Professional Liability against the Additional Insureds named herein, and any other consultant, subconsultant or subsubconsultant 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.

- 21.2.7 Cancellation. If any insurance company elects to cancel or non-renew coverage for any reason, CONSULTANT will provide SBCTA thirty (30) days prior written notice of such cancellation or nonrenewal. If the policy is cancelled for nonpayment of premium, CONSULTANT will provide SBCTA ten (10) days prior written notice. In any event, CONSULTANT will provide SBCTA with a copy of any notice of termination or notice of any other change to any insurance coverage required herein which CONSULTANT receives within one business day after CONSULTANT receives it by submitting it to SBCTA at 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.
- 21.2.8 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 sitespecific 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 Subcontractor. 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.
- 21.2.9 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.

- 21.2.10 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.
- 21.2.11 Project Specific Insurance. Intentionally Omitted.
- 21.2.12 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.
- 21.2.13 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 Contract Price pursuant to a Contract amendment.
- 21.2.14 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 subconsultant(s) 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.
- 21.2.15 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.

- 21.2.16 Special Risks or Circumstances. SBCTA reserves the right to modify any or all of the above insurance requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

ARTICLE 22. INDEMNITY

- 22.1 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) SBCTA, the SBCTA's Entities and their authorized officers, employees, agents and volunteers (collectively "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 professional to the maximum extent permitted by Civil Code Section 2782.8.

- 22.2 For all other Work and obligations under this Contract, CONSULTANT agrees to indemnify, defend (with legal counsel reasonably approved by SBCTA) and hold harmless SBCTA, SBCTA's Entities and their authorized officers, employees, agents and volunteers ("Indemnitees"), from any and all claims, actions, losses, damages and/or liability (Claims) arising out of this Contract from any cause whatsoever, including acts, errors, or omissions of any person and for any costs or expenses incurred by SBCTA on account of any claim, 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 23. 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 required because of an error or deficiency in the Work provided by CONSULTANT under this Contract.

ARTICLE 24. 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 25. SUBCONTRACTS

- 25.1 CONSULTANT shall not subcontract performance of all or any portion of Work under this Contract, except to those subconsultants listed in 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.

- 25.2 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.
- 25.3 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 sole responsibility for managing all of their subconsultants, including resolution of any disputes between CONSULTANT and its subconsultants.

ARTICLE 26. RECORD INSPECTION AND AUDITING

SBCTA or any of its designees, representatives, or 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 27. 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 pursuant to 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 28. 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 29. 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 30. 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 31. PRECEDENCE

- 31.1 The Contract consists of these Contract Articles, Exhibit A “Scope of Work”, and Exhibit B “Price Proposal for Time and Materials”, SBCTA’s Request for Proposal and CONSULTANT’s proposal, all of which are incorporated into this Contract by this reference.
- 31.2 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.
- 31.3 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 32. 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 not made during regular business hours; or (c) on the fourth business day after 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.

To CONSULTANT	To SBCTA
3633 Inland Empire Blvd., Suite 750	1170 W. 3 rd Street, 2 nd Floor
Ontario, CA 91764	San Bernardino, CA 92410-1715
Attn: William Allen	Attn: Philip Chu
Email: wiallen@hntb.com	Email: pchu@gosbcta.com
Phone: (512) 202-2775	Phone: (909) 884-8276
2 nd Contact: Kevin Haboian	Copy: Procurement Manager
Email: khaboian@hntb.com	Email: procurement@gosbcta.com

ARTICLE 33. DISPUTES

- 33.1 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 notice 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 thereto with SBCTA's Executive Director. If the Executive Director fails to resolve the dispute in a manner acceptable to CONSULTANT, then such dispute may be reviewed by a court of competent jurisdiction.
- 33.2 During resolution of the dispute, CONSULTANT shall proceed with performance of this Contract with due diligence.

ARTICLE 34. 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 35. 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 36. CONFIDENTIALITY

Any SBCTA communications or materials to which CONSULTANT or its subconsultants or agents have access, or materials prepared by CONSULTANT under the terms of this Contract, shall be held in confidence by CONSULTANT, who shall exercise reasonable precautions to prevent the disclosure of confidential information to anyone except as expressly authorized by SBCTA. Any communications with or work product of SBCTA's legal counsel to which CONSULTANT or its subconsultants or agents have access in performing work under this Contract shall be subject to the attorney-client privilege and attorney work product doctrine and shall be confidential. CONSULTANT shall not release any reports, information or promotional material or allow for the use of any photos related to this Contract for any purpose without prior written approval of SBCTA.

ARTICLE 37. 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 Scope of Work 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 38. SAFETY

CONSULTANT shall strictly comply with OSHA regulations and 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 all safety instructions issued by SBCTA or their representatives.

ARTICLE 39. DRUG FREE WORKPLACE

CONSULTANT agrees to comply with the Drug Free Workplace Act of 1990 per Government Code section 8350 et seq.

ARTICLE 40. 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 41. AMENDMENTS

The Contract may only be changed by a written amendment duly executed by the Parties. Work authorized under an amendment shall not commence until the amendment has been duly executed.

ARTICLE 42. PREVAILING WAGES

42.1 The State of California's General Prevailing Wage Rates are not applicable to this Contract.

ARTICLE 43. 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 this 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 44. 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 45. 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 the CONSULTANT shall promptly reimburse SBCTA for all expenses and costs incurred.

ARTICLE 46. ENTIRE DOCUMENT

- 46.1 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.
- 46.2 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.
- 46.3 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 47. COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT

CONSULTANT shall comply with all applicable provisions of the Americans with Disabilities Act in performing Work under this Contract.

ARTICLE 48. 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 below.

HNTB CORPORATION

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

By:

Kevin A. Haboian
Vice President

Date:

By:

Dawn M. Rowe
President, Board of Directors

Date:

APPROVED AS TO FORM

By:

Craig W. Denson
Secretary

Date:

By:

Juanda L. Daniel
Assistant General Counsel

Date:

CONCURRENCE

By:

Shaneka M. Morris
Procurement Manager

Date:

Attachment: 23-1002944 (9871 : Express Lanes Program Support Services Award)

EXHIBIT "A"
"SCOPE OF WORK"

Express Lanes Program Support Scope of Work

Background

The San Bernardino County Transportation Authority (SBCTA) is currently under construction of the I-10 Express Lanes Contract 1 project and in design on the I-15 Corridor Freight and Express Lanes Contract 1 and the I-10 Express Lanes Contract 2 projects along with developing future express lane facilities. The I-10 Express Lanes Contract 1 project is anticipated to begin operations in late 2023. As SBCTA express lanes and related facilities continue to progress through project development phases to operations, toll consultant support is needed to assist SBCTA with strategic planning, toll collection system implementation, express lanes operation, and maintenance and design activities.

Activities performed under this agreement are independent from other planning, design, construction or construction management efforts that may be required for the delivery of SBCTA's Express Lanes Program, and as such, should not pose a conflict of interest in pursuing those components of delivering future projects. The Department of Toll Operations will manage the Express Lanes Program Support contract such that no services would be provided by consultants under this agreement that would be privileged thereby excluding them from pursuing other contracts supporting the agencies' Express Lanes Program. To ensure a conflict of interest would not exist, any member of the Express Lanes Program Support team could not participate in any future project where an actual, potential, apparent financial or competitive advantage would exist. If Proposer is concerned about a potential conflict of interest that may exist with a member of their team/firm, please contact the Project Manager for this solicitation.

Description of Work

SBCTA's Department of Toll Operations is seeking toll consultant support services for upcoming SBCTA express lane facility operations and development of future express lane facilities. Services include supporting the toll program on a wide variety of topics pertaining to the back office, customer service, toll roadside systems, revenue collection and violations, Express Lanes Equity Program, Toll Service Provider key performance indicators, analysis and reporting of traffic and revenue, toll system operations, maintenance and business rules. In addition, SBCTA seeks input on innovative products and systems as they are introduced that could improve efficiency of express lanes facilities.

The activities identified below are characteristic of the categories of work for which SBCTA is seeking qualified Proposers. In addition to the specific activities described below, general responsibilities that may be required also include: task/project schedule development, cost estimate development and review, benefit/cost analyses development and evaluation, toll service provider procurement document development and support, toll service provider and operations services contract administration (California Highway Patrol enforcement, Freeway Service Patrol (FSP), Caltrans maintenance and customer service center), invoice review and approval, contractor/consultant oversight, contract deliverable review and approval, industry best practices research, standard operating procedure/business rule development, and contractor, consultant, and agency coordination.

The estimated value of this contract is \$5 million for an estimated period of five years. Activities below are intended to be performed under the direction of SBCTA's Chief of Toll Operations.

Task I - I-10 Contract 2 Toll Implementation Support

The Consultant shall provide tolling implementation support services for I-10 Express Lanes Contract 2. Services include the oversight and management of the Toll Service Provide (TSP) efforts and contract associated with the TSP amendment for the project as well as coordination with SBCTA partners to ensure delivery, operation and maintenance of the project including but not limited to:

- TSP contract administration, planning and support
- Toll operations and maintenance planning
- Performance metrics and evaluations
- Asset management
- Communications and marketing strategy
- Incident management and disaster recovery
- Standard operating procedures
- Oversight, coordination and owner verification Toll system implementation oversight

Task II - Express Lanes Planning and Policy

The Consultant shall support SBCTA with strategic and operational planning and policy work for future express lanes extensions. Planning and policy work require balancing SBCTA's financial obligations and program goals with regional policy and other related requirements. Tasks include a wide range of planning and policy work including but not limited to:

- Concept of operations updates
- Business rule review and refinement
- Toll Program and facility policy and goal review and refinement
- Legislation research and monitoring
- Organizational readiness planning
- User survey development
- Long-term express lanes system strategic planning
- General express lanes program management and support

Task III – Express Lanes Operations Support

The Consultant shall provide oversight support for the operations of the SBCTA Express Lanes System including the necessary technical expertise and staffing resources to provide oversight of the toll service providers and other operations and maintenance contractors. Tasks include a wide range of oversight support including but not limited to:

- Toll collections system oversight, coordination and monitoring
- Express Lanes operations and maintenance oversight
- Contract management and administration
- Transaction processing and financial reconciliation oversight and support

Task IV - Technology and Systems Support

The Consultant shall support SBCTA with the assessment, planning, implementation and management of technology and systems used in the operation and management of the express lanes and facilities. Tasks include a wide range of technology and system support activities including but not limited to:

- Existing technology and systems monitoring
- Manage system upgrade configuration management processes
- Perform technical evaluations
- Long-term system replacement plan development
- System generated reports/data validation and analysis
- System design review and approval
- Emerging technology evaluation and preparation of white papers on potential application in SBCTA Express Lanes Program
- Implementation and support of technology pilot programs
- Audit system performance assessments
- System maintenance monitoring and evaluation
- System plans, documents, drawings, etc. review
- Perform asset management
- Evaluate transponder or other payment method technology
- System interface review
- Identify and evaluate future opportunities in customer service and back office operations
- Oversight support of tolling contractors

Task V - Customer Service and Back Office Operations Support

The Consultant shall support SBCTA with oversight of the back office operations, customer service, toll transaction and evasion violation processes upon revenue commencement including but not limited to:

- Website content, customer materials, customer correspondence development
- Perform complex reporting of back office and customer service performance
- Collection program evaluation
- Audit contract performance requirements
- Audit contract standard operating procedures
- Audit transactions, revenue and reconciliations
- Audit and review financial processes
- Third party audit support
- Review Service Organization Control, Payment Card Industry, Personally Identifiable Information, and Department of Motor Vehicle compliance
- Perform operational assessments and reporting
- Manage and deliver operational initiatives
- Respond to customer inquiries
- Coordinate with marketing and outreach consultants
- Recommend processing efficiencies

- Perform data management

Task VI - Roadway Maintenance Support

The Consultant shall support SBCTA with a wide range of roadway and construction support activities including but not limited to:

- Express lanes and general purpose lane closure coordination
- Roadway maintenance plan development and maintenance oversight
- Roadway sign replacement or upgrade coordination
- Incident management plan review and update
- Freeway Service Patrol coordination
- California Highway Patrol enforcement coordination
- Coordination with Caltrans on routine and lifecycle maintenance of roadway assets
- Asset management, repair, and replacement plan development and implementation
- Coordination with projects impacting the express lanes
- Standard operating procedure development, update and implementation

Task VII - Industry Representation

The Consultant shall support SBCTA participation with outside agencies and within the transportation tolling industry with activities including but not limited to:

- Presentation material preparation
- Deliver presentations
- Perform research
- Organize and conduct tours
- Coordinate events
- Industry committee participation
- Interface with other agencies
- Identify available industry platforms
- Manage agency initiatives

Task VIII - Express Lanes Performance

The Consultant shall support SBCTA with the performance monitoring of express lanes operations with activities including but not limited to:

- Perform general traffic, origin-destination, High-Occupancy-Vehicle, and other counts
- Traffic simulation and modeling support for express lanes operations
- General purpose and express lanes speed monitoring
- Dynamic pricing algorithm evaluation
- Performance Measurement System (PeMS) data collection and analysis
Video/drone recording and analysis
- Research and implement business analytic tools (i.e. performance dashboards)

Task IX - Financial Support

The Consultant shall support SBCTA with work related to existing facility and future project financings and general financial support as SBCTA separately contracts for detailed toll financial support through the Finance Department. Activities include but are not limited to:

- Estimation of life-cycle costs for toll technology, express lane pavement, and other capital costs
- Analyze surplus toll revenue, assist in the development of surplus toll revenue expenditure plans
- Providing insight and expertise on State/Federal/Local funding sources in accordance with Governmental Accounting Standard Board (GASB) and Federal Highway Administration (FHWA) rules and regulations.

EXHIBIT “B”**“PRICE PROPOSAL FOR TIME AND MATERIALS”**



Attachment B Price Proposal for Time and Materials

Year 1 – 2023/24 – PAGE 1

Key Personnel

Name	Classification/Title	Job Function	Hourly Rate
Will Allen	Program Manager	Project Manager	\$ 330.00
Kimanh Doan	Program Manager	Planning and Policy Task Lead	\$ 310.78
Richard Van Hynning	Program Manager	Express Lanes Operations Task Lead	\$ 304.19
Dan Baker	Deputy Project Mgr - Toll Technology	Technology and Operations Task Lead	\$ 341.36
Wendy Viellenave	Deputy Project Mgr - Toll Technology	Customer Service and Operations Task Lead	\$ 344.44
Monica Castellanos	Deputy Project Mgr - Toll Technology	Roadway Support Task Lead	\$ 323.98
Kary Witt	National Practice Consultant	Industry Representation Task Lead	\$ 418.12
Todd Pendleton	Toll Technology Consultant	Express Lanes Performance Task Lead	\$ 230.28
Theresa Weekes	Deputy Project Mgr - Toll Technology	Financial Support Task Lead	\$ 362.03
	National Practice Consultant		\$ 384.91-453.64
	Toll Technology Deputy Manager		\$ 316.17-398.65
	Toll Technology Senior Consultant		\$ 247.44-329.92
	Toll Technology Consultant		\$ 192.45-261.19
	Toll Technology Senior Analyst		\$ 137.47-206.20

Other Direct Cost Schedule (ODC)

All ODC's are to be proposed at cost-without mark-ups.

Type of ODC	Unit Cost	Estimated Budget Amount
Mileage (IRS Standard Mileage Rate) - per mile	\$ 0.655	\$ 1,000
Travel (airfare/hotel/meals/rental) - per trip (assumes 3 days per trip)	\$ 2,000	\$ 10,000
Printing (B/W) - per sheet	\$ 0.06	\$ 200
Printing (color) - per sheet	\$ 0.29	\$ 500
	\$	\$

HNTB Corporation

Proposer

Signature of Authorized Person

Kevin A Haboian, PE, Senior Vice President

July 13, 2023

Date



Attachment B Price Proposal for Time and Materials

Year 1 – 2023/24 – PAGE 2

Key Personnel

Name	Classification/Title	Job Function	Hourly Rate
	Toll Technology Analyst		\$ 82.48-151.21
	Project Director		\$ 357.41-439.89
	Program Manager		\$ 302.43-412.40
	Deputy Program Manager		\$ 274.93-357.41
	Sr. Project Manager		\$ 274.93-343.67
	Project Manager II		\$ 219.95-288.68
	Project Manager I		\$ 192.45-261.19
	Deputy Project Manager		\$ 164.96-206.20
	Sr. Project Engineer		\$ 192.45-261.19
	Project Engineer		\$ 164.96-206.20
	Engineer III		\$ 137.47-178.71
	Engineer II		\$ 109.97-151.21
	Engineer I		\$ 68.73-123.72
	Engineer		\$ 54.99-82.48

Other Direct Cost Schedule (ODC)

All ODC's are to be proposed at cost-without mark-ups.

Type of ODC	Unit Cost	Estimated Budget Amount
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$

HNTB Corporation

Proposer

Signature of Authorized Person

Kevin A Haboian, PE, Senior Vice President

July 13, 2023

Date

Attachment: 23-1002944 (9871 : Express Lanes Program Support Services Award)



Attachment B Price Proposal for Time and Materials

Year 1 – 2023/24 – PAGE 3

Key Personnel

Name	Classification/Title	Job Function	Hourly Rate
	Principal Planner		\$ 247.44-316.17
	Planner III		\$ 164.96-261.19
	Planner II		\$ 109.97-178.71
	Planner I		\$ 68.73-123.72
	Sr. Project Analyst		\$ 137.47-192.45
	Project Analyst		\$ 82.48-137.47
	Sr. Admin Assistant		\$ 96.23-123.72
	Admin Assistant		\$ 68.73-96.23
	Office Leader		\$ 494.88-604.85
	Group Director		\$ 329.92-412.40
	Department Manager		\$ 274.93-343.67
	Section Manager		\$ 178.71-288.68
			\$
			\$

Other Direct Cost Schedule (ODC)

All ODC's are to be proposed at cost-without mark-ups.

Type of ODC	Unit Cost	Estimated Budget Amount
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$

HNTB Corporation

Proposer

Kevin A Haboian, PE, Senior Vice President

Signature of Authorized Person

July 13, 2023

Date



Attachment B Price Proposal for Time and Materials

Year 2 – 2024/25 – PAGE 1

Key Personnel

Name	Classification/Title	Job Function	Hourly Rate	
Will Allen	Program Manager	Project Manager	\$	344.85
Kimanh Doan	Program Manager	Planning and Policy Task Lead	\$	324.77
Richard Van Hying	Program Manager	Express Lanes Operations Task Lead	\$	317.87
Dan Baker	Deputy Project Mgr - Toll Technology	Technology and Operations Task Lead	\$	356.72
Wendy Viellenave	Deputy Project Mgr - Toll Technology	Customer Service and Operations Task Lead	\$	359.94
Monica Castellanos	Deputy Project Mgr - Toll Technology	Roadway Support Task Lead	\$	338.56
Kary Witt	National Practice Consultant	Industry Representation Task Lead	\$	436.93
Todd Pendleton	Toll Technology Consultant	Express Lanes Performance Task Lead	\$	240.65
Theresa Weekes	Deputy Project Mgr - Toll Technology	Financial Support Task Lead	\$	378.32
	National Practice Consultant		\$	402.33-474.05
	Toll Technology Deputy Manager		\$	330.40-416.59
	Toll Technology Senior Consultant		\$	258.57-344.77
	Toll Technology Consultant		\$	201.11-272.94
	Toll Technology Senior Analyst		\$	143.65-215.48

Other Direct Cost Schedule (ODC)

All ODC's are to be proposed at cost-without mark-ups.

Type of ODC	Unit Cost		Estimated Budget Amount	
Mileage (IRS Standard Mileage Rate)- per mile	\$	0.655	\$	1,000
Travel (airfare/hotel/meals/rental) - per trip (assumes 3 days per trip)	\$	2,000	\$	10,000
Printing (B/W) - per sheet	\$	0.06	\$	200
Printing (color) - per sheet	\$	0.29	\$	500
	\$		\$	

HNTB Corporation

Proposer

Signature of Authorized Person

Kevin A Haboian, PE, Senior Vice President

July 13, 2023

Date



Attachment B Price Proposal for Time and Materials

Year 2 – 2024/25 – PAGE 2

Key Personnel

Name	Classification/Title	Job Function	Hourly Rate	
	Toll Technology Analyst		\$	86.19-158.02
	Project Director		\$	373.50-459.69
	Program Manager		\$	316.03-430.96
	Deputy Program Manager		\$	287.30-373.50
	Sr. Project Manager		\$	287.30-359.13
	Project Manager II		\$	229.84-301.67
	Project Manager I		\$	201.11-272.94
	Deputy Project Manager		\$	172.38-215.48
	Sr. Project Engineer		\$	201.11-272.94
	Project Engineer		\$	172.38-215.48
	Engineer III		\$	143.65-186.75
	Engineer II		\$	114.92-158.02
	Engineer I		\$	71.83-129.29
	Engineer		\$	57.46-86.19

Other Direct Cost Schedule (ODC)

All ODC's are to be proposed at cost-without mark-ups.

Type of ODC	Unit Cost		Estimated Budget Amount	
	\$		\$	
	\$		\$	
	\$		\$	
	\$		\$	
	\$		\$	

HNTB Corporation

Proposer

Signature of Authorized Person

Kevin A Haboian, PE, Senior Vice President

July 13, 2023

Date

Attachment: 23-1002944 (9871 : Express Lanes Program Support Services Award)



Attachment B Price Proposal for Time and Materials

Year 2 – 2024/25 – PAGE 3

Key Personnel

Name	Classification/Title	Job Function	Hourly Rate	
	Principal Planner		\$	258.57-330.40
	Planner III		\$	172.38-272.94
	Planner II		\$	114.92-186.75
	Planner I		\$	71.83-129.29
	Sr. Project Analyst		\$	143.65-201.11
	Project Analyst		\$	86.19-143.65
	Sr. Admin Assistant		\$	100.56-129.29
	Admin Assistant		\$	71.83-100.56
	Office Leader		\$	517.15-632.07
	Group Director		\$	344.77-430.96
	Department Manager		\$	287.30-359.13
	Section Manager		\$	186.75-301.67
			\$	
			\$	

Other Direct Cost Schedule (ODC)

All ODC's are to be proposed at cost-without mark-ups.

Type of ODC	Unit Cost		Estimated Budget Amount	
	\$		\$	
	\$		\$	
	\$		\$	
	\$		\$	
	\$		\$	

HNTB Corporation

Proposer

Signature of Authorized Person

Kevin A Haboian, PE, Senior Vice President

July 13, 2023

Date

Attachment: 23-1002944 (9871 : Express Lanes Program Support Services Award)



Attachment B Price Proposal for Time and Materials

Year 3 – 2025/26 – PAGE 1

Key Personnel

Name	Classification/Title	Job Function	Hourly Rate
Will Allen	Program Manager	Project Manager	\$ 360.37
Kimanh Doan	Program Manager	Planning and Policy Task Lead	\$ 339.38
Richard Van Hying	Program Manager	Express Lanes Operations Task Lead	\$ 332.18
Dan Baker	Deputy Project Mgr - Toll Technology	Technology and Operations Task Lead	\$ 372.77
Wendy Viellenave	Deputy Project Mgr - Toll Technology	Customer Service and Operations Task Lead	\$ 376.13
Monica Castellanos	Deputy Project Mgr - Toll Technology	Roadway Support Task Lead	\$ 353.79
Kary Witt	National Practice Consultant	Industry Representation Task Lead	\$ 456.59
Todd Pendleton	Toll Technology Consultant	Express Lanes Performance Task Lead	\$ 251.48
Theresa Weekes	Deputy Project Mgr - Toll Technology	Financial Support Task Lead	\$ 395.35
	National Practice Consultant		\$ 420.33-495.38
	Toll Technology Deputy Manager		\$ 345.27-435.34
	Toll Technology Senior Consultant		\$ 270.21-360.28
	Toll Technology Consultant		\$ 210.16-285.22
	Toll Technology Senior Analyst		\$ 150.12-225.17

Other Direct Cost Schedule (ODC)

All ODC's are to be proposed at cost-without mark-ups.

Type of ODC	Unit Cost	Estimated Budget Amount
Mileage (IRS Standard Mileage Rate)- per mile	\$ 0.655	\$ 1,000
Travel (airfare/hotel/meals/rental) - per trip (assumes 3 days per trip)	\$ 2,000	\$ 10,000
Printing (B/W) - per sheet	\$ 0.06	\$ 200
Printing (color) - per sheet	\$ 0.29	\$ 500
	\$	\$

HNTB Corporation
Proposer


Signature of Authorized Person

Kevin A Haboian, PE, Senior Vice President

July 13, 2023
Date



Attachment B Price Proposal for Time and Materials

Year 3 – 2025/26 – PAGE 2

Key Personnel

Name	Classification/Title	Job Function	Hourly Rate	
	Toll Technology Analyst		\$	90.07-165.13
	Project Director		\$	390.30-480.37
	Program Manager		\$	330.26-450.35
	Deputy Program Manager		\$	300.23-390.30
	Sr. Project Manager		\$	300.23-375.29
	Project Manager II		\$	240.19-315.24
	Project Manager I		\$	210.16-285.22
	Deputy Project Manager		\$	180.14-225.17
	Sr. Project Engineer		\$	210.16-285.22
	Project Engineer		\$	180.14-225.17
	Engineer III		\$	150.12-195.15
	Engineer II		\$	120.09-165.13
	Engineer I		\$	75.06-135.10
	Engineer		\$	60.05-90.07

Other Direct Cost Schedule (ODC)

All ODC's are to be proposed at cost-without mark-ups.

Type of ODC	Unit Cost		Estimated Budget Amount	
	\$		\$	
	\$		\$	
	\$		\$	
	\$		\$	
	\$		\$	

HNTB Corporation
Proposer

Signature of Authorized Person

Kevin A Haboian, PE, Senior Vice President

July 13, 2023

Date

Attachment: 23-1002944 (9871 : Express Lanes Program Support Services Award)



Attachment B Price Proposal for Time and Materials

Year 3 – 2025/26 – PAGE 3

Key Personnel

Name	Classification/Title	Job Function	Hourly Rate	
	Principal Planner		\$	270.21-345.27
	Planner III		\$	180.14-285.22
	Planner II		\$	120.09-195.15
	Planner I		\$	75.06-135.10
	Sr. Project Analyst		\$	150.12-210.16
	Project Analyst		\$	90.07-150.12
	Sr. Admin Assistant		\$	105.08-135.10
	Admin Assistant		\$	75.06-105.08
	Office Leader		\$	540.42-660.51
	Group Director		\$	360.28-450.35
	Department Manager		\$	300.23-375.29
	Section Manager		\$	195.15-315.24
			\$	
			\$	

Other Direct Cost Schedule (ODC)

All ODC's are to be proposed at cost-without mark-ups.

Type of ODC	Unit Cost		Estimated Budget Amount	
	\$		\$	
	\$		\$	
	\$		\$	
	\$		\$	
	\$		\$	

HNTB Corporation
Proposer

Signature of Authorized Person

Kevin A Haboian, PE, Senior Vice President

July 13, 2023

Date

Attachment: 23-1002944 (9871 : Express Lanes Program Support Services Award)



Attachment B Price Proposal for Time and Materials

Year 4 – 2026/27 (Optional) – PAGE 1

Key Personnel

Name	Classification/Title	Job Function	Hourly Rate
Will Allen	Program Manager	Project Manager	\$ 376.59
Kimanh Doan	Program Manager	Planning and Policy Task Lead	\$ 354.66
Richard Van Hyning	Program Manager	Express Lanes Operations Task Lead	\$ 347.13
Dan Baker	Deputy Project Mgr - Toll Technology	Technology and Operations Task Lead	\$ 389.54
Wendy Viellenave	Deputy Project Mgr - Toll Technology	Customer Service and Operations Task Lead	\$ 393.06
Monica Castellanos	Deputy Project Mgr - Toll Technology	Roadway Support Task Lead	\$ 369.72
Kary Witt	National Practice Consultant	Industry Representation Task Lead	\$ 477.14
Todd Pendleton	Toll Technology Consultant	Express Lanes Performance Task Lead	\$ 262.79
Theresa Weekes	Deputy Project Mgr - Toll Technology	Financial Support Task Lead	\$ 413.14
	National Practice Consultant		\$ 439.24-517.68
	Toll Technology Deputy Manager		\$ 360.81-454.93
	Toll Technology Senior Consultant		\$ 282.37-376.49
	Toll Technology Consultant		\$ 219.62-298.06
	Toll Technology Senior Analyst		\$ 156.87-235.31

Other Direct Cost Schedule (ODC)

All ODC's are to be proposed at cost-without mark-ups.

Type of ODC	Unit Cost	Estimated Budget Amount
Mileage (IRS Standard Mileage Rate)- per mile	\$ 0.655	\$ 1,000
Travel (airfare/hotel/meals/rental) - per trip (assumes 3 days per trip)	\$ 2,000	\$ 10,000
Printing (B/W) - per sheet	\$ 0.06	\$ 200
Printing (color) - per sheet	\$ 0.29	\$ 500
	\$	\$

HNTB Corporation

Proposer

Signature of Authorized Person

Kevin A Haboian, PE, Senior Vice President

July 13, 2023

Date



Attachment B Price Proposal for Time and Materials

Year 4 – 2026/27 (Optional) – PAGE 2

Key Personnel

Name	Classification/Title	Job Function	Hourly Rate	
	Toll Technology Analyst		\$	94.12-172.56
	Project Director		\$	407.87-501.99
	Program Manager		\$	345.12-470.62
	Deputy Program Manager		\$	313.74-407.87
	Sr. Project Manager		\$	313.74-392.18
	Project Manager II		\$	250.99-329.43
	Project Manager I		\$	219.62-298.06
	Deputy Project Manager		\$	188.25-235.31
	Sr. Project Engineer		\$	219.62-298.06
	Project Engineer		\$	188.25-235.31
	Engineer III		\$	156.87-203.93
	Engineer II		\$	125.50-172.56
	Engineer I		\$	78.44-141.18
	Engineer		\$	62.75-94.12

Other Direct Cost Schedule (ODC)

All ODC's are to be proposed at cost-without mark-ups.

Type of ODC	Unit Cost		Estimated Budget Amount	
	\$		\$	
	\$		\$	
	\$		\$	
	\$		\$	
	\$		\$	

HNTB Corporation

Proposer

Kevin A Haboian, PE, Senior Vice President

Signature of Authorized Person

July 13, 2023

Date



Attachment B Price Proposal for Time and Materials

Year 4 – 2026/27 (Optional) – PAGE 3

Key Personnel

Name	Classification/Title	Job Function	Hourly Rate	
	Principal Planner		\$	282.37-360.81
	Planner III		\$	188.25-298.06
	Planner II		\$	125.50-203.93
	Planner I		\$	78.44-141.18
	Sr. Project Analyst		\$	156.87-219.62
	Project Analyst		\$	94.12-156.87
	Sr. Admin Assistant		\$	109.81-141.18
	Admin Assistant		\$	78.44-109.81
	Office Leader		\$	564.74-690.24
	Group Director		\$	376.49-470.62
	Department Manager		\$	313.74-392.18
	Section Manager		\$	203.93-329.43
			\$	
			\$	

Other Direct Cost Schedule (ODC)

All ODC's are to be proposed at cost-without mark-ups.

Type of ODC	Unit Cost		Estimated Budget Amount	
	\$		\$	
	\$		\$	
	\$		\$	
	\$		\$	
	\$		\$	

HNTB Corporation

Proposer

Kevin A Haboian, PE, Senior Vice President

Signature of Authorized Person

July 13, 2023

Date



Attachment B Price Proposal for Time and Materials

Year 5 – 2027/28 (Optional) – PAGE 1

Key Personnel

Name	Classification/Title	Job Function	Hourly Rate
Will Allen	Program Manager	Project Manager	\$ 393.54
Kimanh Doan	Program Manager	Planning and Policy Task Lead	\$ 370.62
Richard Van Hying	Program Manager	Express Lanes Operations Task Lead	\$ 362.75
Dan Baker	Deputy Project Mgr - Toll Technology	Technology and Operations Task Lead	\$ 407.07
Wendy Viellenave	Deputy Project Mgr - Toll Technology	Customer Service and Operations Task Lead	\$ 410.75
Monica Castellanos	Deputy Project Mgr - Toll Technology	Roadway Support Task Lead	\$ 386.35
Kary Witt	National Practice Consultant	Industry Representation Task Lead	\$ 498.61
Todd Pendleton	Toll Technology Consultant	Express Lanes Performance Task Lead	\$ 274.62
Theresa Weekes	Deputy Project Mgr - Toll Technology	Financial Support Task Lead	\$ 431.73
	National Practice Consultant		\$ 459.01-540.97
	Toll Technology Deputy Manager		\$ 377.04-475.40
	Toll Technology Senior Consultant		\$ 295.08-393.43
	Toll Technology Consultant		\$ 229.50-311.47
	Toll Technology Senior Analyst		\$ 163.93-245.90

Other Direct Cost Schedule (ODC)

All ODC's are to be proposed at cost-without mark-ups.

Type of ODC	Unit Cost	Estimated Budget Amount
Mileage (IRS Standard Mileage Rate)- per mile	\$ 0.655	\$ 1,000
Travel (airfare/hotel/meals/rental) - per trip (assumes 3 days per trip)	\$ 2,000	\$ 10,000
Printing (B/W) - per sheet	\$ 0.06	\$ 200
Printing (color) - per sheet	\$ 0.29	\$ 500
	\$	\$

HNTB Corporation
Proposer


Signature of Authorized Person

Kevin A Haboian, PE, Senior Vice President

July 13, 2023
Date



Attachment B Price Proposal for Time and Materials

Year 5 – 2027/28 (Optional) – PAGE 2

Key Personnel

Name	Classification/Title	Job Function	Hourly Rate
	Toll Technology Analyst		\$ 98.36-180.32
	Project Director		\$ 426.22-524.58
	Program Manager		\$ 360.65-491.79
	Deputy Program Manager		\$ 327.86-426.22
	Sr. Project Manager		\$ 327.86-409.83
	Project Manager II		\$ 262.29-344.26
	Project Manager I		\$ 229.50-311.47
	Deputy Project Manager		\$ 196.72-245.90
	Sr. Project Engineer		\$ 229.50-311.47
	Project Engineer		\$ 196.72-245.90
	Engineer III		\$ 163.93-213.11
	Engineer II		\$ 131.14-180.32
	Engineer I		\$ 81.97-147.54
	Engineer		\$ 65.57-98.36

Other Direct Cost Schedule (ODC)

All ODC's are to be proposed at cost-without mark-ups.

Type of ODC	Unit Cost	Estimated Budget Amount
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$

HNTB Corporation
Proposer

Signature of Authorized Person

Kevin A Haboian, PE, Senior Vice President

July 13, 2023
Date

Attachment: 23-1002944 (9871 : Express Lanes Program Support Services Award)



Attachment B Price Proposal for Time and Materials

Year 5 – 2027/28 (Optional) – PAGE 3

Key Personnel

Name	Classification/Title	Job Function	Hourly Rate	
	Principal Planner		\$	295.08-377.04
	Planner III		\$	196.72-311.47
	Planner II		\$	131.14-213.11
	Planner I		\$	81.97-147.54
	Sr. Project Analyst		\$	163.93-229.50
	Project Analyst		\$	98.36-163.93
	Sr. Admin Assistant		\$	114.75-147.54
	Admin Assistant		\$	81.97-114.75
	Office Leader		\$	590.15-721.30
	Group Director		\$	393.43-491.79
	Department Manager		\$	327.86-409.83
	Section Manager		\$	213.11-344.26
			\$	
			\$	

Other Direct Cost Schedule (ODC)

All ODC's are to be proposed at cost-without mark-ups.

Type of ODC	Unit Cost		Estimated Budget Amount	
	\$		\$	
	\$		\$	
	\$		\$	
	\$		\$	
	\$		\$	

HNTB Corporation
Proposer

Signature of Authorized Person

Kevin A Haboian, PE, Senior Vice President

July 13, 2023
Date



Attachment B Price Proposal for Time and Materials

Year 1 – 2023/24 – PAGE 1

Key Personnel

Name	Classification/Title	Job Function	Hourly Rate	
Jason Pack	Principal	Traffic Lead	\$	340
Anna Luo	Principal	Operations/Big Data Lead	\$	265
Jinghua Xu	Senior Associate	Forecasting	\$	260
Diwu Zhou	Associate	Traffic Analyst	\$	225
TBD	Sr. Engineer/Planner	Traffic Assessment	\$	185
TBD	Engineer/Planner	Traffic Assessment	\$	145
TBD	Project Coordinator	Admin Support	\$	145
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	

Other Direct Cost Schedule (ODC)

All ODC's are to be proposed at cost-without mark-ups.

Type of ODC	Unit Cost		Estimated Budget Amount	
Mileage (IRS Rate)	\$		\$	500
	\$		\$	
	\$		\$	
	\$		\$	
	\$		\$	

Fehr & Peers, sub to HNTB Corporation

Proposer


Signature of Authorized Person

June 8, 2023

Date



Attachment B Price Proposal for Time and Materials

Year 2 – 2024/25 – PAGE 1

Key Personnel

Name	Classification/Title	Job Function	Hourly Rate	
Jason Pack	Principal	Traffic Lead	\$	350
Anna Luo	Principal	Operations/Big Data	\$	295
Jinghua Xu	Sr. Associate	Forecasting	\$	275
Diwu Zhou	Associate	Traffic Analyst	\$	250
TBD	Sr. Engineer/Planner	Traffic Assessment	\$	195
TBD	Engineer/Planner	Traffic Assessment	\$	155
TBD	Project Coordinator	Admin Support	\$	150
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	

Other Direct Cost Schedule (ODC)

All ODC's are to be proposed at cost-without mark-ups.

Type of ODC	Unit Cost		Estimated Budget Amount	
Mileage (IRS Rate)	\$		\$	500
	\$		\$	
	\$		\$	
	\$		\$	
	\$		\$	

Fehr & Peers, sub to HNTB Corporation

Proposer


Signature of Authorized Person

June 8, 2023

Date



Attachment B Price Proposal for Time and Materials

Year 3 – 2025/26 – PAGE 1

Key Personnel

Name	Classification/Title	Job Function	Hourly Rate	
Jason Pack	Principal	Traffic Lead	\$	365
Anna Luo	Principal	Operations/Big Data	\$	310
Jinghua Xu	Sr. Associate	Forecasting	\$	295
Diwu Zhou	Associate	Traffic Analyst	\$	265
TBD	Sr. Engineer/Planner	Traffic Assessment	\$	195
TBD	Engineer/Planner	Traffic Assessment	\$	155
TBD	Project Coordinator	Admin Support	\$	150
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	

Other Direct Cost Schedule (ODC)

All ODC's are to be proposed at cost-without mark-ups.

Type of ODC	Unit Cost		Estimated Budget Amount	
Mileage (IRS Rate)	\$		\$	500
	\$		\$	
	\$		\$	
	\$		\$	
	\$		\$	

Fehr & Peers, sub to HNTB Corporation
Proposer


Signature of Authorized Person

June 8, 2023
Date



Attachment B Price Proposal for Time and Materials

Year 4 – 2026/27 (Optional) – PAGE 1

Key Personnel

Name	Classification/Title	Job Function	Hourly Rate	
Jason Pack	Principal	Traffic Lead	\$	375
Anna Luo	Principal	Operations/Big Data	\$	330
Jinghua Xu	Principal	Forecasting	\$	305
Diwu Zhou	Sr. Associate	Traffic Analyst	\$	285
TBD	Sr. Engineer/Planner	Traffic Assessment	\$	195
TBD	Engineer/Planner	Traffic Assessment	\$	160
TBD	Project Coordinator	Admin Support	\$	150
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	

Other Direct Cost Schedule (ODC)

All ODC's are to be proposed at cost-without mark-ups.

Type of ODC	Unit Cost		Estimated Budget Amount	
Mileage (IRS Rate)	\$		\$	500
	\$		\$	
	\$		\$	
	\$		\$	
	\$		\$	

Fehr & Peers, sub to HNTB Corporation

Proposer

Signature of Authorized Person

June 8, 2023

Date

Attachment: 23-1002944 (9871 : Express Lanes Program Support Services Award)



Attachment B Price Proposal for Time and Materials

Year 5 – 2027/28 (Optional) – PAGE 1

Key Personnel

Name	Classification/Title	Job Function	Hourly Rate	
Jason Pack	Principal	Traffic Lead	\$	385
Anna Luo	Principal	Operations/Big Data	\$	340
Jinghua Xu	Principal	Forecasting	\$	320
Diwu Zhou	Sr. Associate	Traffic Analyst	\$	300
TBD	Sr. Engineer/Planner	Traffic Assessment	\$	195
TBD	Engineer/Planner	Traffic Assessment	\$	165
TBD	Project Coordinator	Admin Support	\$	155
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	

Other Direct Cost Schedule (ODC)

All ODC's are to be proposed at cost-without mark-ups.

Type of ODC	Unit Cost		Estimated Budget Amount	
Mileage (IRS Rate)	\$		\$	500
	\$		\$	
	\$		\$	
	\$		\$	
	\$		\$	

Fehr & Peers, sub to HNTB Corporation
Proposer


Signature of Authorized Person

June 8, 2023
Date

Minute Action

AGENDA ITEM: 22

Date: September 6, 2023

Subject:

Express Lanes Toll Services Amendment No. 1 to Cooperative Agreement No. 18-1001854 with Transportation Corridor Agencies

Recommendation:

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

A. Approve Amendment No. 1 to Cooperative Agreement No. 18-1001854 with the Transportation Corridor Agencies for the provision of toll transaction and violation processing, customer service and other toll operations related services for Express Lanes within San Bernardino County; and authorize the Executive Director, or his designee, to execute the amendment upon approval as to form by SBCTA General Counsel. The estimated contract amount for Fiscal Year (FY) 2023/2024 is \$2,100,000.

B. Authorize the Executive Director, or his designee, to adjust the contract amount based on the number of Express Lanes transactions, violations and other toll operations related service needs for FY 2023/2024 as defined in Exhibit A of Cooperative Agreement No. 18-1001854.

Background:

On January 4, 2018, the San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board) approved Cooperative Agreement No. 18-1001854 with the Transportation Corridor Agencies (TCA) for the provision of toll transaction and violation processing, customer service and account management, and other toll operations related services for express lanes within San Bernardino County. Board approval of the agreement also included waiving the five-year contract term limit in Contracting and Procurement Policy No. 11000 as the agreement remains in effect until terminated. Amendment No. 1 amends and restates the original agreement to account for updated and refined TCA processes and protocol, SBCTA express lanes operational procedures and business rules which were not finalized when the original agreement was executed in January 2018.

Staff identified that significant cost savings will be achieved by collaborating with another operating regional toll agency for these services, while reducing risk to delivering and operating SBCTA's initial express lanes project, the Interstate 10 (I-10) Corridor Freight and Express Lanes Project - Contract 1 (Project), and subsequent express lanes projects. The scale of the TCA operations and extensive operating experience resulted in the greatest potential for cost savings and operating risk mitigation for SBCTA. Agencies in California and throughout the United States have used a similar approach to launch tolling projects, as it is a proven method to leverage existing operations to reduce project risks and costs.

Under this Cooperative Agreement, TCA will provide the following services to SBCTA:

- Toll transaction processing for payment, including both transponder-based and video tolling, as well as violation processing
- Customer service and account management
- Financial reconciliation

Entity: San Bernardino County Transportation Authority

- Associated management and administrative support

SBCTA's Toll Service Provider (currently contracted out to TransCore) will provide billable transactions to TCA from the express lanes roadside system. SBCTA will reimburse TCA on a per-transaction basis for both toll transaction and violation processing. The per-transaction cost model (Exhibit A) has been updated to reflect current actual costs and will be jointly reviewed by TCA and SBCTA on an annual basis to incorporate current actual costs and ensure fairness for both agencies. Based on the updated cost model and the projected transactions, the estimated cost for TCA's toll transaction services in Fiscal Year (FY) 2023/2024 is \$2,100,000 for the Project based on six months of toll operational service.

Since the cost of the service is dependent upon the actual number of transactions and violations processed annually by TCA, staff recommends that the Board authorize the Executive Director, or his designee, to adjust the contract amount based on the actual number of express lanes transactions and violations processed for FY 2023/2024, should actual values exceed those numbers forecast by SBCTA's team when the Project financial plan was developed. SBCTA staff will provide the Board an annual update to the service cost based on the annual review of the per-transaction cost model with TCA during subsequent budget development processes. The initial period of performance of this Cooperative Agreement is three years and the agreement would remain in effect until terminated by either SBCTA or TCA under the conditions laid out in the agreement.

On May 3, 2023, the Board approved Cooperative Agreement No. 22-1002721 with the Riverside County Transportation Commission (RCTC) for the development of the Interstate 15 (I-15) Corridor Freight and Express Lanes Project – Contract 1. The Cooperative Agreement with RCTC delineates SBCTA and RCTC roles and responsibilities for project implementation as the SBCTA I-15 express lanes facility will connect with the existing RCTC 15 Express Lanes. Implementation of the project will impact operation of the RCTC facility as a portion of the existing RCTC facility will be transferred to SBCTA to operate and maintain. This arrangement requires consent from the United States Department of Transportation (USDOT) due to RCTC's Transportation Infrastructure Finance and Innovation Act (TIFIA) loan on their existing 15 Express Lanes facility. To ensure that I-15 express lanes revenue collected by TCA is transferred to RCTC as outlined in Cooperative Agreement No. 22-1002721, USDOT required that the SBCTA Cooperative Agreement with TCA include language protecting RCTC's right to the transfer of revenue tied to their existing facility that will be turned over to SBCTA. As a result, language was included to account for the I-15 revenue transfer and RCTC was included as a third-party beneficiary and signatory to Cooperative Agreement No. 18-1001854 specifically limited to the toll revenue transfer provision.

Financial Impact:

This item is consistent with the Fiscal Year 2023/2024 Budget.

Reviewed By:

This item was reviewed and recommended for approval (15-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on August 10, 2023. SBCTA General Counsel, Procurement Manager and Risk Manager have reviewed this item and the draft amendment.

Responsible Staff:

Timothy Byrne, Director of Toll Operations

San Bernardino County Transportation Authority

Approved
Board of Directors
Date: September 6, 2023
Witnessed By:

Contract No:	<u>18-1001854</u>	Amendment No.:	<u>1</u>
Contract Class:	<u>Payable</u>	Department:	<u>Toll Operations</u>
Vendor No.:	<u>03364</u>	Vendor Name:	<u>Transportation Corridor Agencies</u>
Description:	<u>Toll Service Cooperative agreement with TCA</u>		

List Any Related Contract Nos.:

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

Board of Directors	Date:	09/06/2023	Board	Item #	9872
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Board of Directors Date: 09/06/2023 Board Item # 9872

Other Contracts		Sole Source?	Yes	No Budget Adjustment
Local	Services			Monthly

Estimated Start Date:	01/04/2018	Expiration Date:	01/01/2068	Revised Expiration Date:	12/30/2073
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NHS:	N/A	QMP/QAP:	N/A	Prevailing Wage:	N/A
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NHS: N/A QMP/QAP: N/A Prevailing Wage: N/A

Total Contract Funding: Total Contingency:

[illegible]

Philip Chu

Project Manager (Print Name)

Tim Byrne

Task Manager (Print Name)

Additional Notes: contract amount is adjusted annually per agenda item. Payable amount is depended on the number of annual transactions and violations processed by TCA. Contract begins in 1/2018 to capture any development cost prior to opening. Contract is evergreen per 1/4/2018 agenda item (or until terminated by either party) Revised exp date on CSS assumes 50 years from the beginning of revenue service est at 12/30/2023. Amounts authorized for payment by the Board or through Executive Director authority will be managed through an administrative contract.

FIRST AMENDED AND RESTATED
COOPERATIVE AGREEMENT
BETWEEN
SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY (AGREEMENT NO. 18-1001854-01)
AND
TRANSPORTATION CORRIDOR AGENCIES (AGREEMENT NO. K001238)
FOR
TOLL SERVICES

FIRST AMENDED AND RESTATED COOPERATIVE AGREEMENT FOR TOLL SERVICES BETWEEN

TRANSPORTATION CORRIDOR AGENCIES and SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

This COOPERATIVE AGREEMENT ("Agreement") is dated as of _____, 2023 by and between the Foothill/Eastern Transportation Corridor Agency, a California Joint Powers Agency, and the San Joaquin Hills Transportation Corridor Agency, a California Joint Powers Agency, collectively the TRANSPORTATION CORRIDOR AGENCIES ("TCA") and SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY ("SBCTA"). TCA and SBCTA are sometimes referred to herein individually as "Party", and collectively as the "Parties". Capitalized terms not separately defined in the Recitals have the meanings assigned such terms in Section 1 of this Agreement.

RECITALS

WHEREAS, TCA is a California toll road operator and, through its various contractors (collectively "Toll Services Contractors"), performs Transaction processing, customer service and account management functions for its Toll Facilities (State Routes 73, 133, 241 and 261) under the FasTrak® logo; and

WHEREAS, on April 24, 2018 the Parties entered into a Cooperative Agreement identified as SBCTA Agreement No. 18-1001854 and as TCA Contract No. K001238 ("Original Agreement"), to delineate roles, responsibilities, and funding commitment relative to the provision of Toll Services by TCA for SBCTA toll facilities; and

WHEREAS, refinements to the Original Agreement are necessary prior to the commencement of revenue service on SBCTA Toll Facilities to clarify application of the Cost Model and to account for business practice revisions at TCA since entering into this Agreement; and

WHEREAS, SBCTA intends to operate the Interstate 10 (I-10) Express Lanes, the Interstate 15 (I-15) Express Lanes and other Toll Facilities in San Bernardino County (collectively "Express Lanes"), which will provide Customers with the option to use FasTrak® as Customer account options, as well as One-Time-Toll and TCA's other payment methods to pay tolls; and

WHEREAS, SBCTA needs toll Transaction (including video tolling) and Violation processing, customer service and account management operations, and other toll operations related services (herein referred to collectively as "Toll Services"), for the future I-10 Express Lanes, I-15 Express Lanes and other SBCTA Toll Facilities; and

WHEREAS, TCA and SBCTA wish to enter into this Agreement to provide for the integration of the Express Lanes into the state's interoperable network of Toll Facilities, and to set forth the terms and conditions pursuant to which TCA will cause its Toll Services Contractors to provide Toll Services for the future I-10 and I-15 Express Lanes and other SBCTA Toll Facilities, in order for both TCA and SBCTA to

achieve cost savings through economies of scale through use of the TCA's toll services capabilities to serve SBCTA Customers; and

WHEREAS, TCA is willing to provide Toll Services to SBCTA in order to achieve such economies of scale, and neither TCA nor SBCTA intends for TCA to be a guarantor of SBCTA's collection of tolls incurred by Customers of the Express Lanes or otherwise assume any liability to SBCTA for the collection of such tolls other than to require TCA's Toll Services Contractors to perform Toll Services for the SBCTA Customers' Transactions in accordance with the Toll Services Contracts, and to otherwise comply with the terms of this Agreement and applicable law; and

WHEREAS, the Parties wish to amend and restate the Agreement;

NOW, THEREFORE, the Parties hereto agree as follows:

1. DEFINITIONS

For the purposes of this Agreement, the following terms shall have the meanings hereinafter provided:

- 1.1. "Accepted SBCTA Transaction" shall mean Fully Formed Trips in accordance with the ICD that are confirmed received by TCA's BOS.
- 1.2. "Accountholder" shall mean a Customer who has a valid account for the payment of tolls on TCA or SBCTA toll facilities.
- 1.3. "Account Unsuspension Fee" shall mean a prescribed fee charged to an accountholder whose account is suspended due to non-payment or insufficient balance.
- 1.4. "Agreement" shall mean this FIRST AMENDED AND RESTATED COOPERATIVE AGREEMENT FOR TOLL SERVICES between SBCTA and TCA.
- 1.5. "Back Office System" or "BOS" shall mean the TCA computer system(s) used to: post Transactions; manage Customer accounts; process payments; and perform other Customer or Violation related functions.
- 1.6. "California Toll Operators Committee" or "CTOC" shall mean the organization of California Toll Facility owners/operators that oversees interoperability requirements and provides for coordination amongst the various agencies.
- 1.7. "Collection Services Provider" shall mean a contractor that provides debt collection services.
- 1.8. "Cost Model" shall have the meaning set forth in Exhibit A.
- 1.9. "Credit Card Processing Fee" shall mean fees calculated by TCA on a monthly basis using TCA's average credit card processing rate multiplied by the total amount of collected revenue transferred to SBCTA for the month. Amount will be invoiced and collected on a monthly basis and netted with Account Unsuspension Fee credits per Section 10.5.4.

- 1.10. "CSC Contractor" means the entity under contract to TCA to provide CSC services.
- 1.11. "Customer" shall mean a driver that has chosen to use either TCA or SBCTA's Toll Facilities.
- 1.12. "Customer Service Business Rules" shall mean TCA's documented policies and/or procedures for toll services.
- 1.13. "Customer Service Center" or "CSC" means the facility or facilities operated by TCA or its contractor for the purpose of handling Customer inquiries, performing account management; processing Transactions; or providing other toll services.
- 1.14. "Customer Service Positions" or "CSP" means staff assigned to customer service functions inclusive of leads, supervisors and representatives.
- 1.15. "Express Lanes" shall mean Interstate I-10 Express Lanes (Contract 1), I-15 Express Lanes (Contract 1), and future Toll Facilities in San Bernardino County as SBCTA designates in a written notice to TCA sent 12 months prior to the inclusion of future Toll Facilities under this Agreement.
- 1.16. "FasTrak® Charge Account" shall mean a postpaid FasTrak® account established by a Customer with TCA whereby the Customer pays for tolls and fees using a credit card.
- 1.17. "FasTrak® Invoice Account" shall mean a postpaid FasTrak® account established by a Customer with TCA whereby TCA provides the Customer a monthly invoice for the prior month's activity, which is paid by the Customer.
- 1.18. "FasTrak® Prepaid Account" shall mean a FasTrak® account established by a Customer with TCA whereby the Customer maintains a prepaid balance.
- 1.19. "FasTrak®" is a trademark owned by TCA and used in California to identify interoperable toll facilities that accept transponders issued by other California agencies.
- 1.20. "Fully Formed Trip" shall mean a record of Transaction(s) that contains the required specifications defined in the ICD for the process of collecting toll(s).
- 1.21. "Interface Control Document" or "ICD" shall mean the most recently adopted and agreed upon version of the document that describes the technical specifications for file and data exchange between TCA and SBCTA.
- 1.22. "Interoperable" or "IOP" shall have the meaning generally understood in the electronic toll payment industry, i.e., the ability for registered customers of participating toll facilities to pay tolls through a combination of electronic and image-based Transactions and settlement of the associated toll Transactions between the participating agencies and organizations.

- 1.23. "Minimum Compensation" shall mean the annual projection for Customer Service Center Staffing costs for SBCTA calculated in accordance with Exhibit A Cost Model for each fiscal year and designated as Item A in Table 4.
- 1.24. "One-Time-Toll" is a trademark owned by TCA used to identify the option for payment of tolls using a vehicle's license plate.
- 1.25. "Opening Day" shall mean the first day SBCTA collects tolls for usage of its Toll Facilities.
- 1.26. "Party" shall mean a party to this Agreement and "Parties" shall mean both of them.
- 1.27. "Personally Identifiable Information" or "PII" shall mean any information that could be used to identify a person, including, but not limited to, travel pattern data, address, telephone number, Transponder number, email address, license plate number, photograph, bank account information, or credit card number.
- 1.28. "Processing Agency" shall have the meaning provided for such term in California Vehicle Code Section 40253.
- 1.29. "Projected Transactions" shall mean the volume of Transactions forecasted to occur in the subsequent fiscal year.
- 1.30. "Roadway Business Rule" shall mean the respective Party's documented policies and/or procedures regarding Toll Facilities' usage.
- 1.31. "Response File" shall mean the electronic file sent by TCA to SBCTA in response to the transmittal of SBCTA Transactions to TCA's BOS.
- 1.32. "SBCTA Transactions" shall mean the Transactions captured by SBCTA's Toll Collection System and sent to TCA for processing. For avoidance of doubt, SBCTA Transactions shall not include Transactions captured by SBCTA's Toll Collections System that are not sent to TCA for processing.
- 1.33. "Start-up Period" shall mean, with respect to each of the Express Lanes facilities, the period starting on the date SBCTA opens such Express Lanes and ending on the first to occur of (a) the last day of the first month when Toll Services volumes achieve 1,000,000 Transactions in that month or (b) 12 months after the Express Lanes opening.
- 1.34. "TCA Customer Account" shall mean an account established by an Accountholder with TCA for the electronic or video payment of tolls.
- 1.35. "Toll Collection System" or "TCS" shall mean all in-lane equipment and toll collection hardware and software systems necessary to capture and transmit toll Transactions.

- 1.36. "Toll Facility" or "Toll Facilities" shall mean the road(s) or lane(s) for which each respective Party is duly authorized to charge and collect tolls and to enforce toll Violations.
- 1.37. "Toll Services" shall mean services involving toll Transaction (including video tolling) and Violation processing; customer service and account management operations; and other toll operations related services as agreed to by the Parties.
- 1.38. "Toll Services Contract" shall mean an agreement between TCA and a Toll Services Contractor covering materials and/or services required to provide Toll Services over a specific period of time specified in such agreement.
- 1.39. "Toll Services Contractor" shall mean the person or entity that provides materials or labor to perform a service or work under a Toll Services Contract.
- 1.40. "Transaction" shall mean the passage of any vehicle through any portion of the Toll Facilities for which a toll would normally be collected (whether directly from the vehicle's driver or from operators of interoperable facilities for the use of the Toll Facilities by their patrons), and regardless of whether the toll is collected. Additionally, "Transactions" shall include the Transactions of Customers at interoperable facilities.
- 1.41. "Transponder" shall mean the electronic device used by the TCS to identify a Customer vehicle using a Toll Facility.
- 1.42. "Violation" shall mean a Transaction for which payment of the appropriate toll is not received.

2. PURPOSE AND INTENT; TOLL SERVICES CONTRACTS

The Parties to this Agreement enter into it with the sole purpose to establish understandings and commitments regarding Transaction processing and Customer/account management functions with the intent to provide each of the Parties cost savings through leveraging and economies of scale. Nothing in this Agreement, except where otherwise expressly provided, is intended to convey authority for the setting of toll rates and/or Violation penalty amounts; or responsibilities for facility or equipment maintenance; or debt covenants between or among the distinct Parties.

Prior to commencement of provision of Toll Services for SBCTA pursuant to this Agreement, TCA shall provide SBCTA an opportunity to review TCA's Toll Services Contracts and plans with respect to future Toll Services Contracts in existence at the time that SBCTA plans to commence testing for the provision of Toll Services for the SBCTA Toll Facilities in accordance with Section 5.12 of this Agreement. By proceeding with testing and commencement of Toll Services for the SBCTA's Toll Facilities, SBCTA shall be deemed to acknowledge and agree that it made its own independent judgment that the Toll Services to be provided pursuant to, and in accordance with the terms and conditions set forth in, the Toll Services Contracts are adequate and acceptable for SBCTA's needs, and that TCA has not made any representation or warranty, and SBCTA is not relying upon any representation or warranty of TCA, with respect to the Toll Services or the Toll Services Contracts in entering into this Agreement or accepting the provision of Toll Services

pursuant to this Agreement. TCA shall make reasonable efforts to provide SBCTA with advance notice of and opportunity to comment with respect to any contemplated amendments or modifications to the Toll Services Contracts, and shall consider SBCTA's comments in entering into any such amendments or modifications.

To the extent not addressed in the awarded Toll Services Contracts, or in prior amendments to Toll Services Contracts, prior to commencing the provision of Toll Services for SBCTA, TCA shall amend the Toll Services Contracts to include SBCTA in the scope of work, and to include SBCTA as an indemnified party and an additional insured under such contracts at SBCTA's sole cost, with coverage to be provided to the same extent as provided to TCA. In addition, TCA shall amend the Toll Services Contracts to require that its Toll Services Contractors maintain the confidentiality of all SBCTA-provided PII (as defined in Sections 1.27 and 8) to the same extent the Toll Services Contractors are required to maintain the confidentiality of TCA-provided PII. TCA shall amend the Toll Services Contracts to include SBCTA as a third party beneficiary under the Toll Services Contracts, with SBCTA's rights limited to enforcement of the indemnification and insurance provisions in favor of SBCTA. Any such amendments shall specify that for purposes of Chapter 1, Article 4 of the Vehicle Code, TCA is the SBCTA Processing Agency for purposes of SBCTA Transactions occurring on SBCTA Toll Facilities. If TCA is unable to amend the Toll Services Contracts as provided in this Paragraph prior to the commencement of Toll Services for SBCTA, then at SBCTA's option, SBCTA may terminate this Agreement, or in writing waive or, subject to TCA's agreement, modify one or more of the requirements in this Paragraph.

3. AGREEMENT EXECUTION AND COMMUNICATIONS

The Parties agree to establish and identify primary points of contacts within their respective agencies to coordinate activities related to the fulfillment of this Agreement and resolution of any associated problems as designated below:

For SBCTA:

Tim Byrne
Director of Toll Operations
1170 W 3rd St
San Bernardino, CA 92410
909-884-8276
Email: tbyrne@gosbcta.com

For TCA:

Vincent Valdez
Chief Toll Operations Officer
125 Pacifica
Irvine, CA 92618
949-754-3456
Email: vvaldez@thetollroads.com

Either Party may from time to time designate another primary point of contact by written notice to the other Party.

4. DELINEATION OF RESPONSIBILITIES AND EXPECTATIONS

The Parties acknowledge that under the terms of this Agreement, TCA will provide Toll Services to SBCTA, and the Parties agree to work in good faith to address any issues that may arise and to explore any opportunities for mutual benefit that may also arise. As further delineated in this document:

SBCTA agrees to:

- 4.1. Collect/capture and package the record of Transactions from its Toll Facilities in accordance with CTOC requirements and to transmit those Transaction records to TCA's BOS systems, to the extent possible, in an accurate and timely manner and as defined by the ICD. For purposes of Chapter 1, Article 4 of the California Vehicle Code, TCA shall be SBCTA's Processing Agency.
- 4.2. Solicit feedback from TCA on any changes to SBCTA Roadway Business Rules regarding usage or signage on SBCTA Toll Facilities that SBCTA is considering prior to making such changes in a timeframe sufficient for TCA to evaluate and respond.
- 4.3. Compensate TCA for all costs set forth in this Agreement per the provisions in Section 10.

TCA agrees to:

- 4.4. Process SBCTA's Transactions by SBCTA Express Lane Toll Facility (i.e. I-10 Express Lanes Contract 1, I-15 Express Lanes Contract 1 and future Toll Facilities), posting those Transactions against the appropriate TCA or IOP agency accounts, or matched payments, or cause TCA's Toll Services Contractors acting as Processing Agencies to post Transactions to Violation accounts, in a manner consistent with the posting of Transactions occurring on TCA's Toll Facilities and in compliance with the Customer Service Business Rules and CTOC requirements.
- 4.5. Provide standardized reports and/or data related to the processing of SBCTA Transactions (by SBCTA Express Lane Toll Facility) and related revenue as well as any financial settlements, in the same manner and forms as are provided to TCA by the Toll Services Contractors under the Toll Services Contracts.
- 4.6. Utilize consistent practices for Accountholders and other Customers regardless of which Toll Facilities the Accountholder or Customer uses while considering business rules that may vary between the Parties.
- 4.7. Provide information, observations and/or feedback to SBCTA on system design, operations, signage or other tolling related aspects.

- 4.8. Solicit feedback from SBCTA on any initiatives TCA may have regarding changes to Customer Service Business Rules that may affect SBCTA, and make best efforts to address such feedback in order to minimize any increased costs or adverse impacts on users of SBCTA's Toll Facilities, and on SBCTA Programs to address environmental justice issues with the Express Lanes, that may result from such changes.

5. TOLL FACILITY ROADWAY OPERATIONS

The Parties agree that regardless of this Agreement, each Party is distinct and retains sole responsibility and authority for establishing Roadway Business Rules related to the usage of their respective Toll Facilities. However, to facilitate the Toll Services contemplated under this Agreement and to minimize the related costs, the Parties agree to discuss with one another in good faith any changes to their respective Roadway Business Rules.

SBCTA Roadway Business Rules shall permit all Customers to use: 1) the Express Lanes with: valid FasTrak® Transponders or license plates registered to valid FasTrak® accounts; 2) other options provided by TCA for payments of tolls using a vehicle's license plate (I-10 Express Lanes only) ; and 3) TCA's other payment methods to pay tolls.

SBCTA shall:

- 5.1. Be solely responsible for the capture, calculation, packaging and transmittal of Transactions/trips records and related license plate images occurring on SBCTA's Toll Facilities in accordance with the ICD.
- 5.2. Procure, install, maintain and operate a TCS for the Express Lanes and any other SBCTA Toll Facilities with respect to which SBCTA requires Toll Services pursuant to this Agreement. All such equipment must be in compliance with California Code of Regulations, Title 21, Chapter 16 specifications for automatic vehicle identification (AVI) equipment required under the FasTrak® brand and permitted for operation within the State's Right of Way.
- 5.3. Procure and maintain a secure communications connection between the Express Lanes' designated host computer(s) and TCA's designated BOS, currently located in Irvine, California.
- 5.4. Provide or perform image review functions to ensure that license plate numbers transmitted to TCA have a high degree of accuracy, with no more than a 0.5% error rate.
- 5.5. Transmit SBCTA Transaction records, which shall be Fully Formed Trips in accordance with the ICD. Such SBCTA Transactions shall be considered Accepted SBCTA Transactions upon confirmed receipt by TCA's BOS.
- 5.6. Coordinate with TCA to develop mutually agreeable test plans and schedules and to conduct testing to achieve integration between TCA's BOS and SBCTA's TCS.

- 5.7. Subject to Section 5.12 below, receive approval from TCA for acceptance of test results and operational readiness prior to the transmittal of SBCTA Transactions to TCA.

TCA shall:

- 5.8. Develop and maintain the ICD in collaboration with SBCTA to accept and process SBCTA's Transactions.
- 5.9. Provide a Response File showing counts for Accepted SBCTA Transaction records and rejected Transaction records.
- 5.10. Provide modifications to TCA's BOS to accommodate the communications connection from the SBCTA TCS at SBCTA's expense. TCA shall arrange for the appropriate Toll Services Contractor to make such modifications to accommodate the communications connection from SBCTA to TCA for a not-to-exceed contract price approved in advance by SBCTA.
- 5.11. Incorporate mutually agreed upon SBCTA Roadway Business Rules into TCA's BOS. It shall not be unreasonable for TCA to withhold its agreement to any SBCTA Roadway Business Rule that would, in TCA's judgment, increase costs or have a negative impact on the Toll Services, generally, and that impact has not been addressed to TCA's satisfaction.
- 5.12. Participate in the development or execution of test plans; provide timely comments on test results, within no more than 10 business days of receipt of the results by TCA; and not unreasonably withhold approval for operational readiness. If TCA does not provide comments on any test results within the specified timeframe, unless otherwise agreed upon by the Parties, SBCTA will contact TCA to confirm whether or not TCA has any comments on the test results. If TCA does not provide comments on any test results within 3 business days thereafter TCA shall be deemed to have no comments on such test results. It shall not be unreasonable for TCA to withhold approval of operational readiness if, in TCA's judgment, commencement of Toll Services for Transactions on the SBCTA Toll Facilities would have a negative impact on the Toll Services, generally; and that impact has not been addressed to TCA's satisfaction. Mutually defined test plans will include prerequisites to begin each test phase and expected test results required for approval of the test before proceeding to the next test phase. TCA acknowledges SBCTA's desire to achieve approval for operational readiness at least thirty (30) days prior to the anticipated Opening Day, and TCA will in good faith cooperate with SBCTA's efforts to meet such schedule.
- 5.13. Provide such CSC and BOS system database redundancy as TCA determines is desirable to minimize CSC and BOS system downtime and ensure operational continuity by locating a backup system at a geographically separate location other than the primary location.

6. ACCOUNT MANAGEMENT, TRANSFER OF FILES AND TRANSACTION POSTING

TCA agrees to incorporate the Express Lanes into TCA's BOS to leverage and streamline account management, for the transfer of files, and the posting of Transactions against the appropriate TCA or IOP agency accounts, matched payments or Violation accounts in compliance with CTOC requirements. The Parties agree that account management, Transaction posting, payment processing and other customer service functions will be performed in accordance with TCA's adopted Customer Service Business Rules and standard operating procedures which will be consistently applied, regardless of a Customer's Toll Facility usage. In so doing, TCA shall function as the Processing Agency for SBCTA.

SBCTA shall:

- 6.1. Transfer to TCA's BOS, in near real time but no longer than the timeframe for Transaction processing identified in the CTOC specification and in accordance with the agreed ICD, all SBCTA Transaction/trip records that, pursuant to this Agreement, are to be processed by TCA and/or TCA's Toll Services Contractors in accordance with the terms of the Toll Services Contracts.
- 6.2. Except to the extent required to comply with applicable law, maintain all records related to SBCTA Transactions 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 for the applicable SBCTA Transactions , or until the conclusion of all litigation, appeals or claims related to the applicable SBCTA Transactions , whichever is longer.
- 6.3. Except to the extent required to comply with applicable law, provide TCA, the California State Auditor, or other authorized representatives of TCA access to SBCTA's records relating to SBCTA Transactions, including records maintained by SBCTA's contractors for the purpose of inspection, auditing or copying during the entirety of the records maintenance period above.

TCA shall:

- 6.4. Transfer to SBCTA's TCS every two hours, a Transponder and/or account status file, as specified in the ICD, to support SBCTA trip building and toll calculations.
- 6.5. Post Transactions to the appropriate accounts based on the details included in the SBCTA Transaction records and in accordance with the Customer Service Business Rules.
- 6.6. Instruct TCA's Toll Services Contractors to process Violations in accordance with California laws and Customer Service Business Rules, including: securing mailing addresses based on license plate images, generating and mailing Violation notices, contacting the registered owner of the vehicle to attempt to resolve unpaid Violations notices, and transmitting records for unpaid Violations to California DMV in order to initiate vehicle registration holds and/or

- to SBCTA's Collection Services Provider, in accordance with the Customer Service Business Rules and as requested by SBCTA. SBCTA Violation notices shall be distinct and separate from TCA's Violation notices and shall indicate SBCTA as the issuer but shall require Customers to submit payment, disputes, or inquiries through the TCA CSC. SBCTA shall provide TCA SBCTA's form of Violation notice and SBCTA shall be solely responsible for ensuring that the form of its Violation notice complies with California laws. TCA shall be the Processing Agency for purposes of any activities undertaken to process Violations on behalf of SBCTA.
- 6.7. Comply with the California Vehicle Code and DMV requirements in connection with obtaining or utilizing DMV information, including but not limited to the General Provisions applicable to the "Requester" as set forth in the Government Requester Account Application/Agreement between SBCTA and DMV, as such Application/Agreement may be amended from time to time.
 - 6.8. Except to the extent otherwise required by applicable law, maintain all records relating to SBCTA Transactions and amounts charged to SBCTA hereunder 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 Agreement, whichever is longer, and ensure that the Toll Services Contracts contain a provision requiring maintenance of books and records until 54 months after final payment under the contract.
 - 6.9. Except to the extent otherwise required by applicable law, provide SBCTA, the California State Auditor, or other authorized representatives of SBCTA access to TCA's records relating to SBCTA Transactions and amounts charged to SBCTA hereunder for the purpose of inspection, auditing or copying, during the entirety of the records maintenance period above, ensure that the Toll Services Contracts contain a provision allowing TCA audit rights until 54 months after final payment under the contract. If the Toll Services Contract does not allow SBCTA direct access to Toll Services Contract records, following receipt of a reasonable written request for audit from SBCTA, TCA agrees to exercise its audit rights for SBCTA's benefit.

7. CUSTOMER SERVICE OPERATIONS

TCA agrees to utilize and leverage its Customer base, account management and Customer contact systems and processes to provide Toll Services to SBCTA and to service Customers of SBCTA's Toll Facilities.

SBCTA shall:

- 7.1. Provide, at its sole expense, a designated representative to handle escalated Customer inquiries and/or disputes related to the Express Lanes.
- 7.2. Be solely responsible for any decision to dismiss or reduce a toll charge or Violation fine, fee or penalty on the Express Lanes. If SBCTA dismisses or reduces a disputed toll charge or

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- Violation fine, fee or penalty, SBCTA shall notify the TCA CSC (in writing via email). TCA shall have no responsibility or liability for any such decision by SBCTA, and shall be relieved of any further responsibility to pursue collection of any dismissed or reduced toll charge or Violation fine, fee or penalty after receipt of notification of dismissal or reduction by SBCTA.
- 7.3. Provide TCA with information and scripted verbiage to use in response to Customer inquiries regarding the use of the Express Lanes.
 - 7.4. Adhere to California laws, Payment Card Industry (PCI) requirements and TCA practices regarding Personally Identifiable Information.
 - 7.5. Comply with the California Vehicle Code and DMV requirements in connection with obtaining or utilizing DMV information, including but not limited to the General Provisions applicable to the "Requester" as set forth in the Government Requester Account Application/Agreement between SBCTA and DMV, as such Application/Agreement may be amended from time to time.
 - 7.6. Access TCA's BOS solely for the purpose of and to the extent necessary to handle inquiries, disputes and other actions directly related to use of the Express Lanes, and solely in accordance with the Customer Service Business Rules. TCA shall have the right to limit SBCTA's access to the BOS at any time to the extent necessary or prudent to assure compliance with law concerning the collection, storage and/or dissemination of Customer information. SBCTA acknowledges and agrees that the information and data accessed for such purpose shall remain TCA's sole and exclusive property, and SBCTA shall not use or disclose such information other than for the sole purpose, and to the limited extent necessary, in connection with the handling of inquiries, disputes and civil enforcement actions with respect to the Express Lanes, or as otherwise required by law or court order. SBCTA shall notify TCA as soon as possible prior to any such disclosure that SBCTA determines is required by law or court order, and shall delay such disclosure to the extent legally possible so that TCA may promptly notify SBCTA of its intent to contest such disclosure requirement and take such actions as it determines appropriate.
 - 7.7. At SBCTA's sole discretion, contract separately for third-party collection, adjudication/civil judgment and judgment recovery services, using contractors of SBCTA's choosing, and be solely responsible for such activities.
 - 7.8. Have the option of providing funding to achieve higher levels of performance if so desired and mutually agreed between TCA and SBCTA, and subject to the ability of the relevant Toll Services Contractor's ability to provide such higher level of Toll Services performance.
 - 7.9. Clearly indicate in any correspondence to Express Lanes users that such communication is on behalf of SBCTA and not reference TCA in any communication or publication without TCA's prior written consent.

TCA shall:

- 7.10. Be the sole owner of all TCA Customer Accounts, perform TCA Customer Account management in accordance with the Customer Service Business Rules, through oversight of Toll Services Contractors support and manage a walk-in customer service center in San Bernardino County, and handle toll disputes and contested Violations for the Express Lanes as SBCTA's Processing Agency in accordance with the Customer Service Business Rules in the same manner as TCA handles toll disputes and contested Violations with respect to TCA's Toll Facilities.
- 7.11. Handle general calls regarding use of the Express Lanes and provide general information about the Express Lanes in accordance with the Customer Service Business Rules, and use the information and scripts provided by SBCTA with respect to Customer transactions on the SBCTA Toll Facilities.
- 7.12. Handle Customer disputes related to Violation notices and imposed penalties as SBCTA's Processing Agency, including providing information regarding the availability of administrative hearings and resolution processes in accordance with Customer Service Business Rules. Support administrative hearings and judicial proceedings with respect to SBCTA Violations by assembling information and providing documentation packages to SBCTA or SBCTA's designated representative for administrative hearings and civil judgment court proceedings, when applicable.
- 7.13. Allow secure system access to authorized SBCTA personnel assigned to resolve disputes with respect to SBCTA Transactions.
- 7.14. Require that TCA's Toll Services Contractors adhere to performance standards and the terms and conditions of the Toll Services Contracts, subject to TCA's discretion in terms of managing such Toll Services Contracts in the manner it deems appropriate and in the best interest of TCA and SBCTA.
- 7.15. Purchase Transponders to equip vehicles for FasTrak® use on SBCTA's Toll Facilities.
- 7.16. Adhere to California laws, Payment Card Industry (PCI) requirements and TCA's own practices regarding Personally Identifiable Information. TCA shall exercise the same efforts to adhere to law and protect the privacy of PII in TCA's possession that is provided by or relating to SBCTA and SBCTA Customers as TCA exercises with respect to its own PII and that of TCA Customers, and TCA shall not be responsible to compensate SBCTA for any loss, liability, injury, damage, cost or expense, or other Claims (as defined in Section 12.1 of this Agreement) arising by reason of, or relating to, anything done or omitted to be done by a Toll Services Contractor with respect to PII, except to enforce the Toll Services Contractor's obligations under the relevant Toll Services Contract in accordance with the terms of this Agreement.

- 7.17. Comply with all applicable provisions of the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.) in performing work under this Agreement.

TCA and SBCTA shall:

- 7.18. Review the performance of TCA's Toll Services Contractors and their compliance with the performance targets specified in their respective Toll Services Contracts on a quarterly schedule or a schedule mutually agreed upon by both parties.
- 7.19. Develop a methodology to share in the recoupment of disincentive deductions or the payment of incentives no later than the annual Cost Model meeting prior to starting SBCTA operations and incorporate the methodology into this Agreement. In the event that TCA's CSC Contractor's performance targets are not met, and disincentive deductions are assessed by TCA, a portion will be credited to SBCTA. Similarly, if stipulated incentives are reached by TCA's CSC Contractor, SBCTA will be assessed a portion of these incentive costs. In no case shall TCA's compensation fall below the minimum compensation set forth in Section 10.3 of this Agreement. The disincentive deduction credits and stipulated incentive costs assessed to SBCTA shall be proportional to the volume of SBCTA transactions as a percentage of total transactions processed by TCA's Toll Services Contractors during the relevant period for which the disincentive deduction credits and/or stipulated incentive costs are calculated. SBCTA and TCA agree on the methodology contained in Section 7 of Exhibit A.

8. PERSONALLY IDENTIFIABLE INFORMATION

Each Party agrees to provide designated personnel and/or consultants of the other Party access to PII on a "need to know basis" to the extent permitted under applicable law, including but not limited to a Customer's name, address, telephone number, email address, Transponder number, account number, license plate number, travel pattern data, or other information that personally identifies the Customer, subject to the limitations in this Section 8.

- 8.1 Each Party shall safeguard PII through physical, electronic and procedural means, and shall maintain the confidentiality of PII in strict compliance with applicable law.
- 8.2 Each Party may share such PII with its contractor(s) and contractors' personnel for the sole purpose of facilitating activities related to toll collection (including marketing, to the extent conducted, in full compliance with the limitations set forth in Streets and Highways Code Section 31490) and violation enforcement. SBCTA shall require contractor(s) and contractors' personnel to execute agreements that obligate such contractors and contractors' personnel to maintain the confidentiality of PII in form approved by TCA that expressly identifies TCA as a third-party beneficiary with respect to such confidentiality obligation. SBCTA shall require any SBCTA contractors to whom PII is disclosed to maintain insurance in an amount and form deemed appropriate by SBCTA, subject to approval by TCA, not to be unreasonably withheld, which insurance shall name TCA as an additional insured.

- 8.3 Unless explicitly approved by the other Party, each Party shall otherwise keep all PII confidential and shall not disclose such information, except as required by California law or where the express written consent of the Customer is obtained by SBCTA or TCA, as applicable.
- 8.4 Nothing in this Section 8 is intended to limit or modify SBCTA's obligation to indemnify, defend, protect and hold harmless TCA with respect to claims of users of SBCTA's Toll Facilities regarding PII as provided in Section 12.1.2.
- 8.5 Nothing in this Section 8 is intended to limit or modify TCA's obligation to indemnify, defend, protect and hold harmless SBCTA with respect to claims of TCA's customers regarding PII as provided in Section 12.1.1.

9. MARKETING AND CUSTOMER COMMUNICATIONS

The Parties agree that coordination of any marketing materials, signage or other Customer collateral is vital to Customer education and satisfaction for users of both Parties' Toll Facilities.

SBCTA shall:

- 9.1 Execute a License Agreement with TCA prior to using the FasTrak® or other TCA trademarks or service marks for any purpose, and adhere to TCA's then published branding guidelines applicable to all CTOC agencies.
- 9.2 Obtain TCA's approval, which shall not be unreasonably withheld, prior to utilizing any marketing materials, signage or otherwise communicating with Customers regarding the use of FasTrak® on SBCTA's Toll Facilities. All Customer communications shall be strictly in accordance with law, and marketing materials shall not be provided to Customers who have not expressly consented to receive such materials, in accordance with Streets and Highways Code Section 31490(j).
- 9.3 Reimburse TCA for marketing activities that SBCTA requests TCA undertake regarding the Express Lanes.

TCA shall:

- 9.4 Review and provide comments on any marketing materials, signage or Customer communications provided by SBCTA, within 15 calendar days from receiving the same.
- 9.5 Incorporate SBCTA's logo and name, as SBCTA on Customer statements and correspondence.
- 9.6 Cooperate with SBCTA to provide marketing activities, promotions, or other activities to promote the use of the Express Lanes and invoice SBCTA for costs incurred by TCA.

- 9.7 Provide CSC staff support at mutually agreed upon public outreach events to facilitate Customer account establishment and information, subject to reimbursement by SBCTA.

10. COSTS, SETTLEMENT AND PAYMENT

The Parties anticipate that TCA's provision of Toll Services to SBCTA will result in economies of scale that will reduce costs for both Parties. However, in order to provide Toll Services to SBCTA, TCA will incur additional costs that would not otherwise have been borne by TCA without providing Toll Services to SBCTA. SBCTA agrees to compensate TCA for the Toll Services as provided herein and as further described in the Cost Model attached as Exhibit A. The costs reflected in Exhibit A are based on TCA's budgeted costs for fiscal year ending June 30, 2024. The costs will be updated, and the fees outlined in Section 10.2 will be adjusted accordingly, to reflect changes in TCA's budgeted costs each fiscal year. TCA and SBCTA will meet periodically and no less than twice per TCA fiscal year to review costs associated with TCA providing Toll Services to SBCTA and determine if adjustments to TCA's reimbursement are required to remain within the Parties' mutual expectations under this Agreement. Both Parties will consider the continuing applicability of items in the Cost Model as part of the semi-annual meeting regarding operations support.

10.1 Reconciliation / Funds Transfer

TCA and SBCTA shall:

- 10.1.1 Establish a daily reconciliation process prior to the execution of the test plans whereby all Accepted SBCTA Transactions transmitted to TCA's BOS for posting shall be reconciled and accounted for against those that were successfully posted to Customer accounts, matched to payments or resulted in Violations.
- 10.1.2 Establish a formal process whereby SBCTA can authorize adjustments to tolls and/or Violation penalties resulting from and specifically related to Transactions on the Express Lanes.

SBCTA shall:

- 10.1.3 If SBCTA directs TCA in writing, SBCTA shall allow TCA to deduct all amounts owed by SBCTA to TCA for Trip Transaction-Based Fees and Violation Processing Fees earned pursuant to Section 10.2 from the funds due to be remitted to SBCTA by TCA under Section 10.1.5, for collected revenues as a means to reduce administrative efforts and related costs.
- 10.1.4 Electronically transfer to TCA, no less frequently than once per week, all funds owed for Trip Transaction-Based Fees and Violation Processing Fees earned pursuant to Section 10.2, unless SBCTA directs TCA in writing to deduct the fees from remitted revenues under Section 10.1.6.

TCA shall:

- 10.1.5 Promptly credit back to SBCTA any Trip Transaction-Based Fees and Violation Processing Fees that are determined in the ordinary course of business to have been improperly deducted pursuant to Section 10.1.3 and the Business Rules.
- 10.1.6 Electronically transfer to SBCTA, no less frequently than once per week, all funds for Accepted SBCTA Transactions successfully posted against accounts, matched against payments and/or collected for Violations, net of, if applicable, reversals, adjustments and refunds related to amounts previously paid to SBCTA.
- 10.1.7 Provide to SBCTA a scheduled daily or other periodic report, in accordance with Section 4.5, showing the current status of all Accepted SBCTA Transactions and Violations for a specific date(s).
- 10.1.8 Except to the extent caused by TCA's gross negligence or willful misconduct, not be liable for revenue loss to SBCTA incurred as a result of (i) any malfunction of SBCTA equipment, (ii) any failure of any TCA system or equipment, (iii) any failure of a Toll Services Contractor to perform its obligations with respect to the Toll Services Contracts, or (iv) a cause other than TCA's gross negligence or willful misconduct in the performance of its obligations under this Agreement. SBCTA acknowledges and agrees that TCA shall not, by providing the Toll Services for SBCTA Toll Facilities, be deemed to be a guarantor to SBCTA or otherwise responsible to SBCTA except as expressly provided herein for SBCTA's actual collection of tolls and Violations, and TCA shall only be responsible for carrying out its obligations as specified in this Agreement. In the event that a failure by a Toll Services Contractor providing the Toll Services pursuant to the Toll Services Contracts results in revenue loss to SBCTA, TCA's sole responsibility shall be to enforce the provisions of the Toll Services Contracts in a manner determined by TCA after consultation with SBCTA to be in the best interest of TCA and SBCTA, and to provide to SBCTA an equitable share of any toll revenues, damages or other sums recovered from such contractor(s) with respect to such SBCTA revenue loss. If TCA elects not to pursue recovery of an SBCTA revenue loss against a Toll Services Contractor, SBCTA shall be entitled to exercise its rights as a third-party beneficiary under such contract and to pursue recovery for its own benefit.

10.2 Transaction and Violation Processing Costs

TCA and SBCTA agree that the primary method of reimbursement for Toll Services will be "per transaction" fees based on Accepted SBCTA Transactions and Violations. These fees will be inclusive of all costs related to the Toll Services, including Transaction posting, account management, Customer contacts, revenue settlement, and the other costs specifically set out in Exhibit A—Cost Model for inclusion in the transaction fees.

10.2.1 Trip Transaction-Based Fee: TCA shall be reimbursed a fee as calculated and defined in Exhibit A - Cost Model for each Accepted SBCTA Transaction processed by TCA, as reflected in the Response File.

10.2.2 Violation Processing Fee: TCA shall be reimbursed an additional fee as calculated and defined in Exhibit A - Cost Model for processing each Violation. The Violation Processing Fee will be payable one time only for each Violation.

10.3 Minimum Compensation

SBCTA's total annual payments to TCA for Trip Transaction-Based Fees shall not be less than the Minimum Compensation. For the period from inception of the Express Lanes' operations through June 30 of TCA's fiscal year, the Minimum Compensation shall be prorated using a fraction derived from a numerator which represents the number of days from the inception of the Express Lanes' operations through June 30 of TCA's fiscal year, and a denominator of 365 days. Minimum Compensation shall not be reduced as a result of any credits for disincentive deductions allocated to SBCTA as provided in Section 10.6.1.2.

If the amount paid to TCA for Trip Transaction-Based Fees is less than the Minimum Compensation established by this Section 10.3 for any fiscal year, then not later than 60 days following the end of such fiscal year, SBCTA shall pay to TCA, by electronic transfer, the full amount of the difference between the Minimum Compensation and the total paid for Trip Transaction-Based Fees for such fiscal year.

10.4 Other Reimbursable Costs

SBCTA shall be responsible for other costs that TCA may incur relating to the SBCTA Express Lanes as described below. SBCTA will not be responsible for costs that have not been expressly agreed upon in writing by SBCTA's Project Manager prior to such costs being incurred by TCA.

10.4.1 Start-up Costs. SBCTA shall reimburse costs associated with additional work, equipment, Transponder and switchable Transponder procurements for Customers with San Bernardino County addresses, and services that are not part of the existing or contracted TCA CSC and BOS systems and operations, including costs related to design, development and testing for the Express Lanes; contract labor costs for temporary customer service positions during the Start-up Period; staff training for activities and processes specifically required for the Express Lanes; and, if needed, additional CSC and BOS equipment procurements, such as additional CSC phone lines and computers required for Express Lanes toll processing, will be considered Startup Costs. Prior to work being done or procurements being placed, TCA will provide cost details or budget summaries to SBCTA, and the Startup Costs must be approved in writing by SBCTA. TCA will deliver invoices on a monthly basis for Start-Up Costs substantially in the form attached hereto as Exhibit C. The Parties acknowledge that TCA may continue to incur Start-Up Costs after the Opening

Day, which will continue to be invoiced separately from (i) the weekly reconciliations and payments to be made under this Agreement relating to Trip Transaction-Based Fees and Violation Processing Fees under Sections 10.1 through 10.3 of this Agreement and (ii) settlement of performance incentive costs and disincentive deductions under Section 10.6 of this Agreement.

10.4.2 Marketing Costs. SBCTA shall reimburse TCA for any marketing or promotions-related expenses to which the Parties mutually agreed prior to incurrence, pursuant to Section 9.

10.4.3 Third-Party Retail Distribution and Cash Payment Network Services Costs. SBCTA shall reimburse TCA for any postage, collateral, retail incentives, marketing or promotions-related expenses to which the Parties mutually agreed prior to incurrence.

10.4.4 Transponder Costs. SBCTA shall reimburse TCA for the applicable costs, depending on the Transponder type, of newly assigned Transponders for Customers with San Bernardino County addresses. The Parties will determine the appropriate allocation method prior to the Start-up Period. SBCTA shall not reimburse TCA for Transponder Costs for transponders that are sold to a Customer.

10.4.5 Other Costs. SBCTA shall reimburse TCA for other costs authorized by SBCTA prior to incurrence, that are incurred by TCA in conjunction with this Agreement.

10.5 Payment and Statements

10.5.1 Method of Payment. The Parties shall agree on the method of payment for Start-up Costs, Marketing Costs, Third-Party Retail Distribution, Transponder costs, cash payment network services costs, and other costs or assessments.

10.5.2 Transaction and Violation Processing Costs. TCA shall prepare and submit to SBCTA a weekly invoice with supporting documentation for Trip Transaction-Based Fees and Violation Processing Fees via email or hard copy.

10.5.3 Payment for Other Reimbursable Costs. SBCTA shall pay TCA for Other Reimbursable Costs prior to the incurrence of such costs as mutually agreed by the Parties. If the actual incurred costs are less than the amount paid by SBCTA, TCA shall timely refund any excess amounts to SBCTA. If the actual incurred costs are more than the amount paid by SBCTA, SBCTA shall pay the amount of such underpayment to TCA within 30 days of receipt of an invoice therefore. Alternatively, TCA shall have the right to deduct such underpayment from its payment of amounts otherwise owing from TCA to SBCTA hereunder. Invoices shall be accompanied by supporting documentation. SBCTA acknowledges that, within 30 days of submittal of an invoice by the Contractor, TCA is obligated to pay the invoice or provide reasons for disapproving the invoice. SBCTA agrees to review invoices received from TCA promptly upon receipt and to advise TCA in writing of any issues that constitute grounds for disapproval within 15 days of receipt. SBCTA will pay invoices within 30 days

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of receipt, subject to withholding for amounts that have been previously disapproved as described above.

- 10.5.4 Account Unsuspension Fee Credit. SBCTA's portion of Account Unsuspension Fee revenue will be determined as the total amount of Account Unsuspension Fees collected from FasTrak® accountholders that is proportional to the amount of tolls due on the suspended account that is attributable to the SBCTA toll transactions at the time the Account Unsuspension Fee is collected. Within 30 days following the end of each month, TCA will reconcile SBCTA's portion of Account Unsuspension Fees collected for the month. TCA will then issue a credit to SBCTA for all Account Unsuspension Fee funds attributable to SBCTA. The credit will appear as a reduction of the Credit Card Processing Fees on the monthly invoice submitted to SBCTA by TCA.

10.6 Settlement

10.6.1 CSC Contractor's Performance Incentive Costs and Disincentive Deductions

- 10.6.1.1 Within 30 days following the end of each Agreement year during the term, the first of which shall commence on July 1 following the end of SBCTA's Start-up Period and end twelve months thereafter, TCA shall reconcile the performance incentive costs incurred by TCA and any disincentive deductions assessed and recouped by TCA in conjunction with work performed by the CSC Contractor, pursuant to Section 7.14.
- 10.6.1.2 In the event the disincentive deductions exceed the incentive costs, TCA shall credit SBCTA a portion of the deductions.
- 10.6.1.3 In the event the incentive costs exceed the disincentive deductions, TCA shall assess SBCTA a portion of the incentive costs.

10.7 Revenue Transfer to Riverside County Transportation Commission ("RCTC") Trustee for SBCTA I-15 Express Lanes (Contract 1)

To facilitate implementation of the SBCTA I-15 Express Lanes (Contract 1), RCTC has or will assign a portion of its existing I-15 Express Lanes to SBCTA for SBCTA to operate and maintain through a cooperative agreement. As the RCTC I-15 Express Lanes are partially financed through a Transportation Infrastructure Finance and Innovation ("TIFIA") loan agreement (the "RCTC I-15 TIFIA loan agreement") with the United States Department of Transportation ("USDOT"), USDOT requires language in SBCTA agreements with vendors responsible for collecting toll revenue on behalf of SBCTA to ensure revenue associated with the assigned

portion of the facility is remitted to the Trustee as defined in the RCTC TIFIA loan agreement ("RCTC I-15 Trustee").

10.7.1 Upon revenue service commencement of SBCTA I-15 Express Lanes (Contract 1), SBCTA will direct TCA on the flow of SBCTA I-15 Express Lanes (Contract 1) revenue as follows:

- a. Beginning the first day of revenue service commencement and the first day of each subsequent fiscal year until the retirement of the RCTC I-15 TIFIA loan agreement, TCA shall deposit with the RCTC I-15 Trustee the first dollars collected from the SBCTA I-15 Express Lanes (Contract 1) gross toll revenues, continually accrued, subject to an annual cap equal to the amount specified for that year in Table 1 of the Toll Revenue Transfer Table dated 4/15/2022 as included in Exhibit B, as escalated per direction from SBCTA prior to June 15 of the preceding fiscal year. TCA shall provide evidence to SBCTA and RCTC of any payments made to the RCTC I-15 Trustee within 15 calendar days of each payment.
 - i. The term "SBCTA I-15 Express Lanes (Contract 1) gross toll revenue" shall mean and refer to (a) toll revenues, user fees, rents or other similar charges payable for use of the SBCTA I-15 Express Lanes (Contract 1) including receipts from the sale or rental of transponders, as well as fines and penalties and interest thereon collected as a result of a failure to pay any such amounts, (b) proceeds of insurance payable to or received by SBCTA with respect to the SBCTA I-15 Express Lanes (Contract 1) (whether by way of claims, return of premiums, ex gratia settlements or otherwise), including proceeds from business interruption insurance and loss of advance profits insurance, except for proceeds of fire and other casualty insurance, (c) proceeds of any condemnation awards with respect to the SBCTA I-15 Express Lanes (Contract 1) except to the extent actually applied or reserved for application to replacement of the SBCTA I-15 Express Lanes (Contract 1), and (d) any other incidental or related fees or charges; but excluding therefrom cash advances representing deposits against future toll payments from users or potential users of the SBCTA I-15 Express Lanes (Contract 1). Notwithstanding the forgoing, SBCTA and TCA acknowledge that the revenues identified in subsections (b) and (c) of the definition of SBCTA I-15 Express Lanes (Contract 1) gross toll revenue would be paid to or received directly by SBCTA and are not collected or received by TCA pursuant to this Agreement.
 - ii. SBCTA will notify TCA upon the retirement of the RCTC I-15 TIFIA loan agreement. SBCTA acknowledges and agrees that after SBCTA notifies TCA of the retirement of the RCTC I-15 TIFIA loan agreement, TCA shall have no obligation, duty, or liability associated with any past or future deposit requirement of gross toll revenues pursuant to subdivision (a) of this Section 10.7.1.

- b) Upon satisfaction of the annual toll revenue transfer amount as defined in Exhibit B to the RCTC I-15 Trustee, transfer of revenue to SBCTA shall occur as outlined in Section 10.1.6.

11. CONFLICT RESOLUTION

SBCTA and TCA agree to work cooperatively to resolve any concerns of either Party. Should a disagreement arise under this Agreement the Parties agree, in the first instance, to attempt to resolve the claim or dispute within a reasonable period of time through good faith negotiation between each Parties' director of toll operations. Either Party may elevate the dispute to or for negotiation and decision by the executive officer of each Party. Each Party shall prepare and provide to the executive officers a written statement of the dispute, and supporting documents with respect to the dispute. In no event shall work be stopped in the event of a claim or dispute, except for reasons of public health or safety or where it is absolutely necessary to first resolve the dispute in order to be able to continue performance of a Party's obligations under this Agreement. If the executive officers are unable to agree, the matter shall be decided by the Chief Executive Officer of TCA ("TCA CEO") and SBCTA shall comply with such decision within 30 days following its issuance.

Notwithstanding the foregoing, if SBCTA does not agree with the TCA CEO's decision, SBCTA may, within 10 days following receipt of such decision, demand that the issue be submitted to mediation for resolution. If SBCTA fails to comply with the TCA CEO's decision within 30 days following SBCTA's receipt of the written decision, then TCA may, within 10 days following expiration of said 30-day period, demand that the issue be submitted to mediation for resolution. The mediator for any mediation under this Section 11 shall be selected by mutual agreement of the parties, provided that if the parties are unable to agree within fourteen days following demand by either party for mediation, then each party shall select a mediator and the two mediators shall select the final mediator. The parties shall share equally in the cost of any mediation, and said mediation shall be completed within 90 days following demand by SBCTA or TCA. If the matter cannot be settled by mediation within said 90 days, then SBCTA or TCA may pursue any appropriate judicial remedies, and SBCTA may provide notice and specify a termination date per Section 12.5 of this Agreement that provides SBCTA with a reasonable amount of time to procure alternative Toll Services. Neither SBCTA nor TCA may initiate any judicial proceeding or provide notice of termination unless and until said party has exhausted its obligation to mediate pursuant to this Section 11, unless injunctive, provisional or other equitable judicial relief is necessary to prevent irreparable injury.

12. GENERAL MATTERS

12.1 Indemnification and Liability.

- 12.1.1 Subject to the limitation in Section 10.1.8 it is understood and agreed that, pursuant to Government Code Section 895.4, TCA 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) ("Claims") (i) occurring exclusively with respect to Transactions on

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the TCA's Toll Facilities or toll processing and collection activities with respect to such Transactions, and/or (ii) occurring by reason of TCA's gross negligence or willful misconduct, or the gross negligence or willful misconduct of TCA's officers, directors, member agencies, and employees, under or in connection with any work, authority or jurisdiction delegated to TCA under this Agreement, but excluding any Claims with respect to which SBCTA is obligated to indemnify TCA pursuant to Section 12.1.2(i), and (iii) by reason of TCA's negligence, or the negligence of TCA's officers, directors, employees, agents or contractors (excluding SBCTA), that results in a violation of Streets and Highways Code Section 31490 with respect to the PII of Customers regarding their use of the SBCTA Toll Facilities.

- 12.1.2 It is understood and agreed that, pursuant to Government Code Section 895.4, SBCTA shall fully defend, indemnify and save harmless TCA, its officers, directors, member agencies, employees or agents from all Claims (i) occurring exclusively with respect to Transactions on SBCTA's Toll Facilities or toll processing and collection activities with respect to such Transactions, or (ii) occurring by reason of SBCTA's gross negligence or willful misconduct, or the gross negligence or willful misconduct of its officers, directors and employees, under or in connection with this Agreement, or (iii) occurring by reason of SBCTA's negligence, or the negligence of SBCTA's officers, directors, employees, agents or contractors (excluding TCA), that results in a violation of Streets and Highways Code Section 31490 with respect to the PII of Customers regarding their use of the TCA Toll Facilities, or occurring with respect to Transactions on SBCTA's Toll Facilities.
- 12.1.3 In the event of any Claim involving Transactions on both TCA Toll Facilities and SBCTA Toll Facilities (including Claims alleging that the collection, use, storage or disclosure of Customer PII or other information collected by the Toll Facilities of other aspects of the Toll Services are conducted in a manner that violates applicable Law), the Parties will confer and determine which Party shall be the lead for such litigation with counsel of its choosing, subject to the reasonable approval of the other Party. Each Party shall be entitled to settle on its own behalf such Claims as they pertain to Transactions on its respective Toll Facility. Joint settlement shall require the approval of both Parties. The cost of any such joint settlement, including the cost of the litigation shall be allocated between the Parties based on their respective proportionate shares of the Transactions involved in such Claim.
- 12.1.4 Neither Party shall be liable to the other Party for any consequential, special, incidental or indirect damages, except to the extent a Claim asserted against either TCA or SBCTA by a third-party seeks an award of any such damages, and TCA or SBCTA (as the case may be) is entitled to indemnity from the other Party for such Claim.
- 12.1.5 The obligations under this Section 12.1 shall survive the termination or expiration of this Agreement.

12.2 Insurance.

12.2.1 Toll Services Contracts. TCA shall cause the Toll Services Contractors to add SBCTA as an additional insured on insurance policies that the Toll Services Contractors are required to provide under their respective Toll Services Contracts. If TCA is unable to amend the Toll Services Contracts to require the Toll Services Contractors to add SBCTA as an additional insured prior to the commencement of Toll Services for SBCTA, then at SBCTA's option, SBCTA may terminate this Agreement, or in writing waive or modify one or more of the requirements in this Paragraph 12.2. SBCTA shall require any SBCTA contractor provided with access to PII to provide cyber liability insurance in an amount reasonably acceptable to TCA, and to name TCA as an additional insured. Each party shall provide the other with certificates and endorsements evidencing such additional insured status as required hereunder.

12.2.2 TCA and SBCTA Insurance Requirements. TCA and SBCTA shall each procure and maintain during the term of this Agreement insurance compliant with at least the following minimum scope and amount of coverage:

- a. **Commercial General Liability (CGL)**: Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- b. **Cyber Liability Insurance**: Each entity shall maintain limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by each entity in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

12.2.3 Other Insurance Provisions. The insurance policies required in Section 12.2.2 shall contain, or be endorsed to contain, the following provisions:

- a. **Additional Insured Status**. Each of TCA and SBCTA and their respective officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of the insured's negligence. General liability coverage can be provided in the form of an endorsement (at least as broad as ISO Form CG 20 10

11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

- b. **Primary Coverage.** For any claims related to insured's negligence, insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the insured, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the other party, its officers, officials, employees, or volunteers shall be excess of the insured's insurance and shall not contribute with it.
 - c. **Notice of Cancellation.** Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the other party.
 - d. **Waiver of Subrogation.** TCA and SBCTA each grant the other Party a waiver of any right to subrogation which any insurer of such Party may acquire against the other Party by virtue of payment of any loss under such insurance related to its own employees.
- 12.2.4 Acceptability of Insurers. Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII.
- 12.2.5 Claims Made Policies. If any of the required policies provide claims-made coverage:
- a. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of the Start-Up Period.
 - b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after termination of this Agreement.
 - c. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the beginning of the Start-Up Period, the Party who was responsible to provide the policy must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.
- 12.2.6 Verification of Coverage. Each Party shall furnish the other Party with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the other Party before Toll Services commence on the Express Lanes.
- 12.3 Termination. The Parties may terminate this Agreement in whole or in part as follows:
- 12.3.1 Termination for Convenience. Unless expressly provided herein, neither Party shall have the right to terminate this Agreement for convenience for the first three (3) years following the Opening Day. Following such period, either Party shall have the right to terminate this Agreement, in whole or in part, for convenience of the terminating Party, after providing one (1) year's prior written notice of termination to the other Party.

12.3.2 Termination for Cause.

- a. **Default.** Failure or delay by either Party to perform any material term or provision of this Agreement shall constitute a default.
- b. **Notice of Default.** The non-defaulting Party shall give written notice of default to the Party in default, specifying the default complained of by the non-defaulting Party. Except as otherwise expressly provided in this Agreement, any failures or delays by either Party in asserting any of its rights or remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies. Delays by either Party in asserting any of its rights and remedies shall not deprive either Party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.
- c. **Failure to Cure.** In the event that the defaulting Party fails to commence to cure, correct or remedy a default within thirty (30) calendar days following receipt of written notice, or thereafter fails to diligently complete such cure, correction or remedy, the non-defaulting Party may exercise all rights and remedies available at law or in equity, including the right to seek damages, seek specific performance or other injunctive or equitable relief and/or terminate this Agreement through a written notice of termination, the effective date of which shall be no less than ninety (90) days from the date of the notice. Disputes regarding the existence of a default (but not the remedies that the non-defaulting Party may exercise as a result of such default) that may give rise to termination under this section shall be subject to the dispute resolution provisions set forth in Section 11 of this Agreement. The exercise of a Party's rights and remedies shall be cumulative with the exercise of other rights and remedies. Notwithstanding anything contained in this paragraph, neither Party shall have the right to terminate this Agreement while the subject of such termination is in the process of review pursuant to the dispute resolution procedures contained in this Agreement.
- d. Notwithstanding the foregoing, no opportunity to cure shall be required, and SBCTA may immediately terminate this Agreement and exercise any other remedies set forth in (c) above under the following circumstances:
 - (i) In the case of any fraud or willful misconduct by TCA, its officials, officers, employees, agents, Toll Services Contractors, or any other contractors, provided, that if the acts or omissions constituting such fraud or willful misconduct were committed by any employee(s) (other than management) or contractor(s), and within fifteen (15) business days after receiving notice of such acts or omissions TCA removes the employee(s) and/or contractor(s) in question and pays in full restitution to SBCTA, then such action shall not be deemed a default subject to immediate termination; or

- (ii) If any material impairment of Toll Services with respect to this Agreement for twenty (20) days occurs (whether consecutive or nonconsecutive) in any six (6) calendar month period due to the act or omission of TCA, its officials, officers, employees, agents, Toll Services Contractors, or any other contractors, unless the impairment shall have been expressly authorized or directed by SBCTA.

- 12.4 Cooperation Prior to Termination. Prior to the effective date of a termination either for cause or for convenience, the Parties shall cooperate in good faith to facilitate the transfer of services, agreements, materials, software, equipment and information, as necessary for the continued successful operation by each Party of its respective Toll Facilities.
- 12.5 Term. This Agreement shall commence on the date it is executed by both Parties and shall remain in full force and effect, unless otherwise terminated as provided herein.
- 12.6 Force majeure. The failure of performance by either Party (except for payment obligations) hereunder shall not be deemed to be a default where delays or defaults are due to war; insurrection; strikes; lock-outs; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; lack of transportation; governmental restrictions; unusually severe weather; inability to secure necessary labor, materials or tools; delays of any contractor, subcontractor, railroad, or suppliers; acts of the other Party; acts or failure to act of any other public or governmental agency or entity (other than the acts or failure to act of the Parties); or any other causes beyond the control or without the fault of the Party claiming an extension of time to perform or relief from default, provided that the same materially and directly impacts such Party's ability to perform. An extension of time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the Party claiming such extension is sent to the other Party within thirty (30) days of the commencement of the cause. Times of performance under this Agreement may also be extended in writing by mutual agreement between the Parties.
- 12.7 Amendments. This Agreement may be amended at any time by the mutual consent of the Parties, or their respective successors or assigns, by an instrument in writing; however, no amendments or other modifications of this Agreement shall be binding unless executed in writing by both Parties hereto, or their respective successors or assigns.
- 12.8 Assignment of Agreement. Neither Party may assign or transfer its respective rights or obligations under this Agreement without the express written consent of the other Party. Any purported assignment or transfer by one Party without the express written consent of the other Party shall be null and void and of no force or effect.
- 12.9 Waiver. No delay or omission in the exercise of any right or remedy of a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. No consent or approval of either Party shall be deemed to waive or render unnecessary such Party's consent

to or approval of any subsequent act of the other Party. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

12.10 General Interpretation.

12.10.1 As used in this Agreement, unless otherwise specified, the term “including” shall mean including, but not limited to, or without limitation.

12.10.2 As used in this Agreement, unless otherwise specified, the terms “shall” and “will” shall have the same meaning.

12.11 Entire Agreement. This Agreement, including the attached exhibits, constitutes the entire agreement between the Parties with respect to the subject matter contained herein, and supersedes any prior term sheet and/or agreement, whether written or verbal, with respect to the subject matter herein.

12.12 Severability. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement, which shall be interpreted to carry out the intent of the Parties hereunder.

12.13 Confidentiality

12.13.1 “Confidential Information” includes:

12.13.1.1 All information (i) marked as “Confidential” or for which a similar notice has been provided to the receiving Party by the disclosing Party before, during, or promptly after disclosure of the information; or (ii) disclosed in a manner in which the disclosing Party reasonably communicated that the disclosure should be treated as confidential, whether or not the specific designation “Confidential” or any similar designation is used.

12.13.2 Confidential Information may be proprietary to TCA, SBCTA or a third-party contractor not Party to the Agreement.

12.13.3 “Confidential Information” does not include information that:

12.13.3.1 Is publicly known at the time of disclosure or later becomes publicly known through no breach of this Agreement by the receiving Party, provided that Confidential Information shall not be deemed to be publicly known merely because any part of said information is embodied in general disclosures or because individual features, components or combinations thereof are now known or may become known to the public; or

- 12.13.3.2 Was, as between the receiving Party and the disclosing Party, lawfully in the receiving Party's possession prior to receipt from the disclosing party without obligation of confidentiality or is lawfully obtained by the receiving Party from third parties whom the receiving Party reasonably believes obtained it lawfully; or
- 12.13.3.3 Is disclosed in response to a valid order of a court or other governmental body of the United States or any political subdivisions thereof, or a public records request under the Public Records Act if the Confidential Information is not determined exempt from disclosure under the Act by the disclosing Party ("Process"), to the extent of and for the purposes of such Process; provided that (i) the receiving Party immediately notifies the disclosing Party of such Process; and (ii) the receiving Party shall not produce or disclose Confidential Information in response to the Process unless the disclosing Party has: (a) requested protection from the legal or governmental authority requiring the Process and such request has been denied, (b) consented in writing to the production or disclosure of the Confidential Information in response to the Process, or (c) taken no action to protect its interest in the Confidential Information within 14 business days after receipt of notice from the receiving Party of its obligation to produce or disclose Confidential Information in response to the Process.
- 12.13.4 During the term of this Agreement, it may be necessary for one Party to this Agreement to disclose or make Confidential Information available to the other Party. The receiving Party agrees to use all such Confidential Information solely in connection with the Agreement and to hold all such information in confidence and not to disclose, publish, or disseminate the same to any third party, other than those of its directors, commissioners, officers, employees, or agents with a need to know, without the prior written consent of the disclosing Party, except as required by a court of competent jurisdiction, or as otherwise required by law. The Parties agree to take reasonable precautions to prevent any unauthorized use, disclosure, publication, or dissemination of such Confidential Information.
- 12.13.5 The Parties agree to require any agents or third parties to whom Confidential Information must be disclosed to execute a nondisclosure agreement that incorporates the substantive requirements of this Section 12.13, the terms of which will be provided in advance to the other party for review and comment. This Section 12.13 shall not apply to PII, which shall be governed in accordance with applicable law and the terms of this Agreement.
- 12.14 Governing Law. This Agreement shall be governed by the laws of the State of California.

12.15 Limitation of Each Agency's Liability. SBCTA acknowledges that the respective liabilities of the Foothill/Eastern Transportation Corridor Agency and the San Joaquin Hills Transportation Corridor Agency shall be several only and not joint, and SBCTA specifically waives the benefit of California Civil Code Section 1431. A default by either agency with respect to payment of any obligation hereunder shall constitute a default only with respect to such Agency.

12.16 Third Party Beneficiaries. No third-party beneficiaries are created by this Agreement, except that RCTC shall be an express third party beneficiary for the limited purpose of pursuing the remedy of specific performance against SBCTA or TCA with respect to the rights and obligations related to the toll revenue transfer payments to be made to the RCTC I-15 Trustee as described in Section 10.7 of this Agreement. RCTC shall otherwise have no rights or obligations under Section 10.7 or any other section of this Agreement, and none of the other provisions of this Agreement shall inure to the benefit of RCTC.

[Signatures in the following page]

DRAFT

IN WITNESS WHEREOF, the Agreement has been executed as of the last date set forth next to the signatures of the parties, below.

FOOTHILL EASTERN TRANSPORTATION CORRIDOR AGENCY

By: _____
 Title: _____
 Date: _____

SAN JOAQUIN HILLS TRANSPORTATION CORRIDOR AGENCY

By: _____
 Title: _____
 Date: _____

APPROVED AS TO FORM:

Nossaman, LLP, General Counsel, Foothill/Eastern
 Transportation Corridor Agency and San Joaquin Hills
 Transportation Corridor Agency

By: _____

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

By: _____
 Raymond W. Wolfe, Executive Director
 Date: _____

APPROVED AS TO FORM:

By: _____
 Juanda Daniel, Assistant General Counsel
 Date: _____

ACKNOWLEDGED AND AGREED:

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

By: _____

Anne Mayer, Executive Director

Date: _____

APPROVED AS TO FORM:

By: _____

Title: _____

Date: _____

DRAFT

EXHIBIT A

COST MODEL FOR TOLL OPERATIONS SERVICES¹

1. Cost Model Approach:

A Cost Model is an efficient tool to ensure that the reimbursement of costs from SBCTA for Toll Services provided by TCA, as outlined in the Agreement, are reliably calculated and financially comprehensive. The Cost Model provides a consistent methodology and approach to identify all cost components associated with providing Toll Services. The Cost Model will be used annually, as part of TCA's and SBCTA's budget development process, to establish costs and fees that will be charged to SBCTA in the subsequent fiscal year by the end of March of each fiscal year. It should be noted that the costs noted in Exhibit A refer to development of transaction costs to be applied to I-10 Contract 1. The costs to be incorporated into the Cost Model for I-15 Contract 1 will be developed prior to March 31st of the year prior to revenue service commencement for that facility.

The Cost Model approach utilizes estimated toll and Violation Transaction volumes as they are the largest influencers of costs related to customer service operations. A further approach in the Cost Model is the inclusion of a portion of TCA's indirect costs, to yield a more complete accounting of the total costs.

To demonstrate the process and cost methodology, the Demonstration Data/Costs, presented in Tables 1 through 3, are based upon TCA's Projected Transactions and budgeted costs for its fiscal year (FY) ending June 30, 2024 (FY24) and SBCTA's Projected Transactions for the Express Lanes' first year of operations, which is expected to be FY24. It is anticipated that these Projected Transactions and budgeted costs will be updated to recalculate and adjust, based upon input into the Cost Model of then-current data, the Trip Transaction-Based Fee, Violation Processing Fee, Transponder Costs, and Credit Card Processing Fees that would be applicable when the Toll Services contemplated by the Agreement are first provided, and for each ensuing year thereafter. This Demonstration Data/Costs are not meant to be all-inclusive of budgetary line items which may fall into a certain category.

TCA and SBCTA will meet periodically to review costs associated with TCA providing Toll Services to SBCTA and determine if adjustments to TCA's reimbursement are required to remain within the Parties' mutual expectations under this Agreement. Costs and fees for the period of inception of the Express Lanes' operations through June 30 of TCA's fiscal year will be based on a prorated FY budget and prorated Projected Transactions for TCA and SBCTA, subject to the Minimum Compensation. Costs and fees for subsequent fiscal years are to be established prior to the start of the fiscal year using the subsequent fiscal years' budgets and Projected Transactions for TCA and SBCTA, subject to adjustments made to the Cost Model as a result of the periodic meetings between TCA and SBCTA.

Five reimbursement costs are addressed in the Cost Model.

- 1.) Trip Transaction-Based Fee; Section 2
- 2.) Violation Processing Fee; Section 3
- 3.) Transponder Costs; Section 4
- 4.) Credit Card Processing Fee; Section 5
- 5.) Account Unsuspension Fee Revenue Credit; Section 6

DEMONSTRATION DATA/COSTS:

A. Annual Toll Transactions:

Table 1: Annual Toll Transactions

ANNUAL TOLL TRANSACTIONS	NUMBER
TCA FY24 Projected Transactions	89,432,000
SBCTA FY24 Projected Transactions	12,155,000

B. Customer Service Operating Costs:

Costs for providing and/or producing materials and services directly related to handling Customer inquiries, performing account management and processing Transactions. These costs fluctuate based on the volume of Transactions and the number of Customer Service Positions ("CSP").

Table 2: TCA FY24 Budgeted Customer Service Costs

COST DESCRIPTION	TRANSACTION RELATED	CSP-RELATED
Bank Charges	\$ 4,410	
Outgoing Correspondence Postage	\$ 521,037	
Customer Mail Courier Service	\$ 4,611	
Account/Customer Collateral Materials	\$ 169,224	
Armored Truck Service	\$ 3,000	
Interpretation Services	\$ 12,055	
Printing Services	\$ 47,767	
Customer Service Supplies		\$ 50,474
Software License & Maintenance	\$ 34,866	\$ 243,596
Total	\$ 796,970	\$ 294,070

C. Violation Processing Costs

Costs for processing, noticing and managing Violations Transactions.

Table 3: TCA FY24 Budgeted Violation Processing Costs

COST DESCRIPTION	Annual Cost
Toll Compliance Staffing Efforts	\$ 5,430,737

Person Locator Services	\$ 58,920
Violation Notice Postage	\$ 1,989,240
Violation Notice Printing	\$ 274,440
DMV Connection	\$ 92,524
Total	\$ 7,845,861

2. Trip Transaction-Based Fee Structure

The Trip Transaction-Based Fee for each Accepted SBCTA Transaction processed by TCA is summarized in Table 4 and detailed in the following sections.

Table 4: Trip Transaction-Based Fee Structure

ITEM	COST COMPONENTS	SBCTA PROJECTED ANNUAL COST
A.	Customer Service Center Staffing	\$ 1,376,369
B.	Operating Costs (Transaction-related costs)	\$ 108,319
C.	Operating Costs (CSP-related costs)	\$ 51,661
D.	Operations Management & Finance Overhead	\$ 339,798
E.	Customer Service Center Facility Overhead	\$ 187,200
F.	Insurance	\$ 146,891
G.	TTEC Key Position Allocation	\$ 137,067
Total		\$ 2,347,305
	SBCTA Projected Transactions	12,155,000
	Trip Transaction-Based Fee	\$ 0.1931

ITEM DESCRIPTIONS AND CALCULATION STRUCTURES:

A. Customer Service Center Staffing

A *Customer Service Staffing and Cost Model* ("Staffing Model") will be used to project the number of staffing hours and costs required to operate the CSC on an annual basis. The CSC staffing cost allocated to SBCTA will be calculated using the same Staffing Model to forecast customer service staffing requirements and associated labor costs for the Toll Services.

The Staffing Model projects the staffing levels and costs from the combined estimated workload inputs of 1.) daily average customer service calls; and 2.) labor hours per week for customer service work tasks. These workload inputs are estimated based on SBCTA's projected Transaction volumes.

- 1.) SBCTA's daily average calls are calculated using TCA's estimated *Transactions per call* factor and SBCTA's Projected Toll Transactions of 12,155,000 (Table 1).

Transactions per Call: The *Transactions per call* factor is derived using TCA FY projected annual calls, 969,903 in FY24, and TCA's Projected Transactions, 89,432,000 in FY24 (Table 1), resulting in a projection of **92.21 Transactions per call**. Applying SBCTA's Projected Transactions, SBCTA's projected annual calls are 131,823, equating to 38,304 annual hours. This average will be recalculated prior to starting the Toll Services and as part of the annual budgeting process using TCA/SBCTA actual calls received and TCA/SBCTA's combined actual Transactions, compared against SBCTA's Projected Transactions for the upcoming fiscal year.

- 2.) SBCTA's weekly labor hours for customer service tasks are calculated using the *Transactions per hour* factor and SBCTA's Projected Transactions of 12,155,000 (Table 1).

Transactions per Hour: The *Transactions per hour* factor will be derived using TCA's annual projected aggregate hours required for customer service work tasks; as determined by the Staffing Model is 108,398 in FY24; and Projected Transactions, 89,432,000 in FY24, resulting in **825.03 Transactions per hour**. SBCTA's projected annual hours associated with customer service tasks are 14,622. These weekly hours will be allocated across the various customer service tasks using the most recent annual ratios based on actual work performed. This factor and the allocation will be recalculated prior to starting the Toll Services and as part of the annual budgeting process using TCA/SBCTA's actuals and TCA/SBCTA's combined actual Transactions, compared against SBCTA's Projected Transactions for the upcoming fiscal year.

The cost allocation to SBCTA will be derived from the Staffing Model by applying *Transactions per call* and the allocation of the *Transactions per hour* factor as described above.

TCA utilizes the projected transactions for SBCTA and TCA to estimate the projected calls and projected task hours for input into the Staffing Model to estimate the staffing requirements of the CSC. The Staffing Model then produces customer service center staffing cost estimates for the fiscal year, which will be used to allocate costs to SBCTA for the number of estimated CSR's needed for SBCTA activity. Using the FY24 data presented above as an example, SBCTA's projected CSP allocation equates to 26 full time equivalents (FTE).

SBCTA's cost allocation will be recalculated prior to starting the Toll Services and as part of the annual budgeting process using budgeted CSC staffing costs and TCA and SBCTA Projected Transactions for the upcoming fiscal year.

B. Operating Costs (Transaction-related Costs)

SBCTA's cost per transaction will be calculated on an annual basis prior to March 31st of each year for use the following fiscal year using the *cost per transaction* factor and SBCTA's Projected Transactions.

Cost per Transaction: TCA identified Customer Service Operating Costs that fluctuate based on the volume of Transactions. The FY24 budget for these costs totaled \$796,970 (Table 2). TCA's Transaction volume is 89,432,000, resulting in an estimated **\$ 0.0089** *cost per transaction*. SBCTA's cost allocation will be calculated using the *cost per transaction* multiplied by SBCTA's Projected Transactions.

Table 5: Transaction-related Costs

TCA Customer Service Operating Costs (Total Transaction-related Costs (Table 2))	\$ 796,970
TCA Transactions (Table 1)	89,432,000
TCA Cost per Transaction	\$ 0.0089
SBCTA Projected Transactions	12,155,000
SBCTA Projected Transaction Related Operating Costs	\$108,319

C. Operating Costs (CSP-related Costs)

SBCTA's cost per CSP will be calculated on an annual basis using the *cost per CSP* factor and SBCTA's projected CSPs, as projected by the Staffing Model, inclusive of leads, supervisors plus other designated classifications/positions.

Cost per CSP: TCA identified Customer Service Operating costs that fluctuate per the number of customer service positions. The *cost per CSP* factor is derived by using TCA's projected 148 FTEs in FY24 and the aggregate of Customer Service Operating costs that support a customer service position, \$294,070 (Table 2); resulting in a **\$1,986.96** *cost per CSP*.

Table 6: CSP-related Costs

TCA Customer Service Operating Costs (CSP-related Costs) (Table 2)	\$ 294,070
TCA CSP	148
TCA Allocated Cost per CSP	\$ 1,986.96
SBCTA Projected CSPs	26
SBCTA Projected CSP-related Operating Costs	\$ 51,661

D. Operations Management and Finance Overhead

TCA and SBCTA identified TCA staff positions within Operations Management, Finance and Marketing, whose efforts will be impacted by and mutually beneficial to the management and administrative-related requirements specified within the Agreement. SBCTA's allocated overhead expense associated with these staff positions is calculated on an annual basis using the *overhead per Transaction* factor and SBCTA's Projected Transactions (12,155,000).

Overhead Cost per Transaction: The *overhead cost per Transaction* factor is derived by using TCA's fully burdened cost for TCA staff positions (FY24 - \$ 2,500,111), and TCA's Toll Transactions, (FY24 – 89,432,000, Table 1); resulting in **\$0.027** per Transaction and SBCTA's allocated cost of \$ 339,798.

SBCTA's cost allocation will be recalculated prior to starting the Toll Services using TCA's budgeted costs for the staff positions, and TCA's and SBCTA's projected Transactions to allocate TCA's budgeted costs on a per transaction basis.

E. Customer Service Center Facility Overhead

TCA and SBCTA agree that SBCTA's customer service center facility overhead expense will be calculated on an annual basis using an estimated rate of \$3.00 per square foot and an assumed average of 200 square feet per CSP, inclusive of utilities, equipment, and other infrastructure. Prior to and after the start of Toll Services to incorporate the then most recent market rates and consideration for the other elements included in this cost allocation.

Facility Overhead Allocation: \$3.00 square foot at 200 square feet per CSP with 26 projected CSPs equates to \$7,200/CSP annually, or \$187,200 total annually.

F. Insurance

SBCTA's allocation for insurance cost will be determined on an annual basis using TCA's budgeted costs for insurance coverages unrelated to its on-road infrastructure, to determine the per Transaction insurance cost. SBCTA's cost allocation will be recalculated prior to starting the Toll Services and as part of the annual budgeting process using TCA's budgeted costs and TCA's and SBCTA's Projected Transactions.

Insurance Allocation: SBCTA's allocation of insurance cost is calculated as TCA budgeted costs (FY24 - \$ 1,080,769) divided by TCA Projected Transactions (89,432,000) multiplied by SBCTA Projected Transactions (12,155,000) which equates to \$ 146,891.

G. TTEC Key Position Allocation

SBCTA's allocation for key TTEC (formerly Faneuil) will be determined on an annual basis by using TCA's budgeted cost for TTEC key positions to determine the per Transaction TTEC key position cost. SBCTA's cost allocation will be recalculated prior to starting the Toll Services

and as part of the annual budgeting process using TCA's budgeted costs and TCA's and SBCTA's Projected Transactions.

TTEC Key Position Allocation: SBCTA's allocation of TTEC key position cost is calculated as TCA budgeted costs (FY24 - \$ 1,008,488) divided by TCA Projected Transactions (89,432,000) multiplied by SBCTA Projected Transactions (12,155,000) which equates to \$ 137,067.

3. Violation Processing Fee

Fee for each SBCTA Transaction that is processed as a Violation.

Table 7: Violation Processing Fee Structure

ITEM	COST COMPONENTS	COST
A.	FY24 Budgeted Violation Processing Costs (Table 3)	\$ 7,845,861
	TCA FY24 Violation Transactions	4,036,813
	Violation Transaction-Based Fee	\$ 1.94

ITEM DESCRIPTIONS AND CALCULATION STRUCTURES:

- A. The Violation processing fee is determined using TCA's estimated cost *per Violation Transaction*.

Cost per Violation Transaction: The *cost per Violation Transaction* will be calculated using TCA's budgeted Violation Processing costs, (FY24 - \$7,845,861, Table 3) and TCA's Violation Transactions, (FY24 - 4,036,813); resulting in **\$1.94 per Violation Transaction**.

Prior to the start of the Toll Services, this fee will be recalculated using TCA's projected Violation Transactions and budgeted costs. After the Toll Services have started, this fee will be recalculated as part of TCA annual budget process using TCA/SBCTA's budget for Violation processing; and TCA's and SBCTA's combined projection for Violation Transactions.

4. Transponder Costs

SBCTA's Transponder cost is a direct pass-through cost. SBCTA shall reimburse TCA for the applicable costs, depending on the Transponder type, of newly assigned Transponders. The Parties will determine and agree upon the appropriate allocation method prior to the Start-up Period. SBCTA shall not reimburse TCA for Transponder Costs for transponders that are sold to a customer.

5. Credit Card Processing Fee

SBCTA shall be invoiced for credit card processing fees on a monthly basis. The amount allocated to SBCTA shall be calculated within 30 days following the end of each month as the total revenue transferred to SBCTA for the month (gross tolls, fees, and penalties) multiplied by TCA's average credit card processing rate. TCA shall calculate the average credit card processing rate on an annual basis using the reports provided by TCA's credit card processors, and this rate will be used for the subsequent fiscal year and adjusted for any changes in rates for the subsequent fiscal year.

6. Account Unsuspension Fee Revenue Credit

SBCTA's portion of Account Unsuspension Fee revenue will be determined as the total amount of Account Unsuspension Fees collected from FasTrak® accountholders that is proportional to the amount of tolls due on the suspended account that is attributable to SBCTA toll transactions at the time the Account Unsuspension Fee is collected. Within 30 days following the end of each month, TCA will reconcile SBCTA's portion of the Account Unsuspension Fees collected for the month. TCA will then issue a credit to SBCTA for all funds attributable to SBCTA. The credit will appear as a reduction of the Credit Card Processing Fees on the monthly invoice submitted to SBCTA by TCA.

7. TCA CSC Contractor Incentive/Disincentive Sharing

In the event TCA is assessed disincentive deductions or incentive costs related to TCA's CSC Contractor's performance targets, SBCTA will be assessed a portion of the net deduction/cost proportional to the volume of SBCTA's transactions as a percentage of total transactions processed by TCA's Toll Services Contractors. Within 30 days following the end of each Agreement year during the term, TCA shall reconcile the performance incentive costs incurred by TCA and any disincentive deductions assessed and recouped by TCA in conjunction with work performed by the CSC Contractor. The amount allocated to SBCTA shall be calculated as the total net incentive amount or net disincentive amount multiplied by SBCTA's portion of the total transactions processed for the fiscal year. The net incentive amount shall be invoiced to SBCTA or

the net disincentive amount shall be remitted to SBCTA within 30 days of reconciliation. Notwithstanding the foregoing, TCA shall have no obligation to remit a net disincentive amount to SBCTA to the extent that TCA's compensation (after accounting for the disincentive amount) is less than the minimum compensation set forth in Section 10.3. For purposes of this calculation, the first Agreement year will start on the first July 1 after the end of SBCTA's Start-up Period and will end on the following June 30.

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¹ Note: Calculations in this Exhibit A for FY 2024 shall be recalculated for each fiscal year during the Term in accordance with the methodology set forth in this Exhibit A.

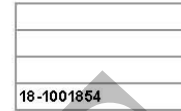
EXHIBIT B
TOLL REVENUE TRANSFER TABLE (2021 \$)

TOLL REVENUE TRANSFER TABLE April 15, 2022			
Fiscal Year	TABLE 1 - T&R Modelled approach (2021\$) -	Fiscal Year	TABLE 1 - T&R Modelled approach (2021\$) -
2026	\$954,986	2051	\$1,279,321
2027	\$993,275	2052	\$1,292,834
2028	\$1,036,069	2053	\$1,305,222
2029	\$1,046,205	2054	\$1,317,610
2030	\$993,275	2055	\$1,331,124
2031	\$935,841	2056	\$1,344,638
2032	\$926,832	2057	\$1,358,152
2033	\$908,813	2058	\$1,371,666
2034	\$884,037	2059	\$1,385,180
2035	\$917,822	2060	\$1,399,820
2036	\$976,383	2061	\$1,413,334
2037	\$994,401	2062	\$1,426,848
2038	\$1,012,420	2063	\$1,442,614
2039	\$1,031,565	2064	\$1,456,128
2040	\$1,050,710	2065	\$1,470,768
2041	\$1,069,854	2066	\$1,485,408
2042	\$1,090,125	2067	\$1,500,048
2043	\$1,110,396	2068	\$1,514,688
2044	\$1,130,667	2069	\$1,530,455
2045	\$1,150,938	2070	\$1,547,347
2046	\$1,172,335		
2047	\$1,193,732		
2048	\$1,215,129		
2049	\$1,238,779		
2050	\$1,261,302		

Note 1: Fiscal year is defined from July 1 through June 30. For example, FY 2027 is defined as July 1, 2026, through June 30, 2027.

Note 2: SBCTA will provide TCA with escalation that will be applied to the values above in Table 1 to obtain the fiscal year revenue transfer payment prior to June 15 of the preceding fiscal year.

Invoice



Packet Pg. 412

Minute Action

AGENDA ITEM: 23

Date: September 6, 2023

Subject:

Interstate 10 Corridor Freight and Express Lanes Project - Contract 1 Traffic Enforcement Services Agreement with the California Highway Patrol

Recommendation:

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

A. Approve Agreement No. 23-1002972 with the California Highway Patrol for Interstate 10 Corridor Freight and Express Lanes Project – Contract 1 Traffic Enforcement Services in an amount not-to-exceed \$1,500,000 with a contract term through September 7, 2028; and authorize the Executive Director, or his designee, to execute the final agreement subject to approval as to form by SBCTA General Counsel.

B. Approve a contingency for a not-to-exceed amount of \$150,000 for Agreement No. 23-1002972; and authorize the Executive Director, or his designee, to release contingency as necessary for the Project Traffic Enforcement Services.

Background:

On January 4, 2018, San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board) approved a Toll Facility Agreement (TFA) with the California Department of Transportation (Caltrans) granting SBCTA a lease of the state highway right-of-way for the operation and maintenance of the SBCTA Interstate 10 Corridor Freight and Express Lanes Project - Contract 1. Under the TFA, SBCTA is obligated to provide and pay for express lanes facilities law enforcement services.

A critical element to ensuring express lanes toll revenue goals are met is the enforcement of toll policies and toll violations. The proposed express lanes toll policies provide free tolls to high occupancy vehicles with three or more occupants (HOV 3⁺). Vehicles that are eligible for the HOV 3⁺ discount set their FasTrak[®] switchable transponder to 3⁺. Toll gantries are equipped with enforcement beacons that indicate the occupancy setting of a switchable transponder in the vehicle.

To discourage vehicles with less than three occupants from self-declaring as HOV 3⁺ and receiving discounted tolls, California Highway Patrol (CHP) officers will visually observe the enforcement beacon and number of occupants in the vehicle and issue citations to drivers who falsely declare as HOV 3⁺. In addition to occupancy enforcement, CHP will enforce other facility violations such as speeding, crossing in and out of the express lanes outside of the designated ingress/egress zones and vehicles with more than two axles. SBCTA staff will work closely with CHP to review monthly citation reports and adjust enforcement and deterrent tactics as appropriate.

The proposed agreement is a time and materials agreement that will be managed through the scheduling of CHP activity to ensure enforcement during peak periods when the loss of revenue would be the highest for HOV 3⁺ violations. The estimated annual contract value is \$300,000 for a five-year not-to-exceed amount of \$1,500,000.

Entity: San Bernardino County Transportation Authority

Board of Directors Agenda Item

September 6, 2023

Page 2

Financial Impact:

This item is consistent with the Fiscal Year 2023/2024 Budget under Task No. 0750 Express Lanes Operations, Sub-Task No. 0823 I-10 Corridor Phase 1.

Reviewed By:

This item was reviewed and recommended for approval (15-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on August 10, 2023. SBCTA General Counsel and Risk Manager have reviewed this item and the draft agreement.

Responsible Staff:

Philip Chu, Chief of Toll Operations

Approved
Board of Directors
Date: September 6, 2023

Witnessed By:

Contract No.: 23-1002972 Amendment No.: _____

Contract Class: Payable Department: Toll Operations

Vendor No.: 00493 Vendor Name: California Highway Patrol

Description: I-10 Express Lanes Enforcement Contract CHP 23R855000

List Any Related Contract Nos.: _____

Dollar Amount							
Original Contract		\$	1,500,000.00	Original Contingency		\$	150,000.00
Prior Amendments		\$	-	Prior Amendments		\$	-
Prior Contingency Released		\$	-	Prior Contingency Released (-)		\$	-
Current Amendment		\$	-	Current Amendment		\$	-
Total/Revised Contract Value		\$	1,500,000.00	Total Contingency Value		\$	150,000.00
	Total Dollar Authority (Contract Value and Contingency)					\$	1,650,000.00

Board of Directors	Date: 09/06/2023	Board	Item # 9876
Contract Management (Internal Purposes Only)			

Board of Directors

Date: 09/06/2023

Board

Item # 9876

Contract Management (Internal Purposes Only)

Other Contracts

Sole Source? Yes

No Budget Adjustment

Local

Services

N/A

[illegible]

Philip Chu

Tim Byrne

Project Manager (Print Name)

Task Manager (Print Name)

Additional Notes: Enforcement start date will change based on the opening date of the Express Lanes.

DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

Business Services Section
 Contract Services Unit
 601 N. 7th Street
 Sacramento, CA 95811
 (916) 843-3610
 (800) 735-2929 (TT/TDD)
 (800) 735-2922 (Voice)



July 21, 2023

San Bernardino County Transportation Auth.
 1170 W. Third Street, 2nd Floor
 San Bernardino, CA 92410

Subject: Agreement Number 23R855000-0

Congratulations, you have been awarded the agreement. Please complete the following marked item(s) and return to the above address within ten (10) business days:

- ☒ STD. 213, Standard Agreement with attached exhibits. Sign the first page of the STD. 213 and return back to Contract Analyst.
- ☐ STD. 213A, Standard Agreement Amendment. Sign the first page of the STD. 213A, sign the additional single STD. 213A, and return both copies.
- ☐ STD. 210, Short Form Contract. Sign and return both copies.
- ☐ STD. 204, Payee Data Record. Complete and return.
- ☒ CCC, Contractor Certification Clauses. Complete and return.
- ☒ Obtain and forward the liability insurance certificate required by the terms of the Agreement.
- ☐ Resolution, motion, order, or ordinance from the local governing body authorizing this Agreement. STD.
- ☐ 807, Payment Bond. Complete and return one copy.
- ☐ CHP 28, Voluntary Statistical Data. Complete and return.
- ☐ CHP 78V, Conflict of Interest & CHP 116, Darfur Certification
- ☐ Letter of Agreement. Sign and return both copies.

Contract status.

- ☐ The enclosed agreement is signed on behalf of the Department of California Highway Patrol. Process and when approved, return an original to this office.
- ☐ The enclosed approved agreement is for your records. You are now authorized to provide services.

KELLIE AU
 Contract Analyst

Enclosures

Safety, Service, and Security



An Internationally Accredited Agency

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

 AGREEMENT NUMBER
 23R855000 / 23-1002972

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

09/06/2023

THROUGH END DATE

09/07/2028

3. The maximum amount of this Agreement is:

\$1,500,000.00 (One Million Five Hundred Thousand 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	1

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 W. 3rd Street, 2nd Floor

CITY

San Bernardino

STATE

CA

ZIP

9241

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of California Highway Patrol

CONTRACTING AGENCY ADDRESS

601 North 7th Street

CITY

Sacramento

STATE

CA

ZIP

9581

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full-time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations,

or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

EXHIBIT A (Standard Agreement)

SCOPE OF WORK

1. The Contractee, San Bernardino County Transportation Authority (SBCTA) agrees to reimburse the Department of California Highway Patrol (CHP) for costs associated with the I-10 Express Lanes traffic enforcement services during peak commute hours, support from uniformed and non-uniformed personnel for the gathering, preparation, processing and submission of enforcement related documents, statistical data, billing and additional documents as required related to enforcement provided by the CHP Rancho Cucamonga Area office.

2. 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 CHP Contract Coordinator and SBCTA. Any changes to the proposed plan such as additional hours, dates, and sites for traffic enforcement can be requested and/or on an "as needed" basis and must be mutually agreed upon by the local CHP command and SBCTA.

3. The project representatives during the term of this agreement will be:

STATE AGENCY		CONTRACTEE	
Department of California Highway Patrol		San Bernardino County Transportation Authority	
NAME		NAME	
Sgt. Dan Howard, Rancho Cucamonga Area office		Phillip Chu, Toll Operations	
TELEPHONE NUMBER	EMAIL	TELEPHONE NUMBER	EMAIL
909-980-3994	dhoward@chp.ca.gov	909-884-8276	pchu@gosbcta.com
Direct all inquiries to:			

STATE AGENCY		CONTRACTEE	
Department of California Highway Patrol		San Bernardino County Transportation Authority	
SECTION/UNIT			
Business Services Section/Contract Services Unit			
ATTENTION			
Kellie Au, Contract Analyst			
ADDRESS		ADDRESS	
601 North 7 th Street Sacramento, CA 95811		1170 W. 3 rd Street, 2 nd Floor San Bernardino, CA 92410	
TELEPHONE NUMBER	EMAIL	TELEPHONE NUMBER	
(916) 843-3610	Kellie.au@chp.ca.gov	909-884-8276	

**EXHIBIT A
(Standard Agreement)**

SCOPE OF WORK *(Continued)*

5. Detailed description of work to be performed:
- A. CHP Rancho Cucamonga Area office shall provide CHP officer(s) with vehicles and coordinate all traffic enforcement. Should the CHP Rancho Cucamonga Area be unable to fill the necessary staffing, the shortage of CHP Officers will be utilized from out-of-Area uniformed personnel.
 - B. The traffic enforcement service 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 SBCTA 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 the CHP officer(s) has reported to the assigned location and has worked less than four (4) hours, SBCTA 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 the CHP officer(s) report(s) to the assigned service location and if for any reason CHP reassigns the officer(s) away from the service location, SBCTA 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.
6. CANCELLATION
- A. SBCTA shall not be charged for service cancellations made more than 24 hours prior to the scheduled assignment.
 - B. SBCTA agrees that if service cancellation is made within 24 hours prior to the scheduled assignment and the assigned CHP officer(s) cannot be notified of such service cancellation, a minimum of four (4) hours overtime shall be charged for each assigned CHP officer.
 - C. SBCTA agrees that if service cancellation is made within 24 hours prior to the scheduled assignment and CHP officer(s) is notified of such service cancellation, SBCTA shall only be charged a short notice service cancellation fee of \$50.00 per assigned CHP officer(s).
 - D. 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.
 - E. 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. The CHP shall provide SBCTA with an itemized invoice which details all CHP costs for traffic enforcement services under this Agreement. This invoice shall include the following:

Monthly itemized invoices will be submitted to:

San Bernardino County Transportation Authority
1170 W. 3rd Street, 2nd Floor
San Bernardino, CA 92410

SBCTA agrees to pay CHP within thirty (30) days after the date of the invoice.

- B. In consideration for the traffic control services contained herein, SBCTA agrees to reimburse the CHP upon receipt of an itemized invoice. SBCTA agrees to reimburse the CHP for **the actual costs incurred** 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, SBCTA agrees to pay the increased rate. The following information are the CHP officer and sergeant overtime rates effective Fiscal Year 22/23, until superseded:

<u>CLASSIFICATION</u>	<u>OVERTIME RATE</u>
CHP Officer	\$ 113.58 per hour
CHP Sergeant	\$ 138.18 per hour
M/C Officer	\$ 118.10 per hour
M/C Sergeant	\$ 143.68 per hour
CHP Automobile	\$ 1.51 per mile
CHP Motorcycle	\$ 1.43 per mile

EXHIBIT C

General Terms and Conditions (GTC 04/2017)

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).)

**EXHIBIT D
(Standard Agreement)**

SPECIAL TERMS AND CONDITIONS

1. The CHP and SBCTA 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 SBCTA, 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 SBCTA or such need for repair or replacement of property arises directly from SBCTA 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 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.

Minute Action

AGENDA ITEM: 24

Date: September 6, 2023

Subject:

Transportation Development Act Article 3 Annual Update: Fiscal Year 2022/2023

Recommendation:

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

- A. Allow Fiscal Year (FY) 2021/2022 projects to proceed where approved guideline update requiring expenditure within the first year was not met..
- B. Extend the deadline for the Town of Apple Valley FY 2019/2020 Bus Turnout at Bear Valley Road and Navajo Road Transportation Development Act (TDA) Article 3 award from December 31, 2023 to December 31, 2024 (originally December 31, 2022).
- C. Extend the deadline for the City of Rancho Cucamonga FY 2019/2020 Day Creek Channel Bike Trail TDA Article 3 award from December 31, 2023 to December 31, 2024 (originally December 31, 2022).
- D. Allow Omnitrans to modify the scope of work for their FY 2021/2022 Transit Stop Improvements TDA Article 3 award to include comparable improvements to be completed at alternate, yet-to-be-determined locations upon written approval by the SBCTA Transit Manager.

Background:

San Bernardino County Transportation Authority (SBCTA) oversees the disbursement of 2% of the Local Transportation Funds (LTF) made available to counties and cities for facilities for the exclusive use of pedestrians and bicyclists, known as the Transportation Development Act (TDA) Article 3 Program. In August 1999, the SBCTA Board of Directors (Board) approved a policy that 20% of the Article 3 program would be made available for projects that improve access to transit stops for pedestrians and persons with disabilities. The remaining 80% would be available for pedestrian and bicycle projects.

Over the years, SBCTA has had to modify the guidelines employed to disburse these funds to the different agencies throughout the county as needs changed and lessons were learned. These guidelines were last updated by the Board on May 3, 2023. One modification aimed at ensuring projects are completed as originally scoped is to require submittal of an annual Progress Report. By definition, “progress” is to be measured by the expenditure of funds within one year of award notification and awarding a construction contract for construction awards within three full fiscal years. The approved regulation that applies to all active awards stipulates that:

- a) If the recipient is unable to demonstrate that funds have been expended in the first year, then those funds will be automatically rescinded and provided to the next highest scoring application within the same award category.
- b) Additionally, funds will be rescinded for construction projects in cases where a construction contract has not yet been awarded within three full fiscal years. Since the completion deadline for all awards is roughly three years after issuance, the expectation is that a contractor will have been selected within the three full fiscal years at a minimum.

Entity: San Bernardino County Transportation Authority

Upon Board approval, all active award recipients will be notified of these guidelines and subject to rescission if appropriate actions have not been taken to progress the project.

All active award recipients were notified of the new requirements during the collection of project updates in preparation for this Fiscal Year (FY) 2022/2023 Annual Report. As this is a new regulation, the majority of FY 2021/2022 award recipients did not expend funds within one year of award notification since they were not aware of the need to do so. However, the majority of recipients have schedules that are consistent with the original deadline. SBCTA staff recommends these projects be “grandfathered in” and allowed to proceed as planned.

An analysis of the Annual Report included in Attachment A indicates the following regarding the 56 awards that were active during FY 2022/2023:

- A scope change or an extension was needed for 13 (23%) of the 56 projects. At \$3,566,277, the total for these modified projects accounts for 34% of the \$10,470,538 total.
- The average extension was for 3.5 years. The longest extension was for a \$127,648 FY 2011/2012 award that was rescinded with the recipient’s consent.
- 16 (29%) projects were completed.
- 10 (18%) projects with an award total of \$1,653,299 were tentatively rescinded (some still have 30 days to appeal) as a result of exceeding the award expiration date or, as in the case of the City of Big Bear Lake, no longer include the project in their jurisdiction’s plans. Of these 10 projects, nine were previously granted either a scope change and/or an extension.

During solicitation of active project status information, the Town of Apple Valley (Attachment B) and the City of Rancho Cucamonga (Attachment C) requested extensions and Omnitrans requested a Scope Change (Attachment D). Below is a little more information about each.

- The Town of Apple Valley (Town) requests an extension from December 31, 2023 to December 31, 2024 (originally December 31, 2022) for their FY 2019/2020 Bus Turnout at Bear Valley Road and Navajo Road project. This project is incorporated into a larger related intersection project. The Town identified an area where a large electronic 7-11 sign needs to be relocated in order to maximize the queuing area for pedestrians waiting to cross. The requested extension includes a two-month buffer in case they run into additional delivery delays.
- The City of Rancho Cucamonga requests an extension from December 31, 2023 to December 31, 2024 (originally December 31, 2022) for their FY 2019/2020 Day Creek Channel Bike Trail award. Right-of-way acquisition for a portion of Southern California Edison’s property needed to complete this project has taken longer than anticipated.
- Several of the transit stop improvements for which Omnitrans was awarded to complete in FY 2021/2022 have already been completed through other means. While Omnitrans has identified potential alternate locations as outlined in Attachment D, they have yet to finalize coordination for these new sites with the City of Montclair. SBCTA staff recommends the SBCTA Board permit Omnitrans to use the awarded funds to complete

comparable improvements at alternate sites upon written approval by the SBCTA Transit Manager.

Financial Impact:

This item is consistent with the Fiscal Year 2023/2024 Budget.

Reviewed By:

This item was reviewed and unanimously recommended for approval by the General Policy Committee on August 9, 2023.

Responsible Staff:

Ginger Koblasz, Senior Planner

Approved
Board of Directors
Date: September 6, 2023
Witnessed By:

Fiscal Year 2022/2023 TDA Article 3 Status Report

Award Fiscal Year	Agency	Description	Project Type	TDA3	Local Share	Current Deadline	Status	TDA3 Est. Spent	Consultant/Contractor Selected?	On Current Schedule?	Scope Change Needed	Extensions Ever Needed	Yrs Ext Needed To-Date
19/20	Adelanto	Johnathan St/Chamberlaine Way	Transit	\$53,897	\$13,474	Expired on 12/31/2022	Completed	\$53,897	Yes	Yes	No	No	
19/20	Apple Valley	Thunderbird Road Bus Turnout - REVISED Bear Valley & Navajo Rd Turnout	Transit	\$53,897	\$75,043	12/31/2023 1yr ext requested	Incorporated into a larger project. Expect completion in 2024.	\$0	No	No: 12/31/2024 Extension Requested	Yes	Yes	
21/22	Apple Valley	Bear Valley Rd Bridge Connector	Bike/Ped	\$232,300	\$232,300	06/30/2025	Incorporated into a larger project still In design	\$0	No	Yes	No	No	
21/22	Apple Valley	Village North Pedestrian Improvements	Bike/Ped	\$361,818	\$361,820	06/30/2025	Design and ROW being finalized. Construction anticipated in 2024.	\$0	No	Yes	No	No	
19/20	Big Bear	Lakeside Loop	Bike/Ped	\$200,000	\$99,850	12/31/2022	Rescinded. Project is no longer in City's construction plans.	\$0	No	No	No	No	
13/14	Chino	Central/7th Sidewalk Improvements - REVISED Riverside Dr Rehab in 2019	Transit	\$127,648	\$28,632	Expired on 12/31/2021 after 5.5yrs exts. Originally 6/30/2016	Rescinded. Notice sent on 6/13. No objection was received by the 7/18/23 deadline.	\$0	No	No	Yes	Yes	7.
17/18	Chino	Bicycle Path and Pedestrian Facilities	Bike/Ped	\$353,081	\$757,020	12/31/2023 4.5yrs exts. Originally 10/4/2016	No response to email sent on 6/13 requesting status update & clarification re discrepancy between application title & description which says "Class 1" but then says "Bicycle Blvds" in the supporting documentation which are described as "essentially Class 3 route facilities" according to the City's 2016 Bike Plan.	\$81,408	Yes	Unknown	Yes	Yes	4.
17/18	Chino	Sidewalk Retrofitting	Transit	\$87,000	\$87,000	12/31/2023 4.5yrs exts. Originally 10/4/2016	No response to request for update.	Unknown	Unknown	Unknown	Yes	Yes	4.
19/20	Chino Hills	Los Serranos East SRTS	Bike/Ped	\$249,997	\$94,826	12/31/2022	Completed	\$249,997	Yes	Yes	No	No	
21/22	Chino Hills	Sierra Vista & Del Norte Improvements	Bike/Ped	\$170,965	\$92,058	06/30/2025	Design contract awarded in June 2023	\$8,853	No	Yes	No	No	
21/22	Chino Hills	Montecito Dr Transit Access Improvements Project	Transit	\$77,989	\$148,676	06/30/2025	Design contract awarded in June 2023	\$4,118	No	Yes	No	No	

Attachment: FY 22/23 Progress Report (print update status page only) (9891 : Transportation

Award Fiscal Year	Agency	Description	Project Type	TDA3	Local Share	Current Deadline	Status	TDA3 Est. Spent	Consultant/Contractor Selected?	On Current Schedule?	Scope Change Needed	Extensions Ever Needed	Yrs Ext Needed To-Date
21/22	Colton	Washington St. Class II	Bike/Ped	\$170,965	\$92,058	06/30/2025	Design is 95% complete.	\$92,000	Expect to go out to bid in Sept. 2023	Yes	No	No	
17/18	Fontana	Alder Middle School SRTS	Bike/Ped	\$250,000	\$253,036	12/31/2024 5yrs exts. Originally 11/30/2019	Design in progress. ROW Phase is nearly complete with 1 appraisal presented to owner for consideration. SCE design for street lights is completed.	\$132,848	Yes	Yes	Yes	Yes	
21/22	Fontana	Kathy Binks Elementary (SRTS)	Bike/Ped	\$160,000	\$222,307	06/30/2025	Completed	\$160,000	Yes	Yes	No	No	
21/22	Fontana	Transit Stops Improvements in the City of Fontana	Transit	\$37,580	\$37,580	06/30/2025	Completed in Aug 2022. Did not provide explanation for invoicing delay when asked but said they'd work on it during week of 6/12. Follow up email sent on 7/23 re invoicing.	\$37,580	Yes	Yes	No	No	
15/16	Highland	Highland/Redlands Regional Connector	Bike/Ped	\$702,562	\$167,173	10/31/2023 4.8 yr ext	Rescinded due to environmental issues. Project, sans section with environmental issues, was submitted for funding under the Carbon Reduction Program. Expenditures covered most of design.	\$668,690	No	No	Yes	Yes	4.
17/18	Highland	City Creek/Alabama Street Bikeways - ATP Match	Bike/Ped	\$371,546	\$92,887	2/28/2026 6.4 yr ext	Design complete. 12-month construction allocation scheduled for August 16-17 CTC meeting. The extension is needed to secure permits from resource agencies. Policy allows extension consistent w/CTC approval. Request for extension to 2/28/2027 scheduled for Aug 16-17 CTC meeting.	\$369,867 (\$144,813 reimbursed)	No	No	No	Yes	6.
19/20	Highland	9th St Transit Stops, Sidewalk, & Bikeway	Bike/Ped	\$67,436	\$67,436	12/31/2023 1 yr ext	95% design and right of way. Eminent domain is required for one property. FY23 TDA Article 3 application submitted primarily for construction.	\$40,907	NA - Design only	Yes	No	Yes	
19/20	Highland	Baseline, Boulder, 9th Street and Olive Tree	Transit	\$53,897	\$23,993	12/31/2023 1 yr ext	In construction	\$9,624.58	Yes	Yes	Yes	Yes	

Attachment: FY 22/23 Progress Report (print update status page only) (9891 : Transportation

Award Fiscal Year	Agency	Description	Project Type	TDA3	Local Share	Current Deadline	Status	TDA3 Est. Spent	Consultant/Contractor Selected?	On Current Schedule?	Scope Change Needed	Extensions Ever Needed	Yrs Ext Needed To-Date
21/22	Highland	Construction of New Sidewalks to Bus Stops (Messina St/Seine Ave Gap)	Transit	\$77,989	\$63,511	06/30/2025	In construction	\$12,796	Yes	Yes	No	No	
19/20	Loma Linda	Accessibility Improvements at Barton and California EB WB	Transit	\$31,497	\$7,874	12/31/2022	Completed	\$29,151	Yes	Yes	No	No	
21/22	Montclair	PE Bridge Replacement	Bike/Ped	\$227,545	\$82,631	06/30/2025	Completed	\$218,659	Yes	Yes	No	No	
15/16	Omnitrans	22 stops	Transit	\$273,351	\$0	12/31/2021 Expired	Completed but trying to reconcile funds so they can invoice.	\$45,803	Yes	No	Yes	Yes	4.
17/18	Omnitrans	12 Stops	Transit	\$390,100	\$0	3/1/2022 Expired	Should be completed by end of July.	Omnitrans is looking into this	Yes	No	No	Yes	3.
19/20	Omnitrans	Bus Benches & Shelters	Transit	\$193,126	\$0	12/31/2022	Completed	Omnitrans is looking into this	Yes	yes	No	No	
21/22	Omnitrans	Transit Stops	Transit	\$79,784	\$0	06/30/2025	Contract awarded to Tolar for production of the amenities. Amenities are under order and will be arriving starting in November 2023.	\$0	Yes	Yes	Yes	No	
21/22	Ontario	Bus Stop Pad Installation Project	Transit	\$67,050	\$0	06/30/2025	Schedule: Design - In progress PS&E - 11/23 RFP - 12/23 Con - 6/24	\$0	No	Yes	No	No	
19/20	Rancho Cucamonga	Day Creek Channel Bike Trail	Bike/Ped	\$403,000	\$217,000	12/31/2023 1yr ext	Applied for additional FY23 TDA Article 3 funding. 100% design; preparing bid package. Requests a 1-year extension to 12/31/2024.	\$30,000.00	No	No	No	Yes	
21/22	Rancho Cucamonga	Cucamonga Creek Channel Maintenance	Bike/Ped	\$84,415	\$45,454	06/30/2025	Applied for additional FY23 TDA Article 3 funding. In design	\$0	No	Yes	No	No	
21/22	Rancho Cucamonga	Haven Sidewalk Improvement	Bike/Ped	\$227,192	\$122,334	06/30/2025	In design	\$0	No	Yes	No	No	
13/14	Redlands	Orange Blossom Trail Phase III	Bike/Ped	\$918,722	\$918,722	12/31/2023 7.5 yr ext	Completed; invoicing in progress.	\$567,904	Yes	Yes	Yes	Yes	7.
17/18	Redlands	East Valley Corridor Bike Route Interconnect	Bike/Ped	\$264,401	\$265,000	2/28/2023 3.4 yr ext	Board approved scope change to omit construction phase. City will submit final invoice soon.	\$99,391	Yes	Yes	Yes	Yes	3.

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Award Fiscal Year	Agency	Description	Project Type	TDA3	Local Share	Current Deadline	Status	TDA3 Est. Spent	Consultant/Contractor Selected?	On Current Schedule?	Scope Change Needed	Extensions Ever Needed	Yrs Ext Needed To-Date
19/20	Redlands	Highland/Redlands Regional Connector	Bike/Ped	\$157,934	\$17,548	12/31/2022	Rescinded due to environmental issues. Project, sans section with environmental issues, submitted for funding under the Carbon Reduction Program.	\$0	No	No	Yes	No	
21/22	Redlands	Transit Stops Improvements in the City of Redlands	Transit	\$46,340	\$0	06/30/2025	Working with Caltrans on an encroachment permit since most of the locations are on Route 38. City will advertise the project, award, and begin construction afterwards.	\$0	No	Yes	No	No	
17/18	Rialto	Cedar Ave Railroad Crossing Ped Improvements	Bike/Ped	\$250,000	\$428,000	12/31/2023 4.2 yr ext	City is in process of terminating contract with contractor and entering agreement with SCRRA to complete the work.	\$250,000 (10% retainer withheld until completion)	Yes	Yes	No	Yes	4.
19/20	Rialto	Easton Sidewalk Improvements	Bike/Ped	\$226,000	\$276,000	12/31/2022	Completed	\$226,000	Yes	Yes	No	No	
19/20	Rialto	Accessibility Improvements	Transit	\$14,432	\$3,608	Expired on 12/31/2022	Rescinded. Notice sent on 6/29. Deadline to respond is Aug. 10, 2023.	\$0	No	No	No	Yes	
21/22	Rialto	Sycamore SRTS	Bike/Ped	\$457,616	\$457,616	06/30/2025	In design	\$70,194	No	Yes	No	No	
21/22	Rialto	Merrill SRTS (Boyd Elementary School)	Bike/Ped	\$639,405	\$815,565	06/30/2025	In design	\$13,550	No	Yes	No	No	
21/22	Rialto	Rialto Bus Stop Improvements	Transit	\$71,497	\$0	06/30/2025	Planning	\$0	No	Yes	No	No	
11/12	San Bernardino	Bicycle Lane Extension along G St. and Rialto Ave.	Transit	\$51,000	\$9,000	12/31/2019 5yr ext	Rescinded. Former staff member submitted 3 incomplete invoices (5/19/19, 1/6/20, and 2/2/21). On 4/13/22, new staff indicated the City was not going to complete the project and to rescind funds.	\$0	No	No	No	Yes	
15/16	San Bernardino	4 Stops: 0060 Sierra Way @ 40th, 6811 4th @ Waterman, 7711 3rd @ Palm, 8447 2nd @ Glovanola	Transit	\$42,539	\$10,637	12/31/2018 Expired	Rescinded. Notice sent on 6/29. Deadline to respond is Aug. 10, 2023.	\$0	No	No	No	Yes	
17/18	San Bernardino	5283 Lynwood @ Merito EB	Transit	\$4,248	\$0	10/4/2019 Expired	Rescinded. Notice sent on 6/29. Deadline to respond is Aug. 10, 2023.	\$0	No	No	No	Yes	

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Award Fiscal Year	Agency	Description	Project Type	TDA3	Local Share	Current Deadline	Status	TDA3 Est. Spent	Consultant/Contractor Selected?	On Current Schedule?	Scope Change Needed	Extensions Ever Needed	Yrs Ext Needed To-Date
19/20	San Bernardino	4 Stops: 5691 Baseline @ Sepulveda EB, 54 9th @ Medical Center EB, 5622 5th @ J St WB, 60 Sierra @ Ralston SB	Transit	\$26,936	\$6,734	12/31/2022 Expired	Rescinded. Notice sent on 6/29. Deadline to respond is Aug. 10, 2023.	\$0	No	No	No	Yes	
21/22	San Bernardino	4 Stops: E @ 36th NB, Kendall @ Brookfield EB, Kendall @ Lakewood EB, Rialto @ Macy WB	Transit	\$50,800	\$0	2025-06-30	sent email on 6/29; replied they'd look into it on 6/30. They said they would get back with an update but did not. Emailed a second request on 7/22/23.	Unknown	Unknown	Unknown	No	No	
17/18	Victorville	Arrowhead Dr/7th Ave Bike Lane and Sidewalk	Bike/Ped	\$249,600	\$62,400	10/19/2024 5yrs ext	Completed	\$249,600	Yes	Yes	No	Yes	
19/20	Victorville	Old Town Sidewalk Connectivity - Phase 1	Bike/Ped	\$244,000	\$244,000	6/30/2023 6mos ext	Completed on 6/16/2023	\$249,640	Yes	Yes	Yes	Yes	0.
21/22	Victorville	Old Town Sidewalk Connectivity - Phase 2	Bike/Ped	\$249,640	\$249,640	06/30/2025	Intend to advertise in December 2023.	\$0	No	Yes	No	No	
15/16	Yucaipa	Bus Stop Landing & Sidewalk Improvements - Rte 310	Transit	\$50,502	\$169,681	12/31/2021 Expired but City just finished	Completed. City is in the process of invoicing.	\$50,502	Yes	Yes	No	Yes	4.
17/18	Yucaipa	Oak Glen Rd Bicycle and Pedestrian Facility	Bike/Ped	\$89,728	\$48,315	6/30/2022 Expired but City just finished	Completed. City is in the process of invoicing.	\$89,728	Yes	Yes	No	Yes	3.
19/20	Yucaipa	5th St Phase II Bike & Ped	Bike/Ped	\$326,000	\$217,333	12/31/2022 Expired	This project is part of an overall larger project (5th Street Roundabout) and the construction timeline is yet to be finalized. City anticipates construction to start in FY24/25. All required Right of Way has been acquired. However, funding is no longer sufficient. City submitted a FY 23/24 application to complete as a stand alone project. SBCTA staff recommends rescinding this project.	\$0	Yes	No	No	Yes	
21/22	Yucaipa	Transit Stop Access in the City of Yucaipa	Transit	\$13,200	\$13,200	06/30/2025	Construction scheduled for late 2023 with completion in early 2024.	\$0	No	Yes	No	No	
19/20	VVTA	Transit Stop	Transit	\$34,759.00	\$8,689.00	12/31/2022	Completed	\$12,591.76	Yes	Yes	No	No	

Attachment: FY 22/23 Progress Report (print update status page only) (9891 : Transportation

Award Fiscal Year	Agency	Description	Project Type	TDA3	Local Share	Current Deadline	Status	TDA3 Est. Spent	Consultant/Contractor Selected?	On Current Schedule?	Scope Change Needed	Extensions Ever Needed	Yrs Ext Needed To-Date
21/22	VVTA	Apple Valley Bus Turn Out	Transit	\$75,000.00	\$85,926.00	06/30/2025	<ul style="list-style-type: none"> • Current status: 95% design completed • 100% PSE approval - August 2023 • Advertising - September 2023 • Bid opening - October 2023 • Award and start construction - November 2023 • End construction - January 2024 	\$0	No	Yes	No	No	
21/22	VVTA	Hesperia Rd Between Chalan Rd and Sunset Drive	Transit	\$51,722.41	\$12,930.60	06/30/2025	Design is 25% completed. Work will be performed by City of Victorville staff. They expect to have these projects completed by Sept. 2024.	\$0	Yes	Yes	No	No	
21/22	VVTA	13735 Rodeo Dr	Transit	\$26,890.82	\$6,722.70	06/30/2025		\$0	Yes	Yes	No	No	

Text in red reflects incomplete data and/or follow up needed

	Expenditure within first year requirement not met.
	Completed
	Extension or Scope change requested
	Rescinded



May 22, 2023

San Bernardino County Transportation Authority

Attn: Ginger Koblasz

1170 West Third Street, 2nd Floor

San Bernardino, CA 92410

Subject: FY 19/20 TDA Article 3 Thunderbird Road Bus Turnout Award – Extension

Ginger,

The Town of Apple Valley is requesting an extension of the completion date for the subject project (Renamed Bear Valley & Navajo Rd Turnout) to December 2024.

The project was incorporated into a larger intersection related project that includes signal and ADA ramp upgrades at all four corners of two separate intersections. During our review, we identified an area where a large electronic (7-11) sign needs to be relocated to maximize the cueing area for pedestrians waiting to cross. This corner is typically used by students waiting to cross Bear Valley Road to access Apple Valley High School and, subsequently, the existing bus stop. We have an alternate design that is less desirable but sufficient if we're unable to get ROW. Our current timeline is as follows:

- August 30, 2023 – Finalize ROW
- November 30, 2023 -- Finalize design and order signal poles. This could take six months or more for delivery.
- April/May 2024 – Project bidding and award.
- June 2024 – begin construction of intersection improvements and bus turnout.
- September 2024 – finalize construction and closeout.
- October 2024 – finalize SBCTA closeout and reimbursement.

The added two months gives us flexibility if we run until delivery delays or other problems.

Thank you for your consideration.

Regards,


Rich Berger
Project Manager



CITY OF RANCHO CUCAMONGA

10500 Civic Center | Rancho Cucamonga, CA 91730 | 1-909-477-2700 | www.CityofRC

July 13, 2023

Ginger Koblasz
 San Bernardino County Transportation Authority
 1170 West Third Street, 2nd Floor
 San Bernardino, CA 92410

SUBJECT: TDA PROJECT SECOND EXTENSION REQUEST - DAY CREEK CHANNEL BIKE TRAIL

Dear Ms. Koblasz:

The City of Rancho Cucamonga is requesting a second one-year extension on the grant award received for the completion of the Day Creek Channel Bike Trail project awarded in July of 2019.

The right-of-way acquisition for a portion of SCE (Southern California Edison) property necessary to complete the project has taken longer than anticipated, and the project is expected to be out to bid later than originally scheduled. The unexpected rapid increases in material costs have also caused the design to be adjusted accordingly to reduce the total project cost, which increases the time to finish design work. Additionally, the long material lead times that we have seen on other recent projects indicates to us that the construction schedule could be longer than previously anticipated.

Design work for the project is at 95% and is awaiting San Bernardino County Flood Control District's comments and SCE's comments to be finalized as 100%. Once the City receives the environmental clearances and approvals from SCE to complete the right-of-way acquisition, the project will be put out to bid in the Fall of 2023 with anticipated construction in the Winter of 2023 to Summer of 2024.

We anticipate the project will be completed before May 2024, but the City would like to request a full one-year extension until December 2024, which will allow for unforeseen issues such as longer than anticipated coordination, right-of-way acquisition, or long lead times for construction materials.

If you should have any questions related to this request, please don't hesitate to contact me at (909) 774-4037 or by e-mail at Justin.Pope@cityofrc.us.

Sincerely,
 ENGINEERING SERVICE DEPARTMENT

Justin Pope
 Project Manager/ Associate Engineer

cc: Justine Garcia, Deputy Director of Engineering Services
 Chi Chan, Assistant Engineer



1700 W. Fifth St
San Bernardino, CA 92411
909-379-7100
www.omnitrans.org

July 26, 2023

Ginger Koblasz
SBCTA
1170 W. 3rd Street • 2nd Floor
San Bernardino, CA 92410
Tda3@gosbcta.com

Subject: FY 2021/2022 TDA Article 3 Award

Dear Ms. Koblasz,

Omnitrans will need to request a change of location for several benches for which Omnitrans was awarded funds in the FY2021/2022 round of TDA Article 3 Transit Stop Access improvement Program funds. Omnitrans is still coordinating with the City of Montclair to finalize the plan to relocate the benches. Omnitrans proposes to move the benches to locations with comparable ridership that have enough space to install a bench, such as the potential locations proposed in the table below.

Awarded bench location	Reason to move bench elsewhere	Possible new location to move bench
San Bernardino @ Ramona EB FS	Already has shelter, so definitely need to move bench elsewhere*	Holt @ Central EB FS*
Central @ Arrow Hwy NB FS	May already have amenities, so may need to move bench elsewhere	Central @ Moreno NB FS
Holt @ Central WB MID	May already have amenities, so may need to move bench elsewhere	Richton @ Central WB FS
Ramona @ Kingsley NB FS	Applied in 2023 Article 3 round for shelter at this location, so may need to move bench elsewhere	Ramona @ Holt NB FS
Ramona @ Howard SB FS	Applied in 2023 Article 3 round for shelter at this location, so may need to move bench elsewhere	Central @ Mission SB FS

* In the FY 2019/2020 round of TDA Article 3 funds, Omnitrans was awarded a shelter for Holt @ Central EB FS, which was relocated to San Bernardino @ Ramona EB FS because the sidewalk at Holt @ Central EB FS was not in good enough condition to install a shelter. So, the shelter for Holt @ Central EB FS and bench for San Bernardino @ Ramona EB FS are essentially being switched.

I look forward to SBCTA's approval of this request. If you need any further information, please feel free to contact me at (909) 379-7256 or anna.jaiswal@omnitrans.org.

Sincerely,

Anna Jaiswal
Development Planning Manager

Minute Action

AGENDA ITEM: 25

Date: September 6, 2023

Subject:

Full Funding of the Interstate 10 Corridor Freight and Managed Lane Project

Recommendation:

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

Adopt Resolution No. 24-006 committing SBCTA to full funding of the Interstate 10 Corridor Freight and Managed Lane Project from Interstate 15 to Pepper Avenue, upon receipt of a \$60 million 2023 Infrastructure for Rebuilding America / Mega grant from the U.S. Department of Transportation.

Background:

The Interstate 10 (I-10) Corridor Freight and Managed Lane Project is a collaborative effort by the San Bernardino County Transportation Authority (SBCTA) and the California Department of Transportation (Caltrans), the purpose of which is to improve efficiency, operations, and safety by taking a “managed lane” approach to 1) address a nationally significant freight bottleneck, and 2) provide incentives for use of transit and shared rides that do not currently exist. The segment extends from Interstate 15 (I-15) in the City of Ontario to Pepper Avenue in the City of Colton, a distance of 11.1 miles, and carries 240,000 vehicles, including 25,000 trucks, on a typical weekday through one of the busiest centers of logistics in the U.S.

This 60-year-old freeway segment has four lanes eastbound and four westbound, and the project will construct a new high-occupancy toll (HOT) lane, or “managed lane,” in each direction. It will also add two strategic auxiliary lanes and two eastbound acceleration lane extensions to improve truck operations and safety. Locations include: acceleration lane extensions eastbound (EB) at the Cherry Avenue on-ramp, acceleration lane extension EB at the Sierra Avenue on-ramp, and auxiliary lanes EB and westbound (WB) between the Riverside/Pepper interchanges, both of which are heavily impacted by trucks. Currently, EB queues of trucks and other traffic regularly extend from these interchanges all the way back to the I-10/I-15 interchange in the PM peak period. As noted in the resolution, the I-10/I-15 interchange is ranked the 10th most critical truck bottleneck in the U.S. by the American Transportation Research Institute.

The new managed lanes (also known as express lanes) on this segment will connect with the managed lanes currently under construction on I-10 west of I-15. The segment under construction is known as Contract 1, and the segment from I-15 to Pepper Avenue is known as Contract 2, though the full name of I-10 Corridor Freight and Managed Lane Project is used in most reports and communications. Together, these managed lanes will open up a new opportunity to incentivize transit, shared-ride vehicles, and zero-emission vehicles with faster and more reliable travel times, consistent with the intent of the State of California’s Climate Action Plan for Transportation Infrastructure (CAPTI).

The I-10 Corridor Freight and Managed Lane Project is included in the 2021 10-Year Delivery Plan as a \$796 million project, with a \$530 million commitment of Measure I funding and a \$180 million funding gap. In June 2023, SBCTA was able to secure a Trade Corridor Entity: San Bernardino County Transportation Authority

Enhancement Program (TCEP) grant from the California Transportation Commission of \$85 million, \$10 million of which is devoted to charging/fueling infrastructure to be placed in the I-10 corridor for zero-emission trucks.

In 2022, SBCTA applied for \$60 million in funding from the U.S. Department of Transportation's (USDOT) Multimodal Project Discretionary Grant (MPDG) Program, with a specific request for funding from one of two MPDG sources: Infrastructure for Rebuilding America and Mega. This application did not receive an award, but it was listed as "Recommended" in the USDOT evaluation. The project is being resubmitted with the same \$60 million request for the 2023 MPDG solicitation, which is due to USDOT by August 21, 2023.

One of the things that USDOT is looking for is that their funding contribution will help projects to complete their full funding plan. It is the sense of staff that SBCTA is in the best position if we request the same funding amount for 2023 as we did in 2022 and if we are able to commit as an agency that the requested \$60 million will complete the full-funding picture. Filling in the remaining funding gap may require additional commitment of Measure I funding through bonding, and the financial analysis indicates that this is possible. It is important to stress to USDOT that the \$60 million federal contribution is a critical last piece of the funding puzzle and will directly benefit the National Freight Network.

The attached Resolution No. 24-006 has been crafted to express SBCTA's commitment to fully funding the project upon receiving the \$60 million MPDG award. SBCTA Board of Directors (Board) approval of the resolution will send an added message to USDOT of the importance of the project to San Bernardino County and the region, while also stressing the national benefits of this project, as it is a key link in the global supply chain. It has been estimated that 50 percent of the interstate truck traffic into and out of Southern California passes through the I-10/I-15 interchange, which is at the west end of the proposed segment. It is a priority for our county, and it should be a priority for the federal government as well.

The resolution highlights some of the key components of the project, to include the operational and safety improvements for trucks, the managed lanes, the investment of charging/fueling infrastructure for zero-emission vehicles, and the bringing of this 60-year-old freeway up to current standards, in collaboration with Caltrans. The approval of this resolution will be conveyed to USDOT as part of the application.

Financial Impact:

This item has no financial impact on the Fiscal Year 2023/2024 Budget.

Reviewed By:

This item was reviewed and unanimously recommended for approval by the Board of Directors Metro Valley Study Session on August 10, 2023. SBCTA General Counsel has reviewed this item and the draft resolution.

Responsible Staff:

Steve Smith, Director of Planning

Approved
Board of Directors
Date: September 6, 2023
Witnessed By:

RESOLUTION NO. 24-006**RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY (SBCTA) COMMITTING TO FULL FUNDING OF THE INTERSTATE 10 CORRIDOR FREIGHT AND MANAGED LANE PROJECT FROM INTERSTATE 15 TO PEPPER AVENUE, UPON RECEIPT OF A \$60 MILLION 2023 INFRA/MEGA GRANT FROM THE U.S. DEPARTMENT OF TRANSPORTATION (USDOT).**

WHEREAS, the 11.1 mile Interstate 10 (I-10) Corridor Freight and Managed Lane Project (I-10 PROJECT) between I-15 in Ontario and Pepper Avenue in Colton will provide critical operational and safety improvements for trucks in this nationally significant, highly congested freight corridor; and

WHEREAS, the I-10 PROJECT will also provide a new priced, managed lane (also known as a high-occupancy toll lane or HOT lane) in each direction, which for the first time will enable toll-free trips and much more reliable travel times to be provided for transit, vanpools, and 3+ person carpools serving historically disadvantaged communities, as well as enhancing mobility for businesses in the corridor and to Ontario International Airport; and

WHEREAS, the I-10 PROJECT also includes substantial new electric truck charging facilities and hydrogen fueling facilities for zero-emission trucks traversing this corridor to help accelerate the transition to clean trucks, improving air quality and providing additional job opportunities for historically disadvantaged communities in the corridor; and

WHEREAS, the I-10 PROJECT also includes significant geometric and safety improvements for this 60-year-old freeway (the oldest freeway in San Bernardino County), bringing the facility up to current standards, with construction being contained almost entirely within existing right-of-way without the taking of any residential or commercial structures; and

WHEREAS, the I-10 PROJECT will be ready to list for construction in late 2024; and

WHEREAS, the remaining funding gap for the \$796 million I-10 PROJECT is \$60 million and SBCTA is submitting a 2023 INFRA/Mega grant to USDOT to fill this last remaining funding gap; and

WHEREAS, completion of the I-10 PROJECT is critical to freight mobility for the county, the Southern California region, and the nation, to include improvements to traffic flow at the I-10/I-15 interchange, which has been designated the 10th most critical freight bottleneck in the United States by the American Transportation Research Institute.

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

Given the high priority of this project and the substantial local and state funding already committed, the Board commits to full funding of the Interstate 10 Corridor Freight and Managed

Lane Project from Interstate 15 to Pepper Avenue, upon receipt of a \$60 million 2023 INFRA/Mega grant from the U.S. Department of Transportation.

PASSED AND ADOPTED at a meeting of the San Bernardino County Transportation Authority held on September 6, 2023.

Dawn M. Rowe, President
San Bernardino County Transportation Authority

ATTEST:

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

Minute Action

AGENDA ITEM: 26

Date: September 6, 2023

Subject:

Omnitrans Specialized Transportation Services - Consolidated Transportation Services Agency Budget for Fiscal Year 2023/2024

Recommendation:

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

Approve the Omnitrans Specialized Transportation Services Budget for Consolidated Transportation Services Agency activities for Fiscal Year 2023/2024.

Background:

In November 2015, the San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board) approved Resolution No. 16-005, designating Omnitrans as the Consolidated Transportation Services Agency (CTSA) for the San Bernardino Valley. As part of this resolution, and subsequent Contract No. 16-1001458, it is required that the CTSA budget be approved by the SBCTA Board. In November 2020, the SBCTA Board approved Amendment No. 1 to Contract No. 16-1001458 which reappointed Omnitrans as the CTSA and extended the term an additional five years through November 4, 2025.

When Omnitrans assumed CTSA responsibilities, they created a new department known as Special Transportation Services (STS). At the end of Fiscal Year (FY) 2021/2022 the department was rebranded and is now known as the Mobility Services Department. It was important to ensure the CTSA/Mobility Services received the necessary support with partnerships, program development, and procedures and so the decision was made to separate OmniAccess from the CTSA. Attachment 1 is the Omnitrans CTSA budget for FY 2023/2024. The budget for the CTSA is comparable to that of previous years. Table 1 is a comparison between projects from actuals in FY 2021/2022, and budgeted for FY 2022/2023 and FY 2023/2024.

Table 1. FY 2021/2022 actuals, Budgeted FY 2022/2023 and FY 2023/2024 Comparison

Programs	Admin	Travel Training	TREP	Lyft/Uber	Microtransit	Mobility Partners
FY 2021/2022	\$74,009.87	\$26,128.71	\$65,201.84	\$121,303.07	\$283,343	\$1,152,827.58
FY 2022/2023	\$83,994	\$34,127	\$174,069	\$204,814	\$459,111	\$2,733,336
FY 2023/2024	\$97,574	\$89,938	\$206,095	\$137,219	\$592,650	\$2,860,979

During FY 2022/2023, Omnitrans resumed previously suspended CTSA programs that were affected by the COVID-19 pandemic. The Travel Training program was the last to resume in April 2023. In September 2022, Omnitrans launched the expansion of its Uber Ride program which continues to grow in popularity as an alternative mobility option. Lastly, Omnitrans Regional Mobility Partnership program continues to enhance transportation coordination and efficiencies in partnership areas and is currently comprised of 12 partnership agencies.

It is important to note that any funding not used during this FY 2023/2024, will be returned to the Omnitrans Measure I CTSA fund balance and will be made available to Omnitrans and other mobility partners. Currently, Omnitrans has a Measure I CTSA balance of approximately

Entity: San Bernardino County Transportation Authority

\$19.2 million, and the anticipated revenue for FY 2023/2024 is \$4.18 million compared to a budget of \$3.98 million.

During FY 2022/2023, Omnitrans completed three primary activities within the CTSA function:

- 1) **Resumed Travel Training Program.** Since the beginning of the COVID-19 pandemic, Omnitrans' Travel Training program was suspended. In April 2023, the program resumed and is now fully operational. Travel Training provides one-on-one and group training on Omnitrans' fixed route transit system and is available to qualifying seniors and individuals with disabilities.
- 2) **Expanded Uber Ride.** Uber Ride is a ride subsidy program that offers clients additional mobility options at a relatively low cost. Omnitrans subsidizes half the cost of a trip, up to \$15 for qualified seniors and individuals with disabilities. In September 2022, Omnitrans' Board of Directors approved the expansion of the pilot program to the entire services area. Since its expansion, Uber Ride has provided a total of 7,723 rides and is Mobility Services' fastest growing program.
- 3) **Regional Mobility Partnership Program (RMPP) and Call for Projects.** Omnitrans currently has 12 Regional Mobility program partners, three of which were newly awarded through the Call for Projects for FY 2022/2023. The three new partners are the City of Ontario, the City of Rialto and Foothill Aids Project. A new call for projects will be announced and take place FY 2023/2024

Other updates of note include the continued growth of the Transportation Reimbursement Escort Program (TREP)/Volunteer Driver Reimbursement Program. This growth is attributed to passengers feeling more comfortable with this program as they choose their own volunteer drivers. Through FY 2022/2023, it is anticipated that Omnitrans' CTSA initiatives, including the RMPP, will offer over 130,000 trips. It is important to note that at the moment, that is approximately equal to the number of trips provided by the OmniAccess Paratransit service. Prior to the pandemic, all CTSA programs accounted for 32 percent of OmniAccess ridership.

Table 2 (below and on the following page) shows current partners as well as Omnitrans' programs and their ridership.

Table 2. Annual Ridership Levels by Program

Omnitrans CTSA Program Ridership	FY 2020/2021	FY 2021/2022
TREP Mileage Reimbursement Trips	15,699	16,093
OmniRide Uber Ride Program ∞	0	657
OmniRide Chino Hills, Upland & Bloomington^	5,496	12,375
Travel Training Program*	0	0
Total Omnitrans Programs	21,195	29,125

Board of Directors Agenda Item

September 6, 2023

Page 3

Regional Mobility Partner Programs	FY 2020/2021	FY 2021/2022
<i>Anthesis</i>	12,876	14,806
<i>Central City Lutheran</i>	1,609	1,376
<i>City of Grand Terrace</i>	3,746	3,624
<i>City of Redlands</i>	1,005	696
<i>AgingNext (Formally Community Senior Services)</i>	14,994	12,440
<i>OPARC</i>	11,290	10,080
<i>City of Chino</i>	5,125	7,640
<i>Highland Senior Center</i>	4,315	4,003
<i>Loma Linda University Adult Day Health</i>	10,298	8,087
<i>West End YMCA</i>	1,110	792
Partners Program Trips	66,368	63,544
Total Trips	87,563	92,669

*This program was temporarily suspended during the pandemic however it has resumed during FY 2022/2023

∞ This program was launched in Calendar Year 2022

^ CTSA funding contributes 35 percent of the overall program tied to the share of clients that are senior or disabled

During FY 2023/2024, CTSA/Mobility Services will continue to grow the recent renewal of travel training and outreach efforts which support travel training and all other programs. There will be a new call for projects to further expand RMPP for FY 2024/2025 and FY 2025/2026. The RMPP guidelines and call for projects application are in the process of being updated to add clarity to grow participation.

Measure I CTSA funds are passed through to Omnitrans on a monthly basis as they are generated. Staff has reviewed the proposed budget and finds it reasonable in its assumptions.

Financial Impact:

This item is consistent with the Fiscal Year 2023/2024 Budget.

Reviewed By:

This item was reviewed and unanimously recommended for approval by the Transit Committee on August 10, 2023.

Responsible Staff:

Nancy Strickert, Transit Manager

Approved
Board of Directors
Date: September 6, 2023

Witnessed By:

Attachment 1

OMNITRANS									
3000- EXPENSE REPORT FOR SPECIALIZED TRANSPORTATION SERVICES									
		A	B	C	D				E
GL ACCT	Salary %	17%	6%	15%	3%	59%	1.00		1.00
CODE	DESCRIPTION	Admin	Train/Outreach	TREP	Uber/Taxi	Mobility Partners	Proposed CTSA BDGT	MicroTransit *	Proposed TO BDGT
501100	Regular Pay - Operators								
501130	Regular Pay - Others	57,826.48	20,409.34	51,023.36	10,204.67	200,691.89	340,155.74		340,155.74
501310	Overtime Pay - Operator	-	-	-	-	-	-		-
501340	Overtime Pay - Other	-	-	-	-	-	-		-
TOTAL SALARIES		57,826.48	20,409.34	51,023.36	10,204.67	200,691.89	340,155.74		340,155.74
502210	PERS Employer Expense	7,730.12	2,728.28	6,820.70	1,364.14	26,828.08	45,471.32		45,471.32
502240	PERS Reimbursement Expense	-	-	-	-	-	-		-
502270	PacificCare COPD	927.13	327.22	818.06	163.61	3,217.69	5,453.71		5,453.71
502320	Health Saving Acct Expense	-	-	-	-	-	-		-
502330	Life Insurance Expense	287.61	101.51	253.77	50.75	998.17	1,691.82		1,691.82
502360	Employers Medicare Tax Expense	996.33	351.64	879.11	175.82	3,457.84	5,860.75		5,860.75
502370	LTD CO PD Expense	288.65	101.88	254.69	50.94	1,001.78	1,697.93		1,697.93
502390	Unemployment Insurance expense	-	-	-	-	-	-		-
502420	Workers Compensation Expense	-	-	-	-	-	-		-
502450	Sick Leave Expense	3,915.74	1,382.03	3,455.07	691.01	13,589.94	23,033.79		23,033.79
502451	Sick Leave Expense - Operators	-	-	-	-	-	-		-
502450	Holiday Pay Expense	2,907.06	1,026.02	2,565.05	513.01	10,089.19	17,100.32		17,100.32
502481	Holiday Pay Expense - Operators	-	-	-	-	-	-		-
502490	Floating Holiday Pay Expense	-	-	-	-	-	-		-
502491	Floating Holiday Pay Expense - Operators	-	-	-	-	-	-		-
502510	Vacation Pay Expense	3,798.66	1,340.70	3,351.76	670.35	13,183.57	22,345.04		22,345.04
502511	Vacation Pay Expense - Operators	-	-	-	-	-	-		-
502580	Car Expense	-	-	-	-	-	-		-
502600	SDI Reimbursement Expense	618.41	218.26	545.66	109.13	2,146.25	3,637.71		3,637.71
502630	EE Bond Expense	-	-	-	-	-	-		-
502690	Jury Duty Leave Expense	264.28	93.27	233.19	46.64	917.20	1,554.57		1,554.57
502691	Jury Duty Leave Expense - Operators	-	-	-	-	-	-		-
502721	Military Duty Leave Expense	-	-	-	-	-	-		-
502720	Military Duty Leave Expense - Operators	-	-	-	-	-	-		-
502780	Deferred Compensation Expense	1,772.02	625.42	1,563.55	312.71	6,149.96	10,423.66		10,423.66
502790	Bonus Pay	-	-	-	-	-	-		-
502791	Bonus Pay - Operators	-	-	-	-	-	-		-
502880	Kaiser COPD	7,274.31	2,567.40	6,418.51	1,283.70	25,246.13	42,790.04		42,790.04
502900	Pension Expense	-	-	-	-	-	-		-
502980	Payroll Expenses Reimbursement	-	-	-	-	-	-		-
502990	Payroll Claim Expenses	-	-	-	-	-	-		-
TOTAL BENEFITS		30,780.31	10,863.64	27,159.10	5,431.82	106,825.79	181,060.66		181,060.66
503060	Professional & Technical Fees	1,700.00	600.00	1,500.00	300.00	5,900.00	10,000.00		10,000.00
503110	Contract Maintenance Services	-	-	-	-	-	-		-
503160	Custodial Services Expense	-	-	-	-	-	-		-
503210	Security Services Expense	-	-	-	-	-	-		-
503260	Fare Collection Service Expense	-	-	-	-	-	-		-
503310	Contract Labor Expense	-	-	-	-	-	-		-
503360	Employee Physicals Expense	-	-	-	-	-	-		-
503600	Community Partners	-	-	-	-	2,522,339.00	2,522,339.00		2,522,339.00
503990	Other Services	-	-	120,000.00	120,000.00	-	240,000.00		240,000.00
TOTAL SERVICES		1,700.00	600.00	121,500.00	120,300.00	2,528,239.00	2,772,339.00		2,772,339.00
504000	Discounts Received	-	-	-	-	-	-		-
504010	Bus & Other Rolling Stock Parts	-	-	-	-	-	-		-
504011	Non Rev Rolling Stock Parts	-	-	-	-	-	-		-
504020	Tires & Tubes	-	-	-	-	-	-		-
504030	Preventative Maintenance	-	-	-	-	-	-		-
504060	Workshop clearing account	-	-	-	-	-	-		-
504090	LNG/CNG Fuels	-	-	-	-	-	-		-
504091	CNG Hedging Activities	-	-	-	-	-	-		-
504100	Gasoline	-	-	-	-	-	-		-
504110	Diesel Fuel	-	-	-	-	-	-		-
504120	Oil	-	-	-	-	-	-		-
504130	Lubricants & Chemicals	-	-	-	-	-	-		-
504140	CNG Fuel Tax Credit	-	-	-	-	-	-		-
504190	Computer Supplies	-	-	-	-	-	-		-
504200	Washer & Cleaner Supplies	-	-	-	-	-	-		-
504210	Office Supplies	510.00	180.00	450.00	90.00	1,770.00	3,000.00		3,000.00
504220	Small Tools	-	-	-	-	-	-		-
504230	Clothing & Safety Supplies	-	1,000.00	-	-	-	1,000.00		1,000.00
504240	Tool Allowance	-	-	-	-	-	-		-
504900	Price Variance	-	-	-	-	-	-		-
504910	Inventory Adjustment	-	-	-	-	-	-		-
504990	Other materials & supplies	-	-	-	-	-	-		-
TOTAL MATERIALS & SUPPLIES		510.00	1,180.00	450.00	90.00	1,770.00	4,000.00		4,000.00

Attachment: Copy of CTSA Budget breakout_FY24_NJS (9858 : Omnitrans CTSA Budget for Fiscal Year 2023/2024)

Attachment 1

OMNITRANS									
3000- EXPENSE REPORT FOR SPECIALIZED TRANSPORTATION SERVICES									
GL ACCT	Salary %	A	B	C	D				E
		17%	6%	15%	3%	59%	1.00		1.00
CODE	DESCRIPTION	Admin	Travel	TREP	Uber/Taxi	Mobility Partners	Proposed CTSA BDGT	MicroTransit *	Proposed TO BDGT
505020	Utility Other than Propulsion Power	255.00	90.00	225.00	45.00	885.00	1,500.00		1,500.00
505030	Telephone	1,445.00	510.00	1,275.00	255.00	5,015.00	8,500.00		8,500.00
505040	Data communication Lines	-	-	-	-	-	-		-
505060	Repairs & Maint - Buildings	-	-	-	-	-	-		-
505110	Repairs & Maint - Equipment	-	-	-	-	-	-		-
505160	Repairs & Maint - Office Equipment	-	-	-	-	-	-		-
505170	R & M Software [Contracts]	-	-	-	-	-	-		-
505210	Repairs & Maint Grounds	-	-	-	-	-	-		-
505230	Repairs & Maint Stops & Stations	-	-	-	-	-	-		-
505960	Other Occupancy Expense	-	-	-	-	-	-		-
TOTAL OCCUPANCY		1,700.00	600.00	1,500.00	300.00	5,900.00	10,000.00		10,000.00
506110	Property/Official & Emp Liab Insurance	-	-	-	-	-	-		-
506160	General Liab & Veh Liab/Loss Insurance	-	4,500.00	-	-	-	4,500.00		4,500.00
506180	General Auto PD/PL Uninsured Ded/	-	-	-	-	-	-		-
506310	Worker's Comp Excess/Employer's L	-	-	-	-	-	-		-
506360	Worker's Comp Self Insured IBNR	-	-	-	-	-	-		-
506960	General Liability/Loss IBNR	-	-	-	-	-	-		-
TOTAL CASUALTY & LIABILITY		-	4,500.00	-	-	-	4,500.00		4,500.00
508220	Purchased Transportation	-	-	-	-	-	-	592,650.00	592,650.00
508900	Purch Trans Lease Cost - LTF	-	-	-	-	-	-	-	-
508990	Purch Trans Lease Cost - FTA	-	-	-	-	-	-	-	-
TOTAL PURCH TRANSPORT		-	-	-	-	-	-	592,650.00	592,650.00
509080	Advertising/Promotion Media	765.00	270.00	675.00	135.00	2,655.00	4,500.00		4,500.00
509230	Printing Charges	850.00	300.00	750.00	150.00	2,950.00	5,000.00		5,000.00
TOTAL PRINTING & ADVERTISING		1,615.00	570.00	1,425.00	285.00	5,605.00	9,500.00		9,500.00
508000	Interest Expense	-	-	-	-	-	-		-
509010	Memberships, Dues, Pub, Subscript	255.00	90.00	225.00	45.00	885.00	1,500.00		1,500.00
509020	Travel & Meetings	2,125.00	750.00	1,875.00	375.00	7,375.00	12,500.00		12,500.00
509030	Postage and Express Mail	-	-	-	-	-	-		-
509070	Bad Debt expense /NSF	-	-	-	-	-	-		-
509100	Bus Pass Sales Discounts	-	50,000.00	-	-	-	50,000.00		50,000.00
509200	Safety Training	-	-	-	-	-	-		-
509210	Employee Training	1,020.00	360.00	900.00	180.00	3,540.00	6,000.00		6,000.00
509220	Educational Reimbursements	-	-	-	-	-	-		-
509240	Outside Freight	-	-	-	-	-	-		-
509250	Bank Charges	-	-	-	-	-	-		-
509260	Employee Recognition	42.50	15.00	37.50	7.50	147.50	250.00		250.00
	PO Invoice Over Under	-	-	-	-	-	-		-
509990	Other Miscellaneous Expense	-	-	-	-	-	-		-
590300	Distributed Labor - Maintenance - Dir	-	-	-	-	-	-		-
590400	Allocated Indirect Labor & Benefits	-	-	-	-	-	-		-
TOTAL MISCELLANEOUS EXPENSE		3,442.50	51,215.00	3,037.50	607.50	11,947.50	70,250.00	-	70,250.00
TOTAL EXPENSES		97,574.29	89,937.98	206,094.96	137,218.99	2,860,979.18	3,391,805.40	592,650.00	3,984,414.33
		0.02	0.02	0.05	0.03	0.72			
*Microtransit activities are part of Omnitrans Access budget. Microtransit has been included in the CTSA budget to show its use of Measure I CTSA funding.									

Attachment: Copy of CTSA Budget breakout_FY24_NJS (9858 : Omnitrans CTSA Budget for Fiscal Year 2023/2024)

Minute Action

AGENDA ITEM: 27

Date: September 6, 2023

Subject:

San Bernardino County Multimodal Transportation Quarterly Update for Fiscal Year 2022/2023 Third Quarter

Recommendation:

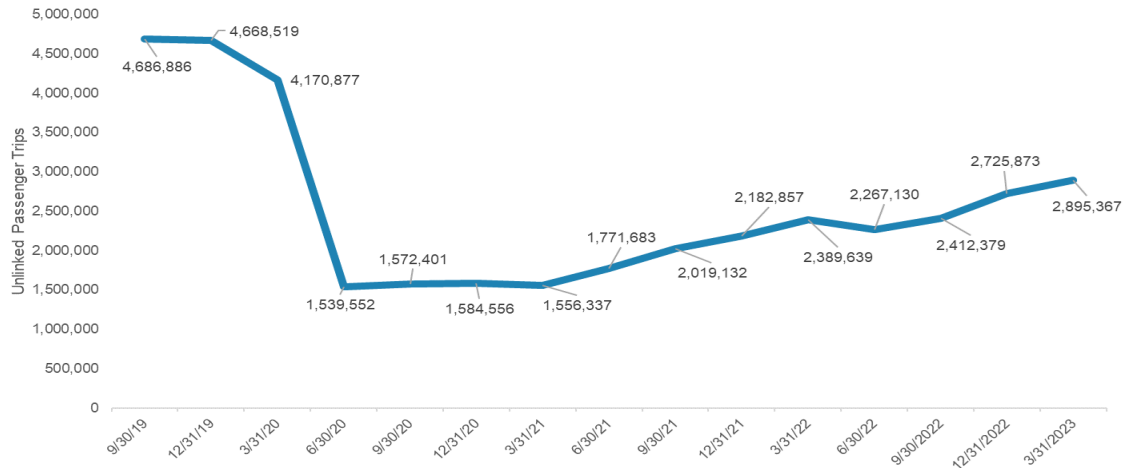
Receive and file the San Bernardino County Multimodal Transportation Quarterly Update Fiscal Year 2022/2023 Third Quarter.

Background:

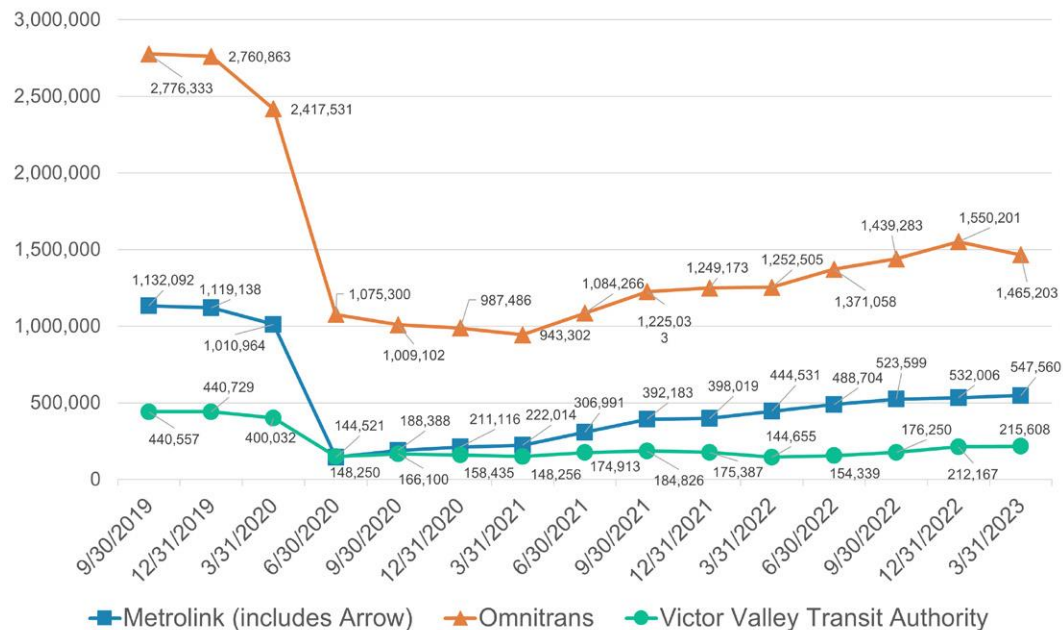
Multimodal services are an important part of how people travel throughout San Bernardino County. This is reflected in projects and programs that San Bernardino County Transportation Authority (SBCTA) is currently constructing and managing, as well as its involvement with the transit operators and the 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 (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 data sources for this report came from SBCTA's rideshare program database, transit operators' staff, and 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. SCRRA data is collected directly from SCRRA staff and reviewed as part of the SCRRA Member Agency Advisory Committee (MAAC) activities. SBCTA is working with SCRRA on adding access to Arrow Service data through TransTrack for consistency.

Overall, the County's public transit operators provided nearly 2.9 million trips in the third quarter of Fiscal Year (FY) 2022/2023, which was a 6 percent increase from the previous quarter (Exhibit 2 on the following page).

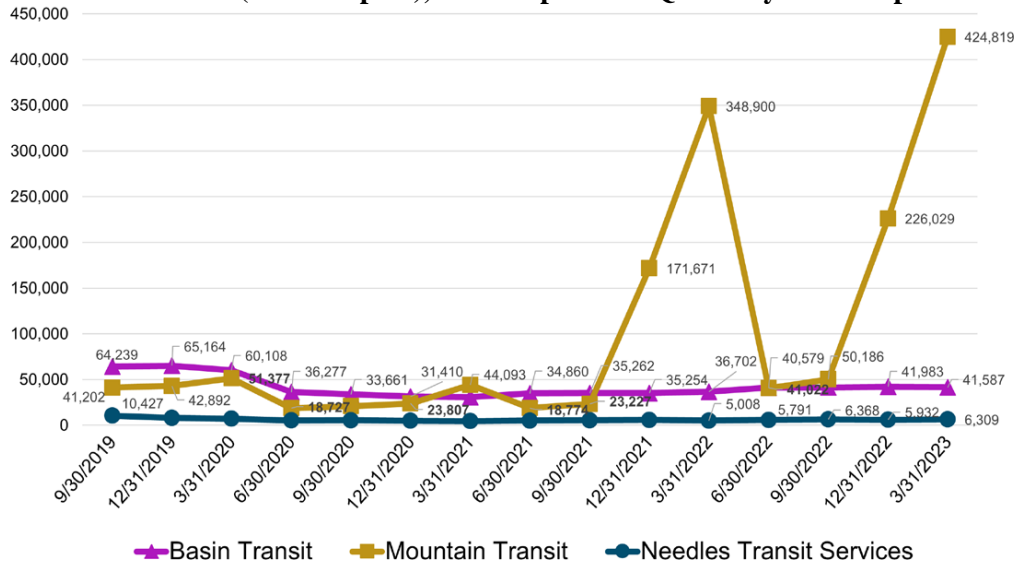
Exhibit 2 (From Report), Countywide Quarterly Ridership Total, All Transit Modes

The larger operators decreased trips by 3 percent over the first quarter, with Metrolink, Omnitrans, and Victor Valley Transit Authority (VVTa) collectively providing 2.3 million trips in the second quarter of FY 2022/2023. Despite the overall decrease, Metrolink added 3 percent more trips and VVTa saw an increase of 2 percent over the prior quarter. Omnitrans decreased 5 percent in ridership (Exhibit 3).

Exhibit 3 (From Report), Larger Operators Quarterly Ridership

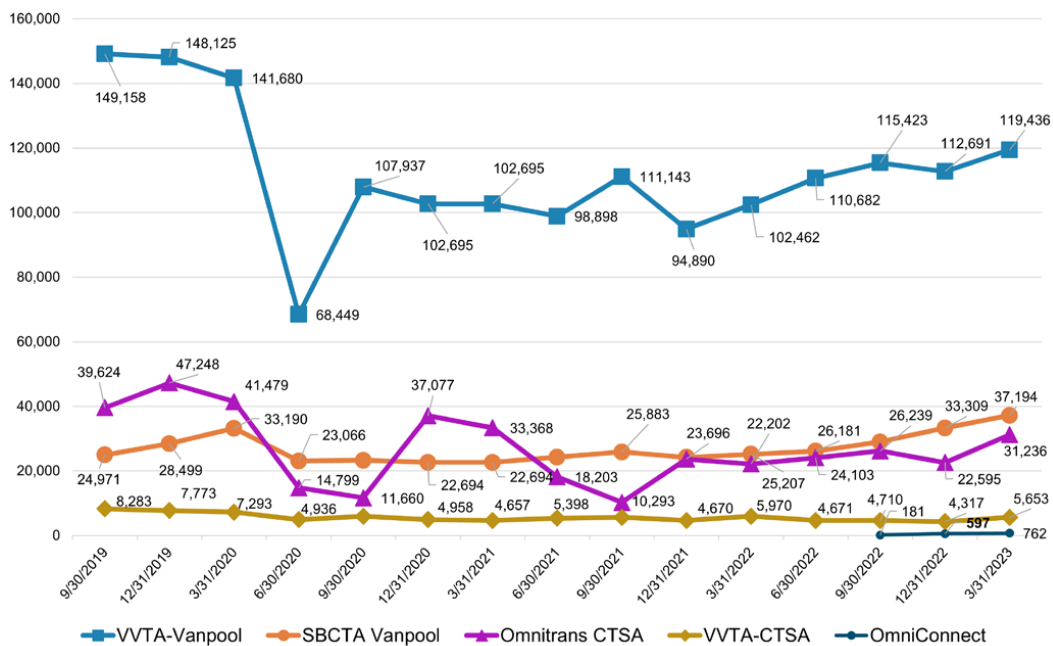
Among the small operators, there was an increase of nearly 199,000 more trips than in the previous quarter. Mountain Transit had an 88 percent increase, and Needles Transit a 6 percent increase over the prior quarter. Basin Transit (formally Morongo Basin Transit Authority) lost ridership, a 1 percent decrease (Exhibit 4 on the following page).

Exhibit 4 (From Report), Small Operators Quarterly Ridership



Among the smaller transportation programs, ridership steadily grew. VVTA's Vanpool increased trips by 6 percent while SBCTA's SB Loop increased trips by 12 percent. The Omnitrans and VVTA Consolidated Transportation Services Agency (CTSA) programs, providing specialized transportation to older adults and persons with disabilities both increased: 38 percent by Omnitrans CTSA, and 31 percent by VVTA CTSA over the prior quarter. Omnitrans' ONT Connect had 604 passenger trips, an increase of 12 percent in the third quarter, while SB Connect had 158 passenger trips, an increase of 172 percent in its first full quarter since launching during the second quarter (Exhibit 5).

Exhibit 5 (From Report), Small Programs Quarterly Ridership



Current Initiatives

Public and Specialized Transportation Advisory and Coordination Council (PASTACC)

SBCTA has a long-standing advisory body in the PASTACC. Established in the early 1990s, PASTACC responds to requirements of the Transportation Development Act Article 3 §99238 to form a social services transportation advisory council, providing input to SBCTA in key areas.

PASTACC voting members include representatives of each of the five public transit operators, plus the County, and six human service organizations, both large and small. Its coordination role is to foster dialogue between these two groups. Additionally, participation is invited from a broad network of community-based organizations across San Bernardino County, a number of whom participate at every bimonthly or quarterly meeting.

PASTACC seeks ways in which to ensure that public transportation is responsive to a broad range of rider needs, including those of older adults, people with disabilities, persons with low incomes, veterans and historically underserved populations, in both urban settings and rural areas.

Statutory purposes of this advisory body involve SBCTA's annual Mobility Needs Hearing process, with PASTACC review and approval of responses to testimony. In May, PASTACC hosted the Countywide Mobility Needs Public Hearing during its regular meeting. The Public Hearing solicited comments relevant to public transportation needs throughout San Bernardino County, especially as they related to older adults, people with disabilities or low-income individuals, or to providing transportation in environmentally sensitive areas.

Public testimonies on unmet needs related to:

- Need for an accessible connection between the University of Redlands Arrow Station to the University.
- In Upland, there is no service north of Foothill Boulevard.
- In Grand Terrace, there is a service gap between Barton Road and Center Street.

For human service transportation providers, PASTACC presents capacity-building strategies to aid these typically small programs. During the new fiscal year, PASTACC and its members will continue to work towards:

1. Promoting transit awareness and education tools to help return riders and encourage new riders to San Bernardino County's public transportation network.
2. Strengthening specialized transportation programs that fill hard-to-serve mobility gaps.
3. Identifying equity-based strategies to improve access to transportation services for underserved communities and neighborhoods.

Countywide Free Fares for Students K-12

Recently launched this August, County Bus Operators are providing free fares for students in grades K-12. On April 4, 2023, the SBCTA Board approved the Low Carbon Transit Operations Program funding to go towards free fares on public transit for students grades K-12. Students can

San Bernardino County Transportation Authority

now ride for free on public transit buses of any County operator, except for commuter services. In the City of Needles, their free fare initiative will extend to Palo Verde College students, in addition to K-12 students. Metrolink will be initiating a program that allows students to ride free with their student ID.

Financial Impact:

This item is consistent with the Fiscal Year 2023/2024 Budget.

Reviewed By:

This item was received by the Transit Committee on August 10, 2023.

Responsible Staff:

Nancy Strickert, Transit Manager

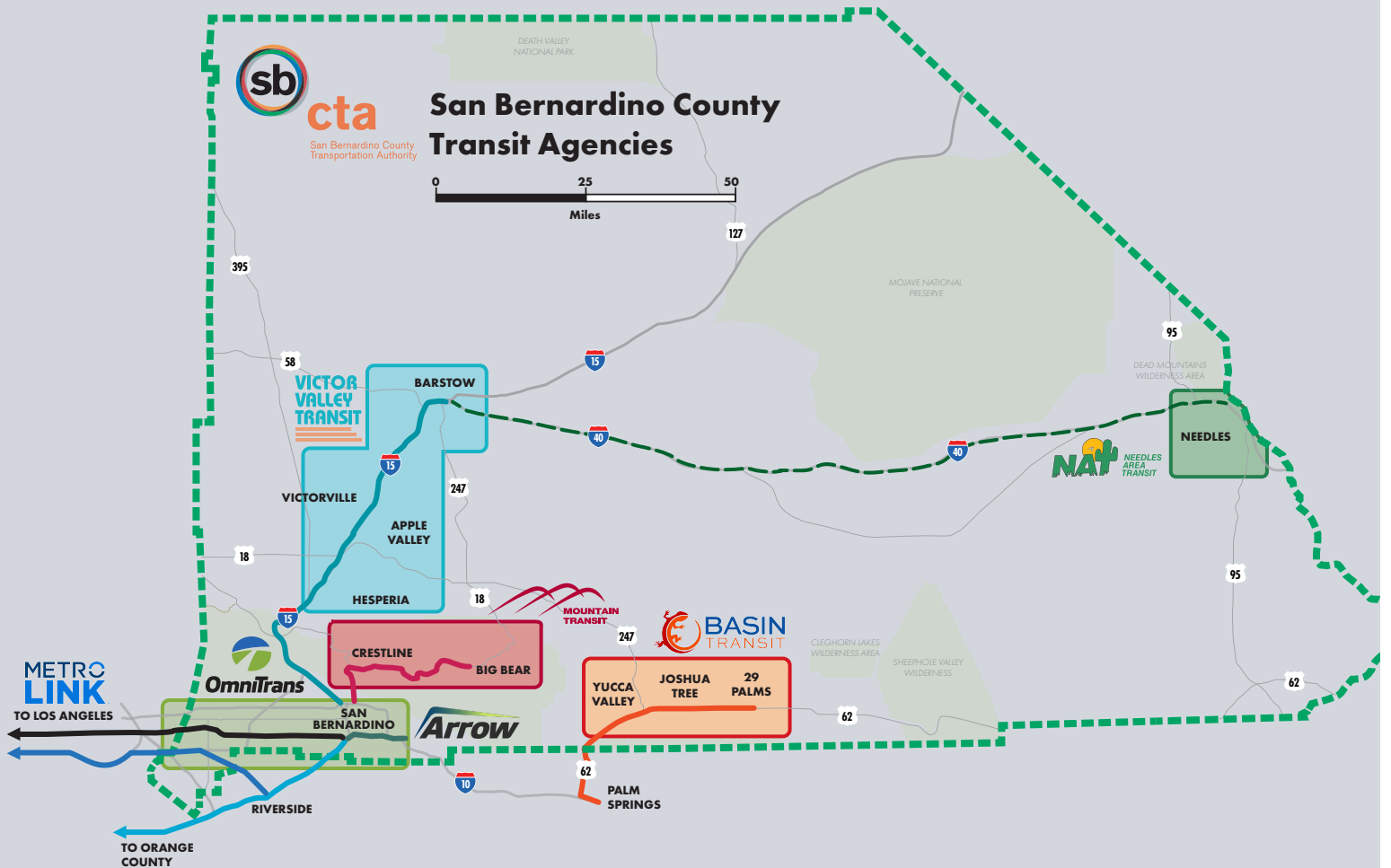
Approved
Board of Directors
Date: September 6, 2023
Witnessed By:



cta

San Bernardino County
Transportation Authority

San Bernardino County Multimodal Transportation Quarterly Update



*Third Quarter Fiscal Year 2022/2023
Volume 4, Number 3*

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SAN BERNARDINO COUNTY MULTIMODAL TRANSPORTATION QUARTERLY REPORT

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SAN BERNARDINO COUNTY MULTIMODAL TRANSPORTATION QUARTERLY REPORT

Introduction

All of San Bernardino County's public transit programs are showing steady, continuing recovery of ridership from low points in the summer of 2020, near the outset of the COVID-19 pandemic. This iteration of the SAN BERNARDINO COUNTY MULTIMODAL TRANSPORTATION QUARTERLY REPORT (Volume 4, Number 3), third quarter (January, February, March) of Fiscal Year 2022/2023 (FY 22/23) contrasts performance with the second quarter (October, November, December) of FY 22/23. Three years of public transportation performance provide additional context. Current initiatives by the operators to grow ridership and enhance community-level and regional transit services are also reported.

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.

The County's Public Transportation Modes and Programs

San Bernardino County, during this quarter, is served by six public transit operators, providing rail, fixed-route bus services, microtransit and Americans with Disabilities Act (ADA) complementary paratransit services. The new Metrolink Arrow

Exhibit 1, San Bernardino County Public Transit Bus Operators



San Bernardino-Redlands train service commenced in October 2022. Its first quarter of service is presented in this report. 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. Metrolink launched the Arrow service in October, adding nine additional miles, four new stations, and new Diesel Multiple Unit (DMU) trains, and connecting Downtown San Bernardino with the University of Redlands.
- **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.
- **Basin Transit (Previously Morongo Basin Transit Authority)** – 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 Transit Services** – Providing services within the City of Needles and limited connections into Arizona.

Three additional modes of transportation support San Bernardino County residents:

- **Consolidated Transportation Service Agencies (CTSAs) programs** – Specialized transportation services administered by Omnitrans and VVTA.
- **Vanpool programs** – Programs are operated by San Bernardino County Transportation Authority (SBCTA) and VVTA.
- **IE Commuter** – A rideshare program of SBCTA and Riverside County Transportation Commission (RCTC).

SAN BERNARDINO COUNTY MULTIMODAL TRANSPORTATION QUARTERLY REPORT

Commentary

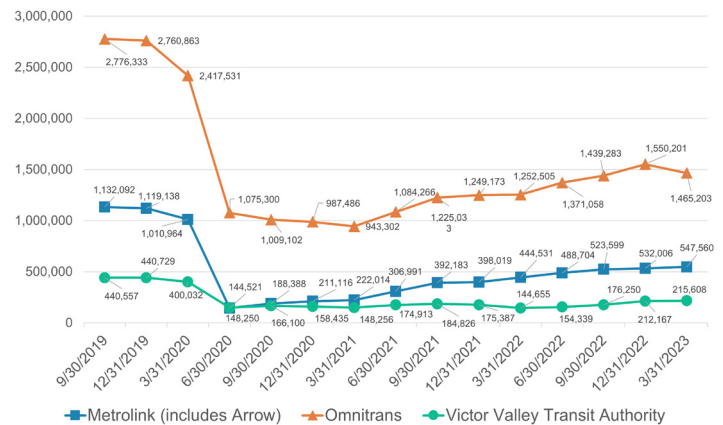
Transit Ridership Is Heading in the Right Direction

Throughout the third quarter of FY 22/23, San Bernardino County transit operators provided nearly 2.9 million trips systemwide (Exhibit 2). This is a 6% systemwide increase in ridership over the second quarter and represents nearly 169,500 more trips. Performance varied by provider particularly among public transit bus operators, but, overall, transit ridership in San Bernardino County continues to climb.

Together, the large operators, Metrolink, Omnitrans and VVTA, provided 2.3 million trips, 3% fewer trips than the second quarter of FY 22/23 (Exhibit 3). Metrolink added 3% more trips over the second quarter, serving 547,500 trips on its San Bernardino lines (including the new Arrow service). Omnitrans experienced an uncharacteristic loss in ridership, its first since the third quarter of FY 20/21. Ridership fell by 5%, with 1.4 million trips provided during the third quarter. VVTA continued to realize ridership growth, providing more than 215,600 trips, a 2% increase in trips, partially attributed to their free ride promotion offered in February and March.

Overall, the County's three smaller operators provided more than 472,700 trips during the third quarter (Exhibit 4), but increased ridership was not experienced globally. Basin Transit

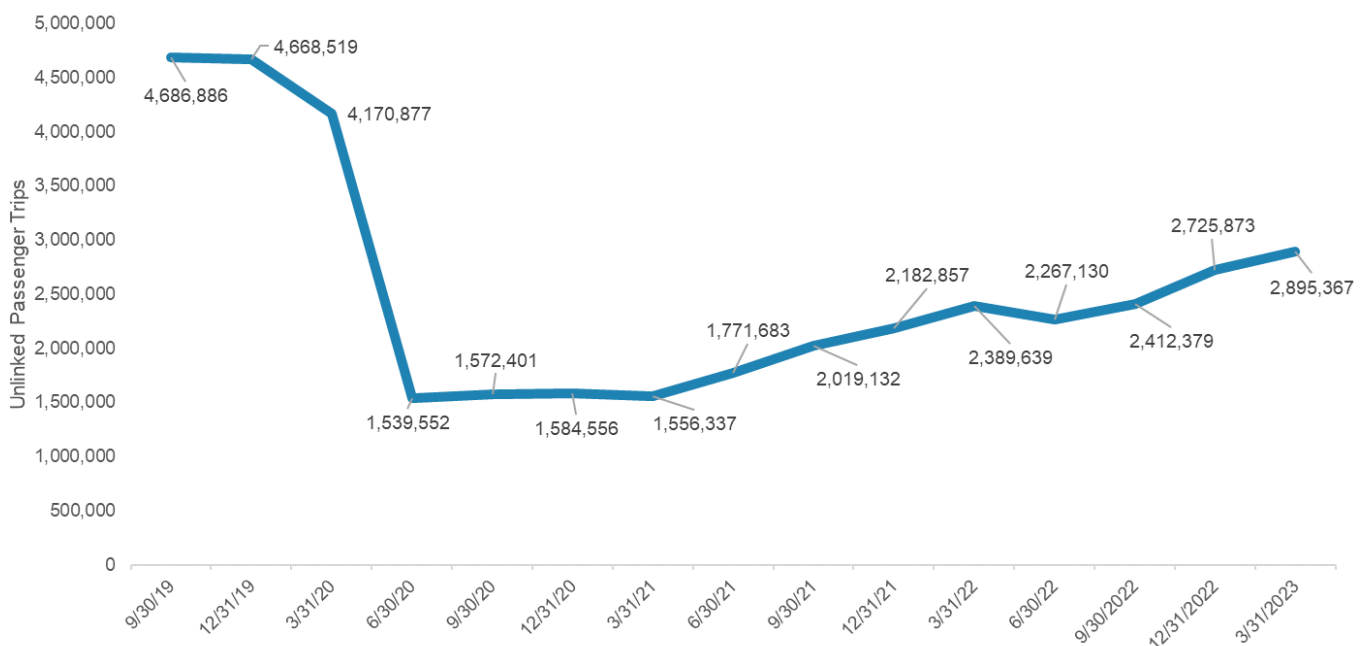
Exhibit 3, Larger Operators' Quarterly Ridership



(formerly Morongo Basin Transit Authority) lost ridership, providing about 41,500 trips, 1% fewer than the previous quarter. Mountain Transit's ridership surged again, most likely due to the ski season and contracted service for Big Bear Mountain Resort. During the third quarter, Mountain Transit provided 424,800 trips, an 88% increase over the second quarter. Needles Transit also increased ridership, providing 6% more trips, or more than 6,300 trips.

Ridership grew steadily among all of the smaller transportation programs (Exhibit 5). VVTA's vanpool program provided 6% more trips and added one vanpool compared to the second

Exhibit 2, Countywide Quarterly Ridership Total, All Transit Modes



SAN BERNARDINO COUNTY MULTIMODAL TRANSPORTATION QUARTERLY REPORT

Exhibit 4, Smaller Operators' Quarterly Ridership

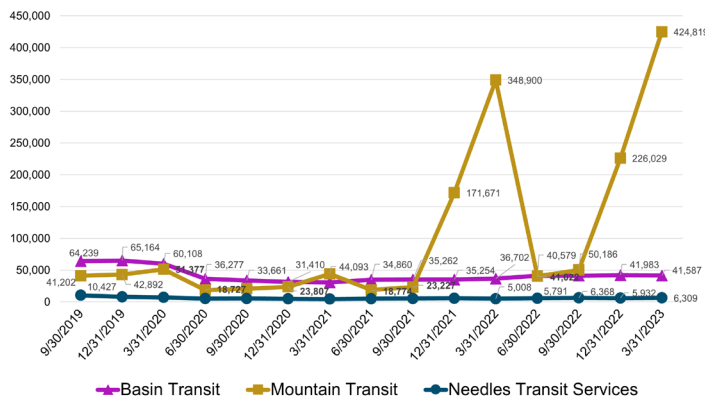


Exhibit 5, Smaller Programs' Quarterly Ridership

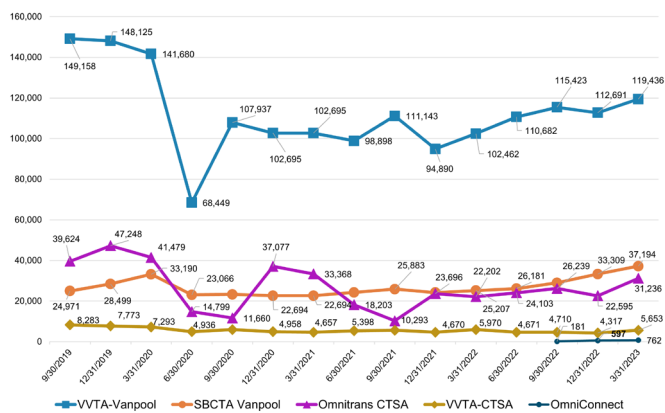
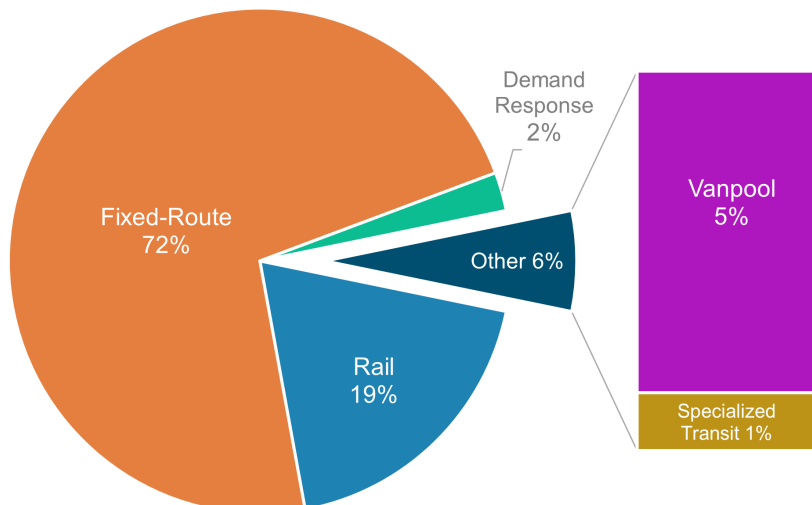


Exhibit 6, Trips by Mode, Third Quarter FY 22/23 – 2.9 Million Trips



quarter. SBCTA's SB Loop added six vanpools and increased trips provided by 12%. Omnitrans CTSA's programs provided their clientele of older adults and persons with disabilities with 38% more trips. The majority of the CTSA's nonprofit partners experienced increased trip-making, contributing to the program-wide 31,200 CTSA trips provided. VVTA's CTSA, which also serves older adults and people with disabilities, provided more than 5,600 trips — 31% more trips than the previous quarter. Both OmniConnect shuttles provided more trips during the third quarter: SB Connect provided 172% more trips over its first quarter of service (i.e., the second quarter of FY 22/23), and ONT Connect increased trips by 12%, up to 604 trips provided.

Ridership by Mode Split

Across all modes, San Bernardino County operators provided 2.9 million trips during the third quarter (Exhibit 6). The fixed-route proportion of trips, at 72%, is a slight increase of the share compared to the previous quarter and represents more than 2 million trips. Rail comprised 19% of all trips, providing more than 547,500 trips across Metrolink's San Bernardino County lines. In general, smaller services maintained their proportion of total trips provided. Demand response services, including microtransit, fell slightly to 2% of all trips provided, or more than 71,100 trips. Vanpool trips continued at 5% of all countywide trips, representing more than 156,600 trips. The specialized transportation services' almost 37,000 trips represent 1% of all trips provided.

Current Initiatives

This section reports on initiatives and activities by SBCTA and San Bernardino County operators to increase mobility, grow ridership and improve coordination among transit programs and providers.

SBCTA's Public and Specialized Transportation Advisory Coordination Council (PASTACC) SBCTA has a long-standing advisory body in PASTACC, the Public and Specialized Transportation Advisory Coordination Council. Established in the early 1990s, PASTACC responds to requirements of the Transportation Development Act, Article 3 §99238 to form a social services transportation advisory council, providing input to SBCTA in key areas.

PASTACC voting members include representatives of each of the five public transit operators, plus the County, and six human service organizations, both large and small. Its coordination role is to foster dialogue between these two groups. Additionally, participation is invited from a broad network of community-based organizations across San Bernardino County, a number of whom participate at every bi-monthly or quarterly meeting.

Exhibit 7, Flyer promoting 2023 Mobility Needs Public Hearing

TELL US ABOUT MOBILITY NEEDS

The San Bernardino County Transportation Authority (SBCTA) invites your input to identify mobility needs in San Bernardino County. Are fixed route, ADA paratransit or rail services meeting your needs? Your comments will aide SBCTA in improving transit services across the County.

ATTEND SBCTA'S MOBILITY NEEDS PUBLIC HEARING
Tuesday, May 9, 2023 • 10:00 A.M.
 SBCTA Board Room:
 1170 West 3rd Street, San Bernardino CA 92410, First Floor
 (Hearing is part of the regularly scheduled PASTACC meeting)

OR PARTICIPATE FROM A TELECONFERENCE LOCATION:

- ▶ Big Bear Chamber of Commerce: 630 Bartlett Road, Big Bear Lake, CA 92315
- ▶ City of Needles Council Chambers: 1111 Bailey Avenue, Needles, CA 92363
- ▶ Victor Valley Transit Authority: 17150 Smoke Tree Street, Hesperia, CA 92345

Please advise SBCTA of special needs no less than 72 hours prior to the meeting so appropriate accommodations can be arranged: (909) 884-8276

Send Written Comments by July 31, 2023 to:
 Nancy Strickert
 nstrickert@gosbcta.com
 SBCTA TDA Public Hearing
 1170 W. 3rd St. 2nd floor, San Bernardino, CA 92410

sbcta San Bernardino County Transportation Authority

PASTACC seeks ways in which to ensure that public transportation is responsive to a broad range of rider needs, including those of older adults, people with disabilities, persons with low incomes, veterans and historically underserved populations, in both urban settings and rural areas.

Statutory purposes of this advisory body involve SBCTA's annual Mobility Needs Hearing process, with PASTACC review and approval of responses to testimony. For human service transportation providers, PASTACC presents capacity-building strategies to aid these typically small programs. For the County's public transit operators, information sharing with PASTACC members enables them to get their latest initiatives out to human services clientele. And when discretionary grant funding becomes available, PASTACC notifies eligible entities, provides technical support to bring in additional transit funding to the County and is a source of critical letters of support.

These activities characterize the coordination focus PASTACC embraces. During the new fiscal year, PASTACC and its members will continue to work towards:

1. Promoting transit awareness and education tools to help return riders and encourage new riders to San Bernardino County's public transportation network.
2. Strengthening specialized transportation programs that fill hard-to-serve mobility gaps.
3. Identifying equity-based strategies to improve access to transportation services for underserved communities and neighborhoods.

In May, PASTACC hosted the Countywide Mobility Needs Public Hearing during its regular meeting. The Public Hearing solicited comments relevant to public transportation needs throughout San Bernardino County, especially as they related to older adults, people with disabilities or low-income individuals, or to providing transportation in environmentally sensitive areas.

Public testimonies on unmet needs related to:

- Need for an accessible connection between Arrow and the University of Redlands.
- In Upland, there is no service north of Foothill Boulevard.
- In Grand Terrace, there is a service gap between Barton and Center.

SAN BERNARDINO COUNTY MULTIMODAL TRANSPORTATION QUARTERLY REPORT

SBCTA Announces Countywide Free Fares for Students

SBCTA is funding free fares for students countywide for the 2023-2024 school year (Exhibit 8). This promotion, which launches in August 2023, offers kindergarten–12th graders free rides to school on fixed-route buses operated by:

- Omnitrans
- Basin Transit
- Mountain Transit
- Needles Transit (promotion includes college students)
- Victor Valley Transit Authority

Since its inception in August 2021, Omnitrans' Free Fares for School program has provided 1 million free rides for students. Utilizing Local Transportation Funds (LTF) and Low Carbon Transit Operations Program (LCTOP) funds, SBCTA will now expand this program to all students across San Bernardino County. Details about how to ride are available on each transit operators' website.

Exhibit 8, Regional Flyer promoting Countywide Free Fares Program

You're now free to GO.

STUDENTS (K-12) RIDE FREE every day, on every bus system in San Bernardino County.

Visit your local transit website to find out how to ride free.

Logos: BASIN TRANSIT, MOUNTAIN TRANSIT, NAI, Omnitrans, VICTOR VALLEY TRANSIT, sb cta, San Bernardino County Transportation Authority.

Plan your trip with Google Maps. Just click the transit icon!

Metrolink Fare Promotion Provided Two Months of Free Rides for University of Redlands

To encourage ridership on its new Arrow service, Metrolink provided University of Redlands with two months of free passes. This pilot was funded by SBCTA. During January and February 2023, faculty, staff and students could receive the following free fares:

- 5-Day Flex Pass
- 10-Day Flex Pass
- Monthly Pass

A total of 189 passes were redeemed during the two-month pilot.

In light of this initial success, Metrolink plans to launch a system-wide Student Adventure Pass Pilot Program on September 5, 2023, which will provide students with free Metrolink fares. This program is based on an initial duration of 6 months, or until funds are fully expended and is offered to all students enrolled at colleges and universities throughout the Metrolink and Arrow service areas.

Exhibit 9, Metrolink Arrow Train and the University of Redlands mascot, the Bulldog, in Metrolink Promotion.



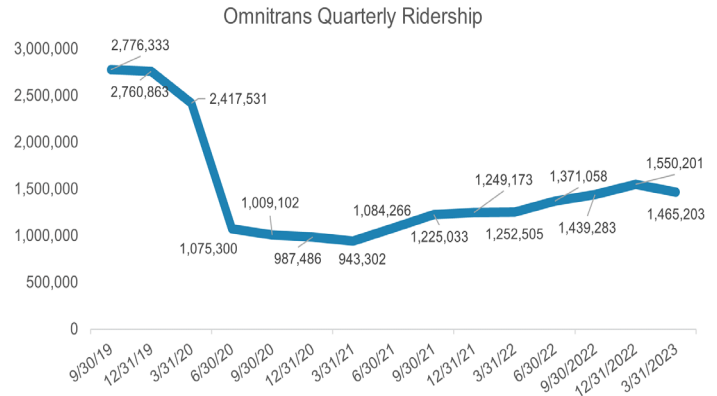
SAN BERNARDINO COUNTY MULTIMODAL TRANSPORTATION QUARTERLY REPORT Public Transit Bus Operators



Commentary and Trends

For the first time in seven quarters, Omnitrans' ridership dropped. During the third quarter of FY 22/23, Omnitrans provided 5% fewer trips systemwide with 1.4 million trips served. Trip reductions were experienced on both fixed-route and demand response services, with each service providing 5% fewer trips in this quarter-over-quarter comparison.

Revenue hours held steady and revenue miles dropped by 1%, while total operating costs rose by 9% compared to the second quarter.



Performance¹

	2nd Quarter (Oct-Nov-Dec)	3rd Quarter (Jan-Feb-Mar)	
	Prior Quarter FY 22/23	Current Year FY 22/23	% change from 2nd Quarter
SYSTEM Total Passenger Trips	1,550,201	1,465,203	-5%
Fixed-Route Trips ²	1,515,223	1,432,003	-5%
Demand Response Trips	34,978	33,200	-5%
SYSTEM Performance			
Revenue Hours	140,406	140,129	0%
Passengers per Rev Hour	11.0	10.5	-5%
Revenue Miles	1,922,443	1,906,657	-1%
Passengers per Rev Mile	0.81	0.77	-5%
Passenger Miles	8,253,009	7,811,685	-5%
Average Trip Length (miles)	5.32	5.33	0%
OPERATIONS Expense			
Total Operating Cost	\$19,466,431	\$21,159,175	9%
Passenger Revenue	\$4,430,323	\$4,758,415	7%
Farebox Recovery Ratio Systemwide	22.8%	22.5%	-1%
Subsidy/Pass Trip – Systemwide	\$9.70	\$11.19	15%
Fixed-Route Cost per Trip	\$10.85	\$12.34	14%
Demand Response Cost per Trip	\$86.73	\$105.02	21%
FLEET Characteristics			
Vehicles in Peak Service	(Includes sbX)	(Includes sbX)	
Fixed-Route	97	97	
Demand Response	40	40	
Total Vehicles in Peak Service	137	137	
Service Area Square Mileage	463	463	
Vehicles per Square Mile	0.30	0.30	

¹ Extracted from TransTrack Manager Quarterly Scorecard during June 2023.

² OmniConnect performance data are also counted as fixed-route trips for Omnitrans services and should not be double counted.



OmniConnect Shuttle Services: ONT Connect SB Connect

Commentary and Trends

Omnitrans' new shuttle services, OmniConnect, includes two routes, ONT Connect (Route 380) and SB Connect (Route 300), that provide multimodal connections.

ONT Connect (Route 380) provides nonstop service between the Rancho Cucamonga Metrolink Station and Ontario International Airport. The service began August 2022.

SB Connect (Route 300) serves Arrow and Metrolink rail service at the San Bernardino Transit Center and downtown San Bernardino. The service commenced in October 2022, in concert with the launch of Metrolink's Arrow service.

During the third quarter of FY 22/23, OmniConnect services increased by 28%, primarily attributed to the 172% increase

in SB Connect services, with 158 trips provided. ONT Connect services also provided more service, increasing trips by 12% during the third quarter.

The OmniConnect shuttles also saw increases in revenue hours and miles, by 24% and 10%, respectively. This contributed to a 46% increase in total operating costs over the second quarter.

Of note, fare revenue may include an allocation of Measure I that is counted toward farebox recovery passenger revenue.

Performance¹

	2nd Quarter (Oct-Nov-Dec)	3rd Quarter (Jan-Feb-Mar)	
	Prior Year FY 20/21	Current Year FY 22/23	% change from 2nd Quarter
Total Passenger Trips ²	597	762	28%
Route 300 SB Connect	58	158	172%
Route 380 ONT Connect	539	604	12%
Performance			
Revenue Hours	2,019	2,507	24%
Passengers per Rev Hour	0.3	0.3	3%
Revenue Miles	19,366	21,320	10%
Passengers per Rev Mile	0.03	0.04	16%
OPERATIONS Expense			
Total Operating Cost	\$218,688	\$320,057	46%
Passenger Revenue	\$30,423	\$37,717	24%
Farebox Recovery Ratio	13.9%	11.8%	-15%
Subsidy per Pass Trip	\$315.35	\$370.52	17%
FLEET Characteristics			
Vehicles in Peak Service	2	2	
Service Area Square Mileage	31	31	
Vehicles per Square Mile	0.1	0.1	

¹ Extracted from TransTrack Manager Quarterly Scorecard during June 2023.

² OmniConnect performance data are also counted as fixed-route trips for Omnitrans services and should not be double counted.

SAN BERNARDINO COUNTY MULTIMODAL TRANSPORTATION QUARTERLY REPORT Public Transit Bus Operators

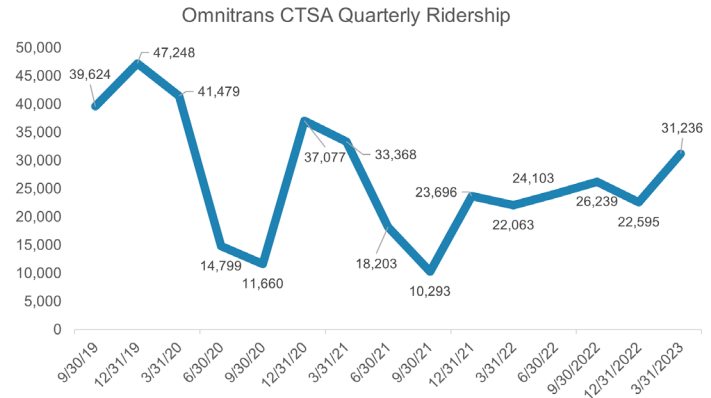


Commentary and Trends

CTSA programs are working hard to recover and rebuild ridership. During the third quarter of FY 22/23, the Omnitrans CTSA services saw increased tripmaking overall and on the majority of partner programs. Together, all CTSA programs increased trips by 38%, to more than 31,200 rides provided.

Among Omnitrans-administered programs, the TREP Mileage Reimbursement Program saw a drop of 5% in trips, and the Uber/Taxi Ride Program increased by 40% over the second quarter.

Among the Regional Mobility Partnership services, increases in trips were seen on all but one program and those that are in the process of launching. Notably, OPARC saw an 84% increase in trips, providing more than 6,600 trips during the third quarter.



Performance

	2nd Quarter (Oct-Nov-Dec)	3rd Quarter (Jan-Feb-Mar)	
	Prior Quarter FY 22/23	Current Year FY 22/23	% change from 2nd Quarter
TOTAL TRIPS	22,595	31,236	38%
TREP Mileage Reimbursement Trips	2,558	2,425	-5%
Uber/Taxi Ride Program Trips	1,675	2,341	40%
Travel Training Program*	0	0	—
Regional Mobility Partnership (RMP) Trips	18,362	26,470	44%
Anthesis	6,892	9,847	43%
Lutheran Social Services	163	274	68%
City of Grand Terrace**	0	0	—
AgingNext	3,503	4,849	38%
OPARC	3,622	6,676	84%
City of Chino	1,745	2,263	30%
Highland Senior Center	1,039	1,110	7%
Loma Linda University Adult Day Health	1,332	1,451	9%
City of Ontario***	0	0	—
City of Rialto***	0	0	—
FAP***	0	0	—

*This program was temporarily suspended for safety/health concerns during the COVID-19 pandemic. It has resumed as of March 2023.

**No ridership to report as this transportation program is in the process of hiring a new driver.

***New Regional Mobility Partnership contracts have been executed. Partners are in the process of starting their programs.

Attachment: SBCTA FY22_23_3rd Quarter_Final (9859 : San Bernardino County Multimodal Transportation Quarterly Update)

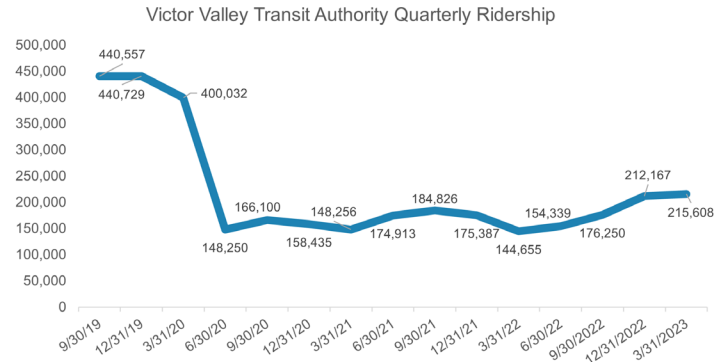


SAN BERNARDINO COUNTY MULTIMODAL TRANSPORTATION QUARTERLY REPORT Public Transit Bus Operators

Commentary and Trends

VVTA's ridership continued to grow during the third quarter. Systemwide, VVTA provided more than 215,600 trips, a 2% increase over the second quarter. Increases were seen only on the commuter services, with 41% more trips provided. Both fixed-route and demand response services stayed consistent.

Revenue hours maintained while revenue miles dropped by 1%, in this quarter-over-quarter comparison. This was reflected by a 6% drop in total operating costs.



Performance¹

	2nd Quarter (Oct-Nov-Dec)	3rd Quarter (Jan-Feb-Mar)	
	Prior Quarter FY 22/23	Current Year FY 22/23	% change from 2nd Quarter
SYSTEM Total Passenger Trips	212,167	215,608	2%
Fixed-Route Trips	175,884	175,884	0%
Commuter Bus Trips	8,179	11,573	41%
Demand Response Trips	28,104	28,151	0%
SYSTEM Performance [excludes vanpool revenue hours & miles]			
Revenue Hours	60,126	60,134	0%
Passengers per Rev Hour	3.5	3.6	2%
Revenue Miles	1,075,718	1,068,033	-1%
Passengers per Rev Mile	0.20	0.20	2%
OPERATIONS Expense [excludes vanpool expense & revenue]			
Total Transit Operating Cost	\$7,970,072	\$7,522,156	-6%
Passenger Revenue	\$450,085	\$449,177	0%
Farebox Recovery Ratio Systemwide	5.6%	6.0%	6%
Subsidy/Pass Trip – Systemwide	\$35.44	\$32.80	-7%
Fixed-Route Cost per Trip	\$28.51	\$33.17	16%
Demand Response Cost per Trip	\$53.68	\$50.41	-6%
FLEET Characteristics			
Vehicles in Peak Service	Includes 7 Electric Vehicles	Includes 7 Electric Vehicles	
Fixed-Route	47	47	
Commuter	6	6	
Demand Response	30	31	
Total Vehicles in Peak Service	83	84	
Service Area Square Mileage	1,082	1,082	
Vehicles per Square Mile	0.07	0.07	

¹ Extracted from TransTrack Manager Quarterly Scorecard during June 2023.



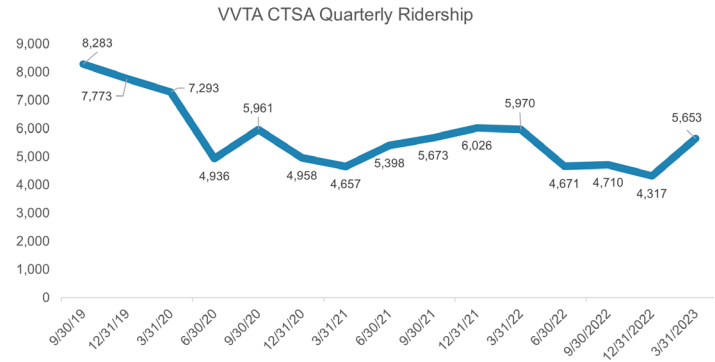
Consolidated Transportation Services Agency

SAN BERNARDINO COUNTY MULTIMODAL TRANSPORTATION QUARTERLY REPORT Public Transit Bus Operators

Commentary and Trends

Ridership across VVTA's CTSA programs increased significantly during the third quarter of FY 22/23. Together, these specialized programs provided just over 5,600 trips — 31% more trips than the previous quarter.

All but one of the nonprofit partner programs (Foothill AIDS Project) provided more trips than the second quarter. Of programs administered by VVTA CTSA, the Travel Training program provided 18% fewer trips, while the Fare Media program provided a notable 294% more trips. The TRIP volunteer driver mileage reimbursement program provided 4% more trips.



Performance

	2nd Quarter (Oct-Nov-Dec)	3rd Quarter (Jan-Feb-Mar)	
	Prior Quarter FY 22/23	Current Year FY 22/23	% change from 2nd Quarter
TOTAL TRIPS	4,317	5,653	31%
TRIP Program	2,821	2,944	4%
Nonprofit Providers	921	994	8%
<i>Foothill AIDS Project</i>	264	201	-24%
<i>Abundant Living Church</i>	571	692	21%
<i>Trona Community and Senior Center</i>	62	76	23%
<i>Bonnie Baker Senior Center</i>	24	25	4%
Travel Training Program	176	144	-18%
Fare Media Scholarship Program	399	1,571	294%
TOTAL CAR TRIPS	0	0	0%
VVTA's Needles Taxi Partnership	0	0	
TOTAL MILES	72,787	74,799	3%
TRIP Program	72,787	74,799	3%
TOTAL HOURS	50	75	
Transit Ambassador Program	50	75	50%

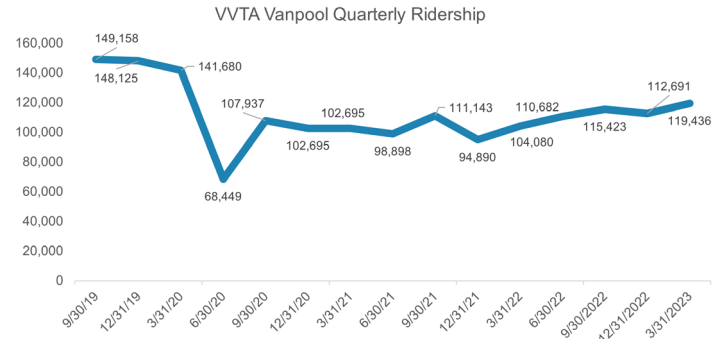


SAN BERNARDINO COUNTY MULTIMODAL TRANSPORTATION QUARTERLY REPORT Public Transit Bus Operators

Commentary and Trends

VVTA's vanpool program grew slightly during the third quarter of FY 22/23, adding one vanpool for a total of 189 vanpools. Revenue miles, revenue hours and passenger miles all increased in this quarter-over-quarter comparison.

More than 119,400 trips were provided on VVTA vanpools during the third quarter of FY 22/23, a 6% increase in trips.



Performance

	2nd Quarter (Oct-Nov-Dec)	3rd Quarter (Jan-Feb-Mar)	
	Prior Quarter FY 22/23	Current Year FY 22/23	% change from 2nd Quarter
Performance			
Number of Vanpools	188	189	1%
Revenue Miles	1,212,657	1,275,946	5%
Revenue Hours	24,226	25,050	3%
Unlinked Passenger Trips	112,691	119,436	6%
Passenger Miles	5,753,867	6,022,884	5%
Subsidies Disbursed	\$330,196	\$332,479	1%
Passenger Fares	\$326,834	\$291,857	-11%

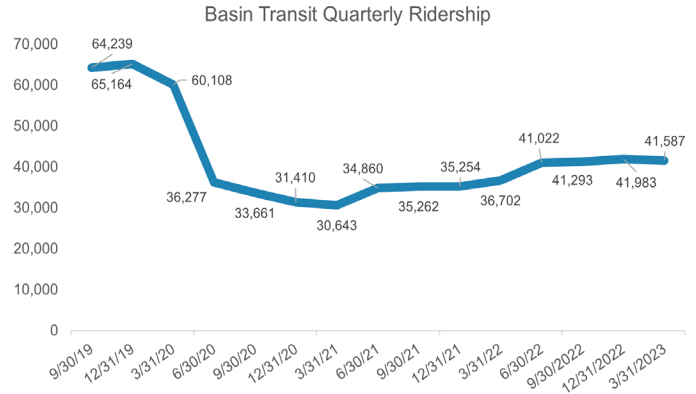


SAN BERNARDINO COUNTY MULTIMODAL TRANSPORTATION QUARTERLY REPORT Public Transit Bus Operators

Commentary and Trends

During the third quarter of FY 22/23, Basin Transit's (formerly Morongo Basin Transit Authority) ridership dropped slightly, by 1%, down to nearly 41,500 trips provided. Fixed-route trips fell by 2%, while both commuter bus service and demand response services saw increased trips provided, commuter bus by 8% and demand response by 70 trips. Systemwide operating costs decreased by 3%, while revenue hours and revenue miles increased slightly compared to the second quarter.

The TREP mileage reimbursement program again provided fewer trips, but served three additional clients during the third quarter.



Performance¹

	2nd Quarter (Oct-Nov-Dec)	3rd Quarter (Jan-Feb-Mar)	
	Prior Quarter FY 22/23	Current Year FY 22/23	% change from 2nd Quarter
SYSTEM Total Passenger Trips	41,983	41,587	-1%
Fixed-Route Trips	36,657	36,017	-2%
Commuter Bus Trips	2,105	2,276	8%
Demand Response Trips	3,221	3,294	0%
SYSTEM Performance			
Revenue Hours	8,042	8,063	0%
Passengers per Rev Hour	5.2	5.2	0%
Revenue Miles	158,999	160,725	1%
Passengers per Rev Mile	0.26	0.26	0%
OPERATIONS Expense			
Total Operating Cost	\$1,115,057	\$1,082,812	-3%
Passenger Revenue	\$79,655	\$94,088	18%
Farebox Recovery Ratio Systemwide	7.1%	8.7%	22%
Subsidy/Pass Trip – Systemwide	\$24.66	\$23.77	-4%
Fixed-Route Cost per Trip	\$22.18	\$21.93	-1%
Commuter Bus Cost per Trip	\$43.69	\$42.80	-2%
Demand Response Cost per Trip	\$22.18	\$59.27	167%
TREP Mileage Reimbursement Program			
TREP Clients	178	181	2%
TREP Trips	1,313	1,123	-14%
TREP Miles Reimbursed	25,851	24,162	-7%
Mileage Reimbursement Cost	\$7,755	\$7,249	-7%
FLEET Characteristics			
Vehicles in Peak Service		9	
Fixed-Route/Commuter		4	
Demand Response		4	
Total Vehicles in Peak Service		13	
Service Area Square Mileage		1,300	
Vehicles per Square Mile		0.01	

¹ Extracted from TransTrack Manager Quarterly Scorecard during June 2023.

SAN BERNARDINO COUNTY MULTIMODAL TRANSPORTATION QUARTERLY REPORT Public Transit Bus Operators



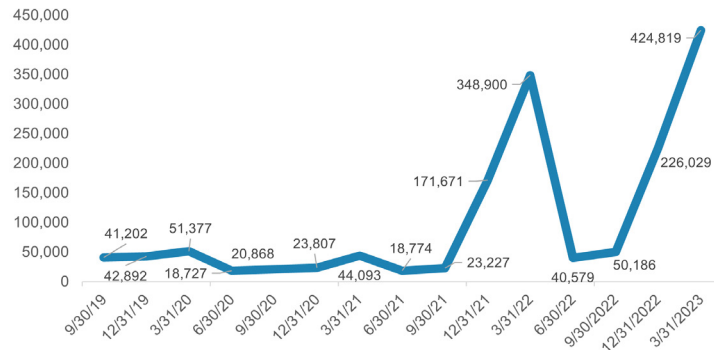
Commentary and Trends

Mountain Transit's ridership increased by 88%, up to more than 424,800 trips provided during the third quarter of FY 22/23. The large increase in ridership is attributed to the fixed-route service, likely due to increased tripmaking and Mountain Transit's shuttling services contract with Big Bear Mountain Resorts.

Trips dropped for both commuter bus and demand response services, down 22% and 5%, respectively, compared to the second quarter.

Revenue hours rose 9%, while revenue miles dropped by 8% during the third quarter. The increase in service contributed to a 4% increase in total operating costs and a significant increase in passenger fares, up 158% in this quarter-over-quarter comparison.

Mountain Transit Quarterly Ridership



Performance¹

	2nd Quarter (Oct-Nov-Dec)	3rd Quarter (Jan-Feb-Mar)	
	Prior Quarter FY 22/23	Current Year FY 22/23	% change from 2nd Quarter
SYSTEM Total Passenger Trips	226,029	424,819	88%
Fixed-Route Trips	220,383	419,815	90%
Commuter Bus Trips	2,192	1,715	-22%
Demand Response Trips	3,454	3,289	-5%
SYSTEM Performance			
Revenue Hours	13,340	14,538	9%
Passengers per Rev Hour	16.9	29.2	72%
Revenue Miles	193,573	177,970	-8%
Passengers per Rev Mile	1.17	2.39	104%
OPERATIONS Expense			
Total Operating Cost	\$922,312	\$957,060	4%
Passenger Revenue	\$340,920	\$877,947	158%
Farebox Recovery Ratio Systemwide	37.0%	91.7%	148%
Subsidy/Pass Trip – Systemwide	\$2.57	\$0.19	-93%
Fixed-Route Cost per Trip	\$3.14	\$1.81	-42%
Commuter Bus Cost per Trip	\$40.11	\$40.10	0%
Demand Response Cost per Trip	\$41.39	\$38.57	-7%
FLEET Characteristics			
Vehicles in Peak Service			
Fixed-Route	12	12	
Demand Response	4	4	
Off the Mountain	2	2	
Seasonal Service	12	12	
Airport Shuttle	1	1	
Total Vehicles in Peak Service	31	31	
Service Area Square Mileage	269	269	
Vehicles per Square Mile	0.05	0.05	

¹ Extracted from TransTrack Manager Quarterly Scorecard during June 2023.



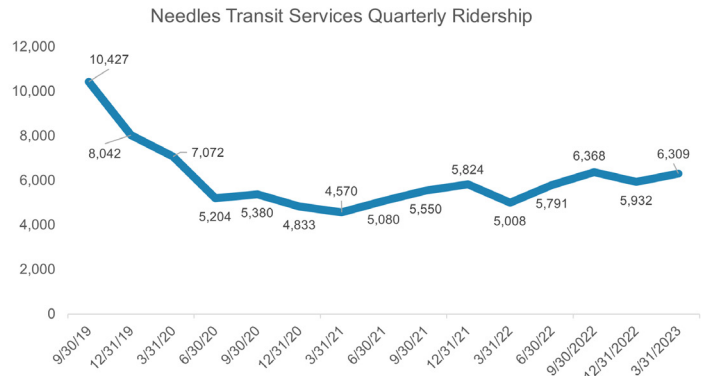
Needles Transit Services

SAN BERNARDINO COUNTY MULTIMODAL TRANSPORTATION QUARTERLY REPORT Public Transit Bus Operators

Commentary and Trends

Needles Transit Services' ridership grew solidly during the third quarter of FY 22/23. Systemwide, trips were up 6%, with more than 6,300 trips provided. Ridership increased on both fixed-route and demand response services, up 7% and 5%, respectively.

Revenue hours increased slightly by 1% and revenue miles dropped by 2%, contributing to total operating costs holding steady. The increase in trips contributed to a 15% increase in passenger fare revenue.



Performance¹

	2nd Quarter (Oct-Nov-Dec)	3rd Quarter (Jan-Feb-Mar)	
	Prior Quarter FY 22/23	Current Year FY 22/23	% change from 2nd Quarter
SYSTEM Total Passenger Trips	5,932	6,309	6%
Fixed-Route Trips	4,521	4,825	7%
Demand Response Trips	1,411	1,484	5%
SYSTEM Performance			
Revenue Hours	1,266	1,273	1%
Passengers per Rev Hour	4.7	5.0	7%
Revenue Miles	16,126	15,840	-2%
Passengers per Rev Mile	0.37	0.40	8%
OPERATIONS Expense			
Total Operating Cost	\$139,066	\$139,555	0%
Passenger Revenue	\$5,302	\$6,092	15%
Farebox Recovery Ratio Systemwide	3.8%	4.4%	14%
Subsidy/Pass Trip – Systemwide	\$22.55	\$21.15	-6%
Fixed-Route Cost per Trip	\$23.59	\$21.60	-8%
Demand Response Cost per Trip	\$19.21	\$19.71	3%
FLEET Characteristics			
Vehicles in Peak Service			
Fixed-Route		1	
Demand Response		1	
Total Vehicles in Peak Service		2	
Service Area Square Mileage		31	
Vehicles per Square Mile		0.06	

¹ Extracted from TransTrack Manager Quarterly Scorecard during June 2023.

METROLINK

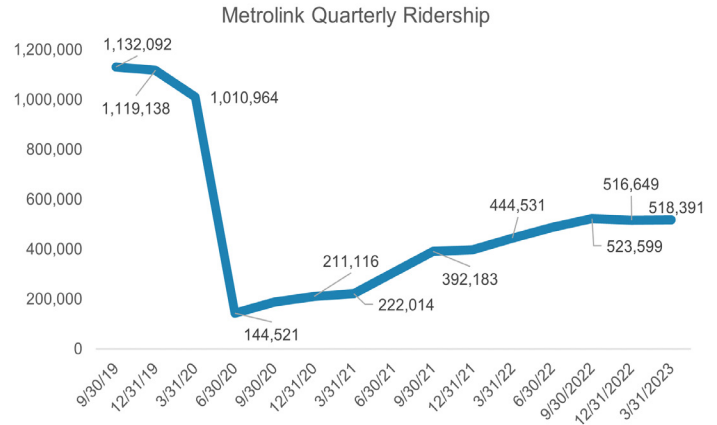
Commentary and Trends

Metrolink's ridership remained steady on the San Bernardino Line (SBL) during the third quarter of FY 22/23, with nearly 400,000 trips provided. Ridership on the Inland Empire Orange County Line (IEOCL) rose by 2% to more than 128,000 trips provided. Combined, Metrolink provided more than 518,300 trips on the SBL and IEOCL, a slight increase in trips from the second quarter.

Boardings increased on all lines with San Bernardino County Stations: on the SBL, by 8%; on the IEOCL, by 17%; and on the Riverside Line, by 5%.

Passenger miles held steady on the the SBL and dropped by 26% on the IEOCL. There was no change in the number of trains operated on either line compared to the second quarter.

Operating costs are not yet available for FY 22/23.



Performance¹

	2nd Quarter (Oct-Nov-Dec)	3rd Quarter (Jan-Feb-Mar)	
	Prior Quarter FY 22/23	Current Year FY 22/23	% change from 2nd Quarter
SYSTEM Passenger Boardings by Line			
TOTAL San Bernardino Line	390,886	390,385	0%
TOTAL Inland Empire Orange County (IEOC) Line	125,763	128,006	2%
Boardings at San Bernardino County Stations:			
San Bernardino Line	119,613	129,171	8%
IEOC Line	3,573	4,175	17%
Riverside Line	6,804	7,135	5%
FINANCIAL - Total San Bernardino Line w/ MOW¹			
Operating Cost SB Line			
Farebox Revenue SB Line	N/A	N/A	
Farebox Recovery Ratio SB Line			
FINANCIAL - Total IEOC Line w/ MOW¹			
Operating Cost IEOC Line			
Farebox Revenue IEOC Line	N/A	N/A	
Farebox Recovery Ratio IEOC Line			
PERFORMANCE MEASURES - San Bernardino Line			
Passenger Miles	14,032,380	13,972,594	0%
Average Passenger Trip Length	36.9	35.8	-3%
PERFORMANCE MEASURES - IEOC Line			
Passenger Miles	5,441,986	4,034,242	-26%
Average Passenger Trip Length	36.1	31.6	-12%
SERVICE LEVELS			
San Bernardino Line			
# of trains per weekday WB	18	18	
# of trains per weekday EB	18	18	
# of trains per Saturday WB/EB	8	8	
# of trains per Sunday WB/EB	8	8	
IEOC Line - with stops in San Bernardino County			
# of trains per weekday WB	7	7	
# of trains per weekday EB	7	7	
# of trains per weekend WB	2	2	

¹ Metrolink conducts reconciliation on an annual, not quarterly, basis. Figures presented here are subject to change following the reconciliation process.

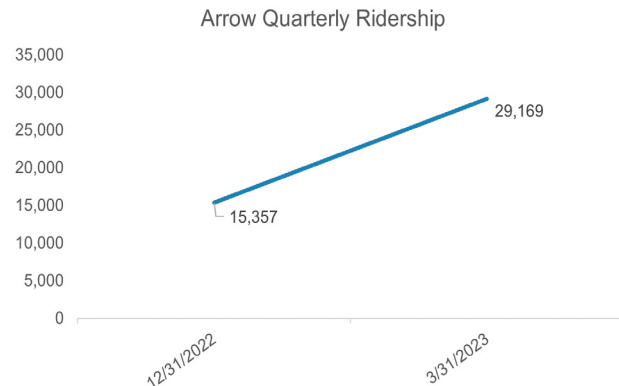


Commentary and Trends

Metrolink's Arrow service launched October 24, 2022, adding nine miles of track and four new stations. Arrow connects Downtown San Bernardino with the University of Redlands, with additional stops at the San Bernardino – Tippecanoe Station, Redlands – Esri Station, and Redlands – Downtown Station. Arrow trains run daily from 5 a.m. to as late as approximately 10:45 p.m. on weekdays and 11:30 p.m. on weekends. Arrow trains are brand new Diesel Multiple Units, or DMUs, powered by smaller, lower-emission diesel engines for a quieter and more energy-efficient ride.

During the third quarter of FY 22/23 — its second quarter of operation — Arrow provided more than 29,100 trips, a 90% increase over the previous quarter. The Arrow service provided more than 262,500 passenger miles.

Financial information will be reported here in subsequent Quarterly Reports.



Performance¹

	2nd Quarter (Oct-Nov-Dec)	3rd Quarter (Jan-Feb-Mar)	
	Current Year FY 22/23	Current Year FY 22/23	% change from 2nd Quarter
Passenger Boardings			
Total Passenger Boardings	15,357	29,169	90%
FINANCIAL			
Operating Cost			
Farebox Revenue	N/A	N/A	
Farebox Recovery Ratio			
PERFORMANCE MEASURES - Arrow			
Passenger Miles	154,459	262,588	70%
Average Passenger Trip Length	9.9	9	-9%
SERVICE LEVELS			
# of trains per weekday WB	25	25	
# of trains per weekday EB	25	25	
# of trains per Saturday WB/EB	16	16	
# of trains per Sunday WB/EB	16	16	

¹ Metrolink conducts reconciliation on an annual, not quarterly, basis. Figures presented here are subject to change following the reconciliation process.

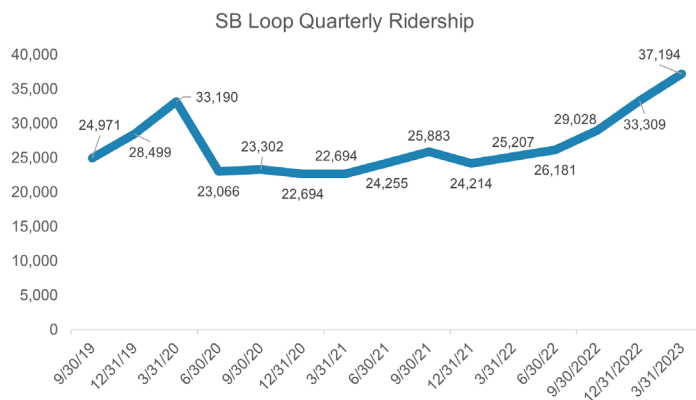


Commentary and Trends SB Loop

During the third quarter of FY 22/23, SBCTA's SB Loop gained six vanpools. The program now has 72 vanpools, a 9% increase over the second quarter. Passenger trips increased by 12% to nearly 37,200 trips provided. Passenger miles increased 13% to more than 1.5 million miles traveled on vanpools during the third quarter.

Performance

SB Loop	2nd Quarter (Oct-Nov-Dec)	3rd Quarter (Jan-Feb-Mar)	
	Prior Quarter FY 22/23	Current Year FY 22/23	% change from 2nd Quarter
SYSTEM Totals			
Number of Vanpools	66	72	9%
Vanpool Passenger Trips	33,309	37,194	12%
SYSTEM Performance			
Passenger Miles	1,348,665	1,524,465	13%
Passengers/Miles	40.5	41.0	1%
OPERATIONS Expense			
Subsidies Disbursed	\$78,400	\$83,466	6%
Passenger Revenue	\$269,426	\$289,015	7%
Subsidy per Passenger Trip	\$2.35	\$2.24	-5%
Average Cost per Passenger Trip	\$10.44	\$10.01	-4%



Rideshare

IE Commuter is a rideshare program of RCTC and SBCTA, working to reduce traffic and improve air quality in the region by helping businesses develop employee rideshare programs.

Rideshare metrics do not compare in the same way as other transit data does. Program performance is more useful when compared on an annual basis.

During the third quarter of FY 22/23, more than 1,400 individuals participated in IE Commuter incentive programs. Their ridesharing resulted in more than 27,600 vehicle trip reductions and 1 million reduced vehicle miles traveled, reducing emissions by 1.2 million pounds of greenhouse gasses.

While participating employers dropped by 5% during the third quarter, the number of participating employer worksites increased by 3% and active ridematching accounts increased by 30%, compared to the second quarter.

Performance

IE Commuter	Prior Year	Current Year	
	Prior Quarter FY 22/23	Current Quarter FY 22/23	% change from 1st Quarter
PROGRAM Totals			
Total Number of Employers	112	106	-5%
Total Number of Employer Worksites	759	783	3%
Total Number of IE Commuter Accounts	114,726	122,994	7%
Number of Accounts Active for Ridematching	10,601	13,762	30%
EMPLOYER Totals*			
Total Employers Surveyed	5	5	0%
Total Commuters Surveyed	3,620	3,119	-14%
Vehicle Trip Reductions (VTR)	177,788	37,843	-79%
Vehicle Miles Traveled (VMT) Reduced	21,722,077	3,108,679	-86%
Greenhouse Gas Emissions (GHG) Reduced (lbs)	24,880,596	3,560,694	-86%
INCENTIVE Totals			
Total Participants	1,103	1,482	34%
Vehicle Trip Reductions (VTR)	37,746	27,638	-27%
Vehicle Miles Traveled (VMT) Reduced	1,108,862	1,081,393	-2%
Greenhouse Gas Emissions (GHG) Reduced (lbs)	1,270,098	1,238,634	-2%

*Employer totals fluctuate month-to-month due to varying dates that employers are required to survey per local air district rules.

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Minute Action

AGENDA ITEM: 28

Date: September 6, 2023

Subject:

Surplus and Sale of Etiwanda Depot Site to City of Rancho Cucamonga

Recommendation:

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

A. Adopt Resolution No. 24-004, declaring Assessor's Parcel Number (APN) 0227-121-56 exempt surplus property, pursuant to the Surplus Land Act, if disposed of to the City of Rancho Cucamonga.

B. Approve sale of APN 0227-121-56 to the City of Rancho Cucamonga for a purchase price of \$1,300,000 and authorize the Executive Director, or his designee, to negotiate and execute any and all necessary documents, upon approval as to form by SBCTA General Counsel.

Background:

On October 6, 2010, the San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board) found that the Etiwanda Depot site, located at 7089 Etiwanda Avenue in the City of Rancho Cucamonga (City), was not required for SBCTA use, approved the sale of a portion of the Etiwanda Depot site to the City, and provided the City a right of first refusal to purchase the balance of the Etiwanda Depot site. The Depot building is on the portion the City bought in 2010.

The City notified SBCTA staff of the City's desire to purchase the balance of the Etiwanda Depot site, and has made a fair market value offer of \$1,300,000 to purchase the property based upon an appraisal report, dated April 21, 2023, with a date of valuation of March 31, 2023. Staff has reviewed the appraisal report and the market data upon which it is based, and found it to be consistent with an earlier joint appraisal commissioned by SBCTA for the whole Etiwanda Depot site in April 2020.

The City has provided SBCTA with a letter dated June 6, 2023, which asserts that the City is acquiring the balance of the Etiwanda Depot site to be used for historic preservation.

Transfer of surplus property to another local agency, such as the City, for that agency's use, such as historical preservation, falls under the definition of exempt surplus property pursuant to Government Code Section § 54221(f)(1)(D).

Notwithstanding Government Code Section § 54221(f)(1)(D), Section § 54221(f)(2) requires that a property first be made available for use as open space if the property is: (i) located within a coastal zone; (ii) located adjacent to a historical unit of the State Parks System; (iii) listed on, or determined by the State Office of Historic Preservation to be eligible for, the National Register of Historic Places; or (iv) within the Lake Tahoe region as defined in Government Code Section § 66905.5. The subject parcel is none of the above. Although the Pacific Electric Etiwanda Depot is registered as a historic building on the National Register of Historic Places, the balance of the Etiwanda Depot site (subject of the proposed sale) is vacant land, with the exception of an old motor truck scale. The subject parcel is of no historical importance, except and to the extent to which it is associated, or otherwise reunified, with the historic Pacific Electric Etiwanda Depot building located on the parcel which the City already owns.

Entity: San Bernardino County Transportation Authority

Board of Directors Agenda Item

September 6, 2023

Page 2

Pursuant to the California Department of Housing & Community Development's (HCD) Surplus Land Act Guidelines, a draft copy of Resolution No. 24-004 was circulated to HCD for pre-adoption comment and review. The resolution attached to this item reflects suggestions made by HCD during this preadoption review. Once adopted by the Board of Directors, the adopted resolution will be formally submitted to HCD for a response.

Staff recommends that the Board finds the proposed sale of the balance of the Etiwanda Depot site to the City for their stated use as historical preservation, falls within the statutory definition of "exempt surplus property" and declares the property to be exempt from the Surplus Land Act and approve sale of the property to the City for \$1,300,000.

Staff also recommends that the Board approve the sale of the balance of the Etiwanda Depot site to the City for a purchase price of \$1,300,000, on such terms negotiated by the Executive Director, or his designee, upon approval as to form by General Counsel. With this approval, any further approvals and ultimate execution of the sale of the property may proceed on Executive Director Authority pursuant to Policy No. 10400. Proceeds from the sale of the property will be allocated to the Rail Asset Fund.

Financial Impact:

This item is consistent with the Fiscal Year 2023/2024 Budget.

Reviewed By:

This item was reviewed and unanimously recommended for approval by the Transit Committee on August 10, 2023. SBCTA General Counsel has reviewed this item and the draft resolution.

Responsible Staff:

Ryan Aschenbrenner, Right of Way Manager

Approved
Board of Directors
Date: September 6, 2023
Witnessed By:

RESOLUTION NO. 24-004**RESOLUTION OF THE SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY DECLARING PROPERTY SURPLUS, AUTHORIZING ITS SALE AND FINDING SUCH SALE TO BE EXEMPT FROM THE SURPLUS LAND ACT**

WHEREAS, on October 6, 2010, the San Bernardino Associated Governments (SANBAG), acting as the San Bernardino County Transportation Authority (SBCTA), found the property located at 7089 Etiwanda Avenue in the City of Rancho Cucamonga (City), also known as San Bernardino County Assessor's Parcel Number (APN) 0227-121-18 or the Etiwanda Depot Site, to not be required for SANBAG use in accordance with Government Code Section 25365; and

WHEREAS, SBCTA subdivided the Etiwanda Depot Site by Parcel Map No. 19247, recorded on June 24, 2011 in Book 238 of Parcel Maps at Pages 76-79, into Parcel 1 (APN 0227-121-55) and Parcel 2 (APN 0227-121-56) and sold Parcel 1 to the City on June 28, 2011; and

WHEREAS, California Government Code Section (GC) 54221(f)(1)(D) defines surplus land which is transferred to another local, state, or federal agency for the transferee agency's use as exempt surplus land; and

WHEREAS, the City has informed SBCTA that the City wishes to purchase Parcel 2 of said Parcel Map pursuant to a right of first refusal which SBCTA granted to the City when the City purchased Parcel 1; and

WHEREAS, the City informed SBCTA, in a letter dated June 6, 2023, that the City wishes to purchase Parcel 2 for agency use which the City asserts as the preservation of the historic resources on the Etiwanda Depot Site pursuant to adopted written plan; and

WHEREAS, Parcel 2 is vacant land with the exception of an old motor truck scale located on the property with no historical import, except and to the extent to which it is associated or otherwise reunified with the Pacific Electric Etiwanda Depot building located on the aforementioned Parcel 1; and

WHEREAS, SBCTA wishes to sell Parcel 2 to the City.

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

1. The Board finds Parcel 2 of Parcel Map No. 19247, recorded on June 24, 2021 in Book 238 of Parcel Maps at Pages 76-79 in the office of the San Bernardino County Recorder, to be surplus to SBCTA's needs, reaffirming the Board's prior action from October 6, 2011.
2. The Board finds that Parcel 2 is neither (i) located within a coastal zone, (ii) located adjacent to a historical unit of the State Parks System, (iii) listed on, or determined by the State Office of Historic Preservation to be eligible for, the National Register of Historic

Places, nor (iv) within the Lake Tahoe region as defined in Government Code Section 66905.5, and therefore no notice of availability of Parcel 2 for open space purposes is required pursuant to Government Code Section 54221(f)(2).

3. The Board further finds that disposal of Parcel 2 to the City for the preservation of historical resources is exempt from the Surplus Land Act, pursuant to Government Code Section 54222.3, fitting the description of exempt surplus land set forth in Government Code Section 54221(f)(1)(D) (“Exempt Surplus Land”).
4. The Board declares Parcel 2 to be Exempt Surplus Land and authorizes the Executive Director to negotiate and execute any and all necessary documents, including but not limited to, a Purchase and Sale Agreement, to effect the disposition of Parcel 2, at Fair Market Value, to the City of Rancho Cucamonga.

Adopted by the San Bernardino County Transportation Authority on September 6, 2023, by the following vote:

AYES: XX

NOES: XX

ABSTAINED: XX

ABSENT: XX

Dawn Rowe, Board President
San Bernardino County Transportation Authority

ATTEST:

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

Minute Action

AGENDA ITEM: 29

Date: September 6, 2023

Subject:

Small Business 2 Business Equity Program

Recommendation:

Receive a report on the Small Business 2 Business Equity Program expansion to include an element that targets engagement of small businesses and direct staff to outreach to the cities and county to engage and invite member agencies to participate in the Business 2 Business Expo.

Background:

On June 1, 2022, San Bernardino Council of Governments (SBCOG) staff provided an update to the San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board) and received direction to proceed with implementation of several programs and projects directly related to improving equity within the region. In the summer of 2020, nationwide social unrest led to many government agencies responding to the notion of inequity in a variety of ways. The County of San Bernardino (County) led the charge locally by declaring racism a public health crisis. In doing so, the County called on other government entities to recognize social inequity and address as appropriate.

Upon reflection of the role that transportation has historically played in creating inequities, the Board responded to the call. The agency passed Resolution No. 21-037 in which the Board formally “Resolved” to undertake:

- 1. Examining the practices that SBCTA uses in planning, evaluating, procuring and building transportation projects.*
- 2. Creating tools that can be used by all of our members to better understand how issues of equity impact the built environment.*
- 3. Providing the regional forum where efforts that work toward promoting a fair and just region; eliminating barriers that reduce opportunities for residents; and meaningfully advancing justice, equity, diversity, and inclusion can be discussed.*

Along with the passage of this resolution, the Board created an Equity Ad Hoc Committee to dive deep into examining the practices of the agency and look for opportunities to create tools and programs that would allow for equity-conscious decision-making moving forward.

The Equity Ad Hoc Committee provided direction specific to how issues, policies, and projects can be viewed through the lens of equity. This direction was approved by the Board at the June 2022 meeting. One of the items identified was the direction to help small businesses gain government contracts and successfully complete them. Staff has identified the Business 2 Business Expo as an opportunity to reach out to the small business community and begin to address the Board’s direction.

Entity: San Bernardino Council of Governments

Board of Directors Agenda Item

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The Business 2 Business Expo is held at the Ontario Convention Center with the goal of connecting prime and subcontractors for future teaming opportunities, enhancing awareness of local labor, and educating prospective bidders on contracting opportunities through SBCTA. This event has a focus on transportation, which represents the type of projects SBCTA designs and builds. The event is incredibly successful and draws over 300 attendees. The event includes a State of Transportation address and networking opportunities.

By implementing a new element, the Small Business 2 Business panel and networking, the goal is to provide a forum for the gathering, engagement, and networking of small business throughout the region. Staff recognizes that the key to success will be the participation of the member agencies. Small businesses seeking government contracts will be the most successful in gaining those contracts through the city and county procurement processes. As such, the small business element will focus on connecting the small businesses with SBCOG's member agencies as well as with resources available to them in the forms of non-profits and non-government organizations, such as Inland Economic Growth & Opportunity and Chambers of Commerce. The panel discussion will be designed around upcoming procurements and tips on how to be successful in the procurement process. The panel will be composed of procurement and project management staff from our member agencies that will be able to provide clear perspective from the agencies themselves. In addition, small businesses will have the opportunity to network with resources and other businesses.

SBCOG/SBCTA staff are requesting opportunities to present this information to City Councils and Boards and invite the jurisdictions' participation in this innovative event. Expo booths are available to cities and the county for networking and for the agencies to showcase their procurement opportunities with the sector stakeholders.

Financial Impact:

This item has no financial impact on the Fiscal Year 2023/2024 Budget.

Reviewed By:

This item was received by the City/County Manager's Technical Advisory Committee on August 3, 2023 and the General Policy Committee on August 9, 2023.

Responsible Staff:

Monique Reza-Arellano, Chief of COG and Equity Programs

Approved
Board of Directors
Date: September 6, 2023

Witnessed By:

Minute Action

AGENDA ITEM: 30

Date: September 6, 2023

Subject:

2024 State Transportation Improvement Program

Recommendation:

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

Approve the following programming proposals to be submitted to the California Transportation Commission for inclusion in the 2024 State Transportation Improvement Program:

A. Deprogram \$18.647 million of Regional Improvement Program (RIP) funds in Fiscal Year (FY) 2025/2026 for construction of the US 395 Phase 2 Project from Interstate 15 (I-15) to Palmdale Road as these have been replaced with Surface Transportation Block Grant Program funds.

B. Propose programming an additional \$4.210 million of RIP funds for Planning, Programming, and Monitoring activities.

C. Propose an amendment consistent with the current sequenced approach and timeline for constructing the Interstate 10 Corridor Contract 2 project from I-15 to Pepper Avenue in the City of Colton, increasing the RIP funds from \$54.242 million to \$72.889 million in FY 2025/2026.

D. Nominate the State Route 62 Street Improvements Project Phase 2B, from Encelia Avenue to Larrea Avenue in the City of Twentynine Palms, and program \$4.5 million of RIP funds for construction in FY 2026/2027.

E. Nominate the National Trails Highway Bridges Replacements Project in the North Desert Subarea and program \$5.7 million, \$12.8 million and \$21.8 million of RIP funds for construction in FY 2026/2027, FY 2027/2028, and FY 2028/2029, respectively.

F. Maintain the programming for the Zero-Emission Multiple Unit Conversion Project of \$7.5 million of RIP funds for construction in FY 2026/2027.

G. Nominate the Metrolink San Bernardino Line Double Track Project, from Control Point Lilac to Sycamore in the City of Rialto, and program \$56.348 million of RIP funds for construction in FY 2027/2028.

H. Authorize staff to make adjustments to programming amounts and programming years of the proposed projects based on additional discussion with project sponsors and California Transportation Commission staff.

Background:

The State Transportation Improvement Program (STIP) is a multi-year capital improvement program of transportation projects on and off the State Highway System funded with revenues from the State Highway Account (SHA) and the Public Transportation Account (PTA). The STIP is divided into two subprograms: the Interregional Improvement Program (IIP) funded with 25% of new STIP funding and the Regional Improvement Program (RIP) funded with 75% of new STIP funding. The RIP is further divided between Northern and Southern California and then subdivided by formula into county shares. RIP county shares are available solely for

Entity: San Bernardino County Transportation Authority

projects nominated by regional agencies, such as San Bernardino County Transportation Authority (SBCTA), while the California Department of Transportation (Caltrans) nominates projects for the IIP.

Funding levels for the STIP have varied from year to year depending on the overall economic situation at the State and Federal levels. Although Senate Bill 1 (SB 1), the State funding bill passed by the Legislature in April 2017, does not provide new funding for the STIP, it does stabilize the historically volatile funding source. SB 1 also includes an annual indexing of fuel taxes to inflation to stop the degradation of STIP funding revenue.

The California Transportation Commission (CTC) is responsible for developing STIP guidelines, approving the programming of projects submitted by regions and Caltrans for inclusion in the STIP, allocating the STIP funds, and monitoring the delivery of STIP projects. When considering the statewide nominations, CTC staff work with the regional agencies to ensure that the nominations are constrained by the annual programming capacity. This usually involves an iterative process before the STIP nominations are finalized for CTC approval. To obtain public input on the final proposed programming, the CTC conducts two STIP hearings, one in the north and one in the south.

The STIP is a biennial program adopted by the CTC no later than April 1 of each even-numbered year. Each new STIP covers a five-year period, which includes two new years of programming capacity. The new STIP includes projects carried forward from the previous STIP plus new projects proposed by regional agencies and Caltrans. Development of the STIP starts with the adoption by the CTC of the final Fund Estimate (FE), usually in August of the previous year, followed by the submission of projects proposed by the regions and Caltrans based on the target shares published in the FE. The FE is based on estimates of all resources available for the state's transportation infrastructure over the next five-year period for the STIP and State Highway Operation and Protection Program.

In December 2020, the Federal Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA) was passed and apportioned almost \$912 million to California to be used for a broad range of surface transportation purposes listed in Section 113(b) of Title 23 of the United States Code. In March 2021, the CTC approved splitting California's apportionment with 60% being distributed to state programs and 40% being distributed to regional programs. The CTC further divided the regional share with 50% to be administered through the STIP and 50% to be administered through Caltrans Local Assistance. The one-time apportionment of CRRSAA funds being administered through the STIP and available to the San Bernardino County region was adopted as part of the 2022 STIP.

2024 STIP Programming Capacity

The 2024 STIP programming cycle will begin with the CTC adopting the final 2024 STIP FE at the regularly scheduled August 2023 Commission meeting. The FE identified \$3.460 billion of programming capacity available statewide over the next five years (FY 2024/2025 to FY 2028/2029). Of the \$3.460 billion in total estimated program capacity over the 2024 STIP FE period, new STIP capacity currently available for programming is about \$1.674 billion. The bulk of the new STIP capacity is available in the last two years of the five-year cycle (FY 2027/2028 and FY 2028/2029).

The total current STIP share for San Bernardino County is \$138.311 million. Table 1 shows the current STIP Programming for San Bernardino County totaling \$156.894 million, which exceeds the programming capacity by \$18.583 million. The target 2024 STIP RIP share for San Bernardino County is \$84.196 million and the maximum share is \$337.131 million of new programming capacity. However, when the current over-programming of \$18.583 million is accounted for in addition to the return of a previously programmed but unallocated amount for the West Valley Connect project, the target share becomes \$105.358 million and the maximum share becomes \$358.293 million. It should be noted that SBCTA typically proposes programming at the target share rather than the maximum share as the maximum share advances funding from future STIP periods and is not as likely to be approved by the CTC if there are programming capacity constraints.

Table 1
Current STIP Programming for San Bernardino County (1,000s)

Project	Allocated or Extended	2023/24	2024/25	2025/26	2026/27
Planning, Programming, and Monitoring	\$1,068		\$1,055	\$1,054	\$1,054
I-15 Corridor Contract 1 Construction ¹	\$72,274				
I-10 Corridor Contract 2 Construction				\$54,242	
US 395 Phase 2 Construction				\$18,647	
Zero-Emission Multiple Unit Conversion					\$7,500
Total RIP Programmed	\$73,342		\$1,055	\$73,943	\$8,554
CRRSAA STIP I-10 Corridor Contract 2 Design	\$11,949				
Total RIP County Share (as of June 30, 2023) ²		\$138,311			
Total Programmed/Allocated Since July 1, 2022 ²		\$156,894			
Unprogrammed Share Balance		\$0			
RIP Share Balance Advanced/Overdrawn		\$18,583			

¹Allocation deadline extended from FY 2022/2023 to FY 2023/2024.

²Total does not include Federal Relief Fund allocation.

2024 STIP Programming - Recommended Priorities

The 2024 STIP cycle will include the current programming in FY 2024/25 and beyond. That programming, along with the new programming capacity, results in a total programming capacity of up to \$188.910 million. In developing the recommendations for programming, staff has placed greatest emphasis on identifying projects where funding needs align with the expected programming capacity, which as stated previously is mostly in FY 2027/2028 and FY 2028/2029, with some capacity in FY 2026/2027. Additionally, staff has considered that the RIP funds are one of many sources available to SBCTA to meet the funding needs of the prioritized projects countywide. Because of the complexity of the STIP guidelines and CTC processes, an attempt has been made to minimize the number of projects programmed in the STIP. The recommendations for programming will be incorporated into the 2024 Update to the 10-Year Delivery Plan. Descriptions of the proposed programming are indicated below.

Recommendation A

The \$18.647 million of RIP funds programmed on the US 395 Phase 2 project were replaced with Surface Transportation Block Grant Program (STP) funds during the recent programming exercise aimed at maximizing STP programming prior to Southern California Association of Governments assuming project selection responsibilities for STP funds. This programming San Bernardino County Transportation Authority

change was made as the RIP programming that resulted from final approval of the 2022 STIP did not align with the construction schedule. Staff recommends deprogramming the RIP funds so that these funds are available for another project.

Recommendation B

The State allows up to 5% of the regional county share funds to be programmed for planning, programming, and monitoring (PPM) activities. These funds can be used for activities such as:

- Regional transportation planning, including the development and preparation of the regional transportation plan.
- Project planning, including the development of project study reports or major investment studies conducted by regional agencies or by local agencies in cooperation with regional agencies.
- Program development, including the preparation of STIP submittals and studies supporting them.
- Monitoring the implementation of STIP projects, including project delivery, timely use of funds, and compliance with State law and the Commission's guidelines.

SBCTA relies on PPM funds for staff time associated with fundamental SBCTA activities such as transportation improvement program development, administration of State and Federal transportation funds, planning, and project delivery support. The STIP FE identifies a maximum programming capacity of \$7.373 million for PPM in San Bernardino County with the FY 2028/2029 programming limited to \$1.393 million. Staff recommends continuing to program the maximum allowed for this purpose. Adjustments are recommended to current programming in FY 2024/2025 through FY 2026/2027 to maximize funding within the 5% limit and to provide a more uniform amount for budgeting purposes. After programming PPM funds, the programming capacity remaining is \$181.537 million.

Recommendation C

Current STIP programming identifies \$54.242 million and \$18.647 million in FY 2025/2026 for the Interstate 10 (I-10) Corridor Freight and Express Lanes Project – Contract 2 (I-10 Corridor Contract 2 Project) and the US 395 – Phase 2 Freight Mobility and Safety Project, respectively. The I-10 Corridor Contract 2 Project will construct a single express lane in each direction from just east of Interstate 15 (I-15) to Pepper Avenue in Colton, connecting to the I-10 Corridor Contract 1 Express Lanes currently under construction, with construction planned under two construction contracts in FY 2024/2025 and FY 2025/2026. Staff recommends transferring the \$18.647 million removed from the US 395 Phase 2 project in Recommendation A to the I-10 Corridor Contract 2 Project to reduce the Measure I bonding need. There is no change to the overall programmed amount of \$72.889 million currently programmed in FY 2025/2026. This leaves \$108.648 million of programming capacity available for other projects.

Recommendation D

The State Route (SR) 62 Street Improvements Phase 2B Widening Project (Project) in the City of Twentynine Palms will construct curbs, gutters, sidewalks, and raised medians on SR 62 from Encelia Avenue to Larrea Avenue. The Project includes minor widening on the north side of SR 62 and widening of the box culvert over the San Bernardino County Flood Control District Twentynine Palms wash. The Morongo Basin Subarea has determined this project to be the #1

Regional Priority, and it was identified to receive Federal funds in the 2021 Update to the 10-Year Delivery Plan. The construction phase is anticipated to begin in FY 2026/2027, with a current cost estimate of \$4.5 million. This leaves \$104.148 million of programming capacity available for other projects.

Recommendation E

The National Trails Highway Bridges Replacements Project (Project) will replace 33 bridges less than 20 feet in length on the National Trails Highway. The North Desert Subarea has determined this project to be the #1 Regional Priority, and it was identified to receive Federal funds in the 2021 Update to the 10-Year Delivery Plan. The Project will be constructed in phases pending funding availability. STP funds were recently programmed for the replacement of six of these bridges. Staff recommends programming \$40.300 million, which will partially cover the cost to replace 22 bridges. Staff will bring a future item for allocation of the estimated \$18 million required to fully fund these 22 bridges. This leaves \$63.848 million of programming capacity available for other projects.

Recommendation F

With the completion of the Redlands Passenger Rail Project, \$7.5 million is currently programmed to partially fund the procurement of three zero-emission multiple unit railcars for the Arrow Service. The procurement of these units was requested by the State of California in conjunction with the award of Transit and Intercity Rail Capital Program funds to develop near zero-emission railcar technology. Staff recommends maintaining the current programming for this project. This leaves \$56.348 million of programming capacity available for other projects.

Recommendation G

The Metrolink San Bernardino Line Double Track Project (Project) will complete construction of a 0.7-mile segment of double track from Control Point Lilac to just west of Sycamore Avenue in the City of Rialto. The project segment straddles Rialto Station and has been identified as a critical early project for Metrolink's Southern California Optimized Rail Expansion (SCORE) program. In addition to the double track, the project includes: a pedestrian underpass and second platform at Rialto Station on the south side of the tracks, station area upgrades to meet current Americans with Disabilities Act (ADA) standards, intertrack fencing, and vehicular and ADA compliant safety improvements at four street crossings, thereby making the segment quiet-zone ready. Remaining programming capacity available equals \$56.348 million, and staff recommends programming this amount on the construction phase.

Table 2 on the following page details proposed programming for the 2024 STIP by fiscal year.

Table 2
Proposed 2024 STIP Programming for San Bernardino County (1,000s)
(Amendments and Additions shown in bold)

	2024/25	2025/26	2026/27	2027/28	2028/29
Planning, Programming, and Monitoring	\$1,055	\$1,054	\$1,054		
Planning, Programming, and Monitoring	\$440	\$441	\$441	\$1,495	\$1,393
I-10 Corridor Contract 2 Construction		\$54,242			
I-10 Corridor Contract 2 Construction		\$18,647			
US 395 Phase 2 Construction		\$18,647			
US 395 Phase 2 Construction		(\$18,647)			
SR 62 Street Improvements			\$4,500		
National Trails Highway Bridges Replacements			\$5,700	\$12,800	\$21,800
Zero-Emission Multiple Unit (ZEMU) Procurement			\$7,500		
Metrolink San Bernardino Line Double Track				\$56,348	
Total RIP Programmed	\$1,495	\$74,384	\$19,195	\$70,643	\$23,193
Total RIP Capacity/Proposed Programming	\$188,910/\$188,910				

With SBCTA Board of Director approval, staff will submit the proposed 2024 STIP programming to Southern California Association of Governments for the required analysis of regional performance measures and to the CTC by the December 15, 2023, deadline. The CTC is required to adopt the 2024 STIP by April 1, 2024, and will publish CTC staff recommendations at least 20 days prior to the adoption of the STIP. It should be noted that changes to the programming years may be necessary as CTC staff coordinates annual programming statewide.

Financial Impact:

This item has no financial impact on the Fiscal Year 2023/2024 Budget.

Reviewed By:

This item was reviewed and unanimously recommended for approval by the General Policy Committee on August 9, 2023.

Responsible Staff:

Jamie Carone, Management Analyst III

Approved
Board of Directors
Date: September 6, 2023

Witnessed By:

Minute Action

AGENDA ITEM: 31

Date: September 6, 2023

Subject:

Fund Transfer Agreement No. 23-1002998 with the California Department of Transportation for the State Route 247/62 Emergency Bypass Lane Study

Recommendation:

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

A. Approve Fund Transfer Agreement No. 23-1002998 with the California Department of Transportation (Caltrans) for an earmark in the amount of \$1,000,000 from the Priority Legislative Budget Projects Program for the SBCTA State Route 247/62 Emergency Bypass Lane Study.

B. Adopt Resolution No. 23-044 authorizing the execution of Fund Transfer Agreement, Contract No. 23-1002998, and designating the Executive Director, or his designee, to execute the Fund Transfer Agreement with Caltrans in substantially the same form as the agreement attached to this item, subject to approval as to form by SBCTA General Counsel.

Background:

On September 8, 2022, the Governor signed Assembly Bill (AB) 179, which amended the Budget Act of 2022 to reflect changes necessary to implement the budget agreement for the State of California. AB 179 also appropriated funding for the Priority Legislative Budget Projects (PLBP) Program, otherwise known as state earmarks. The PLBP Program includes earmarks for a variety of projects including transportation-related projects. In April 2022, the San Bernardino County Transportation Authority (SBCTA) submitted a request for an earmark in the amount of \$1,000,000 to conduct the State Route (SR) 247/62 Emergency Bypass Lane Study (Project). On December 12, 2022, SBCTA was notified that the request was approved and included in AB 179. The California Department of Transportation (Caltrans) is the authorizing agency for the proper distribution of the funding provided by this legislation.

The Project will determine how best to increase the usefulness of SR 247 and SR 62 as a viable alternative to Interstate 15 (I-15) through the Cajon Pass in the event of an emergency, such as earthquake, wild fire, or other disaster. The Project will explore potential countermeasures in order to determine how to limit the negative impacts an extended closure of I-15 would cause and explore geometric improvements as well as operational strategies to maintain traffic flow for freight, person-travel, and emergency services. Outreach to a broad cross-section of agencies, to include California Highway Patrol, Caltrans, local fire and law enforcement agencies and state/federal resource agencies, will also be performed. The Project will be conducted in the context of traffic movement throughout the Victor Valley and take into account existing traffic management plans that have been developed by law enforcement and emergency service agencies to deal with I-15 closures and major incidents. Additionally, the Project will be conducted in a way that identifies specific potential improvements on SR 247 and SR 62 between Barstow, the Town of Yucca Valley, and Interstate 10 near Palm Springs. Any improvement identified may be programmed in state and regional transportation documents that can be used as the basis for funding requests, including state and federal capital grants.

Entity: San Bernardino County Transportation Authority

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In order for SBCTA to receive these funds, SBCTA, as the lead agency for the Project, must enter into a fund transfer agreement with Caltrans. The fund transfer agreement outlines the scope of work of the Project and includes terms and conditions related to funding, costs, and reporting. A resolution authorizing execution of the fund transfer agreement is also required.

Financial Impact:

This item is consistent with the Fiscal Year 2023/2024 Budget.

Reviewed By:

This item was reviewed and unanimously recommended for approval by the Mountain/Desert Policy Committee on August 18, 2023. SBCTA General Counsel and Risk Manager have reviewed this item and the draft fund transfer agreement.

Responsible Staff:

Jamie Carone, Management Analyst III

Approved
Board of Directors
Date: September 6, 2023
Witnessed By:

San Bernardino County Transportation Authority

General Contract Information

Contract No: 23-1002998 Amendment No.: _____
 Contract Class: Receivable Department: Planning and Regional
 Customer ID: CDOT PLBP Customer Name: Caltrans - Priority Legislative Budget Projects
 Description: Priority Legislative Budget Projects (PLBP) funding for SR 247/62 Emergency Bypass Lane Study

List Any Accounts Payable Related Contract Nos.: _____

Dollar Amount							
Original Contract		\$	1,000,000.00	Original Contingency		\$	-
Prior Amendments		\$	-	Prior Amendments		\$	-
Prior Contingency Released		\$	-	Prior Contingency Released (-)		\$	-
Current Amendment		\$	-	Current Amendment		\$	-
Total/Revised Contract Value		\$	1,000,000.00	Total Contingency Value		\$	-
	Total Dollar Authority (Contract Value and Contingency)					\$	1,000,000.00

Contract Authorization

Board of Directors _____ Date: 09/06/2023 Board _____ Item # 9923

Contract Management (Internal Purposes Only)

State _____ Funding Agreement _____ N/A

Accounts Receivable

Total Contract Funding:		\$	1,000,000.00		Funding Agreement No:		23-1002998				
Beginning POP Date:		07/05/2023		Ending POP Date:		01/31/2026		Final Billing Date:		04/01/2026	
Expiration Date:		06/30/2026		Fund Admin:		Yes					
Parent Contract		23-1002998		PM Description		SR 247/62 Emergency Bypass Lane Study - PLBP FY23 Funds					
Z-Related Contracts		Z23-1002998									
		Sub-				Sub-					
Fund		Prog		Task		Revenue		Total Contract Funding:			
GL: 6010		20		0941		0000 42211506		1,000,000.00			
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Steve Smith

Project Manager (Print Name)

Steve Smith

Task Manager (Print Name)

Additional Notes: Please note that the Expiration Date notes the deadline for SBCTA to invoice Caltrans for the full amount of funding. Invoicing for the full amount can take place immediately following approval/execution of the Fund Transfer Agreement. After SBCTA receives full amount of funding, expiration date will be updated.

On 07/24/2023, we confirmed with Caltrans LPP-F Program Manager, Manuel A. Morales, that this is not covered by Federal or State Master Agreement with Caltrans.

Attachment: CSS SR 247/62 Emergency Bypass Lane Study (9923 : Fund Transfer Agreement No. 23-1002998 with Caltrans for SR 247/62)

Funds Transfer Agreement Between the California Department of Transportation and the San Bernardino County Transportation Authority

- 1.1 The California Department of Transportation (Caltrans) and the San Bernardino County Transportation Authority (SBCTA) hereby enter into this Funds Transfer Agreement (Agreement) on the terms and conditions set forth below.
- 1.2 This Agreement is not valid until signed by both parties. This Agreement shall expire on SBCTA's completion of its obligations under this Agreement but may be extended by amending this Agreement.

BACKGROUND

2.1 Section 19.56, subdivision g (1)(c) of the Budget Act of 2022 (the Act) appropriated \$1,000,000 (the Funds) from the State General Fund to Caltrans, to be allocated to SBCTA for the State Route 247/62 Emergency Bypass Lane Study.

2.2 Caltrans determined the best method for allocation to ensure the funds are used for the purposes specified in Section 19.56 of the Act is a funds transfer agreement.

2.3 Project Need and Goal

The State Route 247/62 Emergency Bypass Lane Study will determine how to best increase the usefulness of State Routes (SR) 247 and 62 as a viable alternative to I-15 through the Cajon Pass in the event of an emergency, such as earthquake, wild fire or other disaster. Running directly over the San Andreas Fault, the I-15 through the Cajon Pass serves as a vital connection between agriculture and a booming housing industry to the north and high-density residential areas and specialized medical care facilities to the south. According to the LA Times, however, a major earthquake could move the San Andreas Fault by as much as 30 feet, splitting the I-15 in two at the Cajon Pass. Since the "Big One" is a when, not a what if, reality facing Southern California, it is critical every potential countermeasure is explored and, to the greatest extent possible, taken in order to limit the negative impacts an extended closure of I-15 would cause. The uniquely situated SR-247, with minimal topographical challenges, can serve as an escape route, access for emergency vehicles, and a conduit for economic recovery if the Cajon Pass is closed for an extended period. The alternate route to the east via SR-247/62 will provide San Bernardino County's mountain and high

Funds Transfer Agreement Between the California Department of Transportation and the San Bernardino County Transportation Authority

desert residents with an escape route, access for emergency vehicles, and a path for continued movement of goods, serving the community both in terms of safety and economic stability.

SCOPE OF WORK

3.1 The Funds provided under this Agreement will be used to conduct the State Route 247/62 Emergency Bypass Lane Study (Project). The Project will determine how best to increase the usefulness of State Routes (SR) 247 and 62 as a viable alternative to I-15 through the Cajon Pass in the event of an emergency, such as earthquake, wild fire or other disaster. The Project will explore potential countermeasures in order to determine how to limit the negative impacts an extended closure of I-15 would cause. The Project will explore geometric improvements as well as operational strategies to maintain traffic flow for freight, person-travel, and emergency services. The Project will include outreach to a broad cross-section of agencies, to include California Highway Patrol, Caltrans, local fire and law enforcement agencies, and state/federal resource agencies. The study will be conducted in the context of traffic movement throughout the Victor Valley and taking into account existing traffic management plans that have been developed by law enforcement and emergency service agencies to deal with I-15 closures and major incidents. The Project will be conducted in a way that identifies specific potential improvements on SR 247/62 between Barstow, the Town of Yucca Valley, and Interstate 10 near Palm Springs so that they may be programmed in state and regional transportation documents that can be used as the basis for funding requests, including state and federal capital grants. A portion of these funds will be used for Caltrans oversight. A consultant will be procured to assist in conducting the study. The Funds provided under this Agreement may be used to support the following components of the Project: project administration and management, which may include SBCTA staff time; costs associated with outreach efforts; consultant services.

3.2 SBCTA shall only use Funds for the Project specified in the Act. SBCTA's self-attestation verifying the intended use of funds shall be provided to the Department prior to the release of any funds.

FUNDING, COSTS, COST LIMITATION, & PAYMENT

4.1 The Funds will be encumbered within 2 days of the effective date of this Agreement. Pursuant to Section 19.56 of the Act, funds must be encumbered by June 30, 2024, and expended by June 30, 2026, or the funds will revert to the State's General Fund by operation of law.

Funds Transfer Agreement Between the California Department of Transportation
and the San Bernardino County Transportation Authority

4.2 Payments shall be made as authorized by Sections 19.56(a) of the Act, including, but not limited to the provisions noted below:

- a. Notwithstanding any other law, a designated state entity administering an allocation pursuant to this section may provide the allocation as an advance lump sum payment, and the allocation may be used to pay for costs incurred prior to the effective date of the act adding this paragraph.
- b. Funding provided in this section shall not be used for a purpose subject to Section 8 of the Article XVI of California Constitution.

4.3 Within 30 days of expending all of the Funds or upon completion or termination of Project, whichever comes first, SBCTA shall submit to Caltrans a Project Closeout Report. The Project Closeout Report at a minimum shall include a description of completed Project component(s) and a description of Project outcomes. Photographs of the Project are encouraged to be included.

4.4 Any Project costs paid using the Funds that are determined by subsequent audit to be unallowable under 48 CFR, Part 31 or 2 CFR, Part 200, are subject to repayment by SBCTA to Caltrans.

4.5 SBCTA shall return any unspent Funds to Caltrans at the conclusion, completion, or termination of the Project.

4.6 Upon written demand by Caltrans, any overpayment to SBCTA by Caltrans shall be returned to Caltrans.

4.7 Should SBCTA fail to refund any moneys due Caltrans as provided herein or should SBCTA breach this AGREEMENT by failing to complete Project without adequate justification and approval by Caltrans, then, within thirty (30) days of demand, or within such other period as may be agreed to in writing between the PARTIES, Caltrans, acting through the State Controller, the State Treasurer, the CTC or any other public entity or agency, may intercept, withhold and demand the transfer of an amount equal to the amounts paid by or owed to Caltrans for Project, from future apportionments or any other funds due SBCTA from the Highway Users Tax Fund or any other sources of funds, and/or may also withhold approval of future state-funded projects proposed by ADMINISTERING AGENCY.

INQUIRIES & NOTICES

5.1 All inquiries during the term of this Agreement will be directed to the representatives listed below:

Funds Transfer Agreement Between the California Department of Transportation
and the San Bernardino County Transportation Authority

For Caltrans:

Name: Esayas Hagos
Address: 464 W. 4th St, 6th Floor San
Bernardino, CA 92401
Phone Number: (909) 963-8732
Email Esayas.Hagos@dot.ca.gov

For SBCTA:

Name: Jamie Carone
Address: 1170 W 3rd St 2nd floor San
Bernardino, CA 92410
Phone Number: (909) 884-8276
Email: jcarone@gosbcta.com

5.2 Each party may change their representative listed above upon 10 calendar days' written or emailed notice to the other party and without the need for amending this Agreement.

OTHER TERMS & CONDITIONS

6.1 Drug-Free Workplace Requirements: SBCTA will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) any available counseling, rehabilitation and employee assistance programs; and,
 - 4) penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
 - 1) receive a copy of the company's drug-free workplace policy statement; and,
 - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and SBCTA may be ineligible for award of any future State agreements if Caltrans or the State Department of General Services determines that any of the following has

Funds Transfer Agreement Between the California Department of Transportation
and the San Bernardino County Transportation Authority

occurred: SBCTA has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

6.2 Conflict of Interest: SBCTA needs to be aware of the following provisions regarding current or former state employees. If SBCTA has any questions on the status of any person rendering services or involved with the Agreement, Caltrans must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If SBCTA violates any provisions of above paragraphs, such action by SBCTA shall render this Agreement void. (Pub. Contract Code §10420.) If the Agreement is rendered void, SBCTA shall return all Funds.

6.3 Labor Code/Workers' Compensation: SBCTA needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and SBCTA affirms to comply with such provisions before

Funds Transfer Agreement Between the California Department of Transportation
and the San Bernardino County Transportation Authority

commencing the performance of the work described in this Agreement. (Labor Code § 3700.)

6.4. Americans With Disabilities Act: SBCTA assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. § 12101 et seq.)

6.5. Name Change: An amendment is required to change SBCTA's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

6.6. Resolution: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

6.7. Air or Water Pollution Violation: Under State law, SBCTA shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

6.8. Audit: SBCTA agrees that Caltrans, the California Department of General Services, the California State Auditor's Office, or other State agency with a legitimate business purpose, or their designated representative(s) shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. SBCTA agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of record retention is stipulated.

6.9. Amendments: No amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties. Any amendment signed by SBCTA must be approved by its Board of Directors as evidenced by a resolution, order, motion, or ordinance of the SBCTA and a copy provided to Caltrans. No oral understanding or agreement not incorporated in the Agreement is binding on any of the parties.

Funds Transfer Agreement Between the California Department of Transportation
and the San Bernardino County Transportation Authority

6.10. Caltrans and SBCTA shall continue with their responsibilities under this Agreement during any dispute.

6.11 This Agreement may be executed in separate counterparts.

6.12 An electronically signed copy of this Agreement shall have the same force and effect as if it were signed manually.

6.13 Should SBCTA be declared to be in breach of this AGREEMENT or otherwise in default thereof by Caltrans, and if SBCTA is constituted as a joint powers authority, special district, or any other public entity not directly receiving funds through the State Controller, Caltrans is authorized to obtain reimbursement from whatever sources of funding are available, including the withholding or transfer of funds, pursuant to Article IV – 21, from those constituent entities comprising a joint powers authority or by bringing of an action against SBCTA or its constituent member entities, to recover all funds provided by Caltrans hereunder.

DRAFT

Funds Transfer Agreement Between the California Department of Transportation
and the San Bernardino County Transportation Authority

State:

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

Printed Name: Jeanie Ward-Waller

Signature: _____

Deputy Director for Planning & Modal
Programs

Date: _____

Local Agency:

San Bernardino County Transportation Authority

Printed Name: Raymond W. Wolfe

Signature: _____

Title: SBCTA Executive Director

Date: _____

Accounting Certification

For Caltrans Use Only

I hereby Certify upon my own personal knowledge that budgeted funds are available for encumbrance.			
Jennie Yee	<i>Jennie Yee</i>	6/13/2023	\$1,000,000.00
Accounting Officer Printed Name	Accounting Officer Signature	Date	Amount Certified

RESOLUTION NO. 23-044

**RESOLUTION OF THE SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY
AUTHORIZING THE EXECUTION OF THE FUND TRANSFER AGREEMENT FOR
PRIORITY LEGISLATIVE BUDGET PROJECTS FOR THE STATE ROUTE 247/62
EMERGENCY BYPASS LANE STUDY**

WHEREAS, Assembly Bill 179 appropriated funding for various Priority Legislative Budget Projects (PLBP), including an appropriation of \$1,000,000 to the California Department of Transportation (Caltrans), to allocate to the San Bernardino County Transportation Authority (SBCTA) for the State Route 247/62 Emergency Bypass Lane Study; and

WHEREAS, on December 12, 2022, SBCTA was notified that as a PLBP earmark recipient, it must enter into a Fund Transfer Agreement with Caltrans before June 30, 2024; and

WHEREAS, the Fund Transfer Agreement outlines the terms and conditions related to funding, costs and reporting; and

WHEREAS, Fund Exchange Agreements, and/or Fund Transfer Agreements, must be executed with Caltrans before such funds can be claimed; and

WHEREAS, SBCTA desires to delegate the authority to execute these agreements and any amendments thereto to the Executive Director or his designee.

NOW, THEREFORE, the Board of Directors of the San Bernardino County Transportation Authority resolves as follows:

Section 1. The Executive Director of SBCTA or designee is authorized to execute the Fund Transfer Agreement to receive \$1,000,000 for the State Route 247/62 Emergency Bypass Lane Study.

Section 2. This resolution shall take effect from and after its adoption.

PASSED AND ADOPTED by the San Bernardino County Transportation Authority at its meeting on September 6, 2023.

Dawn M. Rowe, President
San Bernardino County Transportation Authority

ATTEST:

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

Minute Action

AGENDA ITEM: 32

Date: September 6, 2023

Subject:

Amendment No. 1 to the Capital Project Needs Analysis Project List for Valley Major Street Program/Arterial Sub-Program for Fiscal Year 2023/2024

Recommendation:

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

Approve the Amended Project List for the Measure I Valley Major Street Program/Arterial Sub-Program for Fiscal Year 2023/2024, as referenced in Attachment A.

Background:

The County of San Bernardino has requested an amendment to their Capital Project Needs Analysis (CPNA) Project List for Fiscal Years 2023/2024 through 2027/2028 as they expect to request reimbursement in the current fiscal year for the State Street widening project in the San Bernardino Sphere.

As background, per Measure I Policy No. 40006, the Valley jurisdictions must prepare, adopt, and annually submit to the San Bernardino County Transportation Authority (SBCTA) by September 30th their CPNA, a list of projects for which they plan to request reimbursement of the public share in the next five years (Attachment A). Projects listed in the first two years and any unreimbursed expenditures from prior years are eligible for reimbursement in Fiscal Year 2023/2024. Besides identifying the need for Measure I funds by project phase, the complete submittal also lists other anticipated funding sources, including the required development mitigation fair share funds.

The Arterial Sub-Program current year funding allocations were presented to the SBCTA Board of Directors on April 5, 2023, as part of the Fiscal Year 2023/2024 budget planning process and the original project list was approved on July 5, 2023.

Financial Impact:

This item is consistent with the Fiscal Year 2023/2024 Budget.

Reviewed By:

This item was reviewed and unanimously recommended for approval by the Board of Directors Metro Valley Study Session on August 10, 2023.

Responsible Staff:

Marc Lucius, Management Analyst II

Approved
Board of Directors
Date: September 6, 2023

Witnessed By:

Entity: San Bernardino County Transportation Authority

CAPITAL PROJECT NEEDS ANALYSIS
VALLEY ARTERIAL SUB-PROGRAM - FY2023/2024 to FY2027/2028

Jurisdiction	Project	DEV LOAN?	5-YR Advance	Nexus Project Cost	Current Cost Estimate	MI Prior	MI FY 23/24	MI FY 24/25	MI FY 25/26	MI FY 26/27	MI FY 27/28	MI Future	MI Total
Chino	Widen Edison Ave from Central Ave to Euclid Ave from 4 to 6 lanes			8,546,000	12,407,140	0	0	2,000,000	0	0	0	0	2,000,000
	Widen Pine Ave from El Prado Rd to SR-71 from 2 to 4 lanes		Yes	27,948,000	54,973,000	0	12,028,292	12,028,291	0	0	863,744	0	24,920,327
						0	12,028,292	14,028,291	0	0	863,744	0	26,920,327
Chino Hills	Widen Pine Ave from SR-71 to Chino Creek (north side only)			4,201,000	4,201,000	0	0	2,789,884	0	0	0	0	2,789,884
	Soqual Canyon Pkwy/Peyton Dr Connection - construct 2 lanes from Soqual Cyn Pkwy to Peyton Dr at Woodview Rd			16,000,000	16,000,000	0	0	0	253,834	0	0	0	253,834
						0	0	2,789,884	253,834	0	0	0	3,043,718
Colton	Improvement of La Cadena Dr from Rancho Ave to Litton Ave including bridge replacement at Santa Ana River			4,866,000	26,173,958	627,240	785,486	291,087	0	0	0	0	1,703,813
	Widen Reche Cyn Rd from S. Crystal Ridge to Riverside County Line from 2 to 4 lanes			5,652,000	5,669,970	50,754	112,800	225,600	1,353,600	1,353,600	0	0	3,096,354
	Widen Mount Vernon Ave grade separation on the Alhambra Line			4,000,000	17,662,602	372,304	279,123	279,123	279,123	0	0	0	1,209,673
						1,050,298	1,177,409	795,810	1,632,723	1,353,600	0	0	6,009,840
Fontana	Widen Sierra Ave from Summit Av to I-15 Widen from 2 to 6 lanes			10,759,000		132,654	0	0	0	0	0	0	132,654
	Widen Foothill Blvd from Hemlock to Almeria from 4 to 6 lanes			13,826,000		1,078,301	0	0	0	0	0	0	1,078,301
	Widen Sierra Ave from Foothill Blvd to Baseline Ave from 4 to 6 lanes			12,031,000	15,122,464	10,268,153	0	0	0	0	0	0	10,268,153
	Widen Slover Ave from Etiwanda Ave to 800' e/o Etiwanda from 2 to 4 lanes			8,069,000	11,329,298	5,556,191	0	0	0	0	0	0	5,556,191
						17,035,299	0	0	0	0	0	0	17,035,299
Fontana Sphere	Widen Cherry Ave Bridge from Merrill Ave to Whittram from 4 to 6 lanes			10,200,000	10,957,067	584,205	0	0	0	0	0	5,803,765	6,387,970
	Ph1: Widen San Bernardino Ave from Cherry Ave to Fontana City Limits from 2 to 4 lanes			2,031,000	15,599,600	83,204	1,605,663	391,018	6,820,517	0	0	0	8,900,402
						667,409	1,605,663	391,018	6,820,517	0	0	5,803,765	15,288,372
Grand Terrace	Extend Commerce Wy from 900' n/o DeBerry Rd to Main St from 0 to 4 lanes			5,500,000		236,552	624,000	907,077	205,500	0	0	0	1,973,129
						236,552	624,000	907,077	205,500	0	0	0	1,973,129
Highland	SR-210 / Baseline Interchange - term loan; cash flow estimated by SBCTA	Yes		13,260,000	31,730,814	0	3,499,301	0	0	0	0	0	3,499,301
	Victoria Avenue Improvements Project	Yes		4,975,000	11,265,000	0	0	268,000	268,000	0	0	0	536,000
						0	3,499,301	268,000	268,000	0	0	0	4,035,301
Loma Linda	Intersection Improvements at Mound St and Anderson St			1,000,000		0	0	318,240	612,000	0	0	0	930,240
	Widen California St from Barton Rd to Redlands Blvd from 2 to 6 lanes			4,100,000		109,355	391,680	1,037,781	1,522,078	0	0	0	3,060,894
	Install traffic signal at Barton Rd & Benton St			235,632		0	0	146,432	0	0	0	0	146,432
						109,355	391,680	1,502,453	2,134,078	0	0	0	4,137,566
Montclair	I-10 / Monte Vista Ave interchange - term loan; cash flow estimated by SBCTA	Yes	Yes	5,850,000	32,256,960	0	1,990,241	0	0	0	0	0	1,990,241
						0	1,990,241	0	0	0	0	0	1,990,241
Ontario	Spot Widen Airport Dr from Kettering to Etiwanda Ave from 2 to 4 lanes, including intersection at Etiwanda/Slover			5,270,000		1,634,972	225,625	0	0	0	0	0	1,860,596
	Widen Holt Blvd from Benson Ave to Vineyard Ave from 4 to 6 lanes			48,817,215	2,400,000	251,601	295,375	729,750	0	0	0	0	1,276,726
	Replace 4th St structure between I-10 westbound ramps and I-10 eastbound ramps and widen to 5 lanes - cashflow estimated by SBCTA	Yes	Yes	21,567,000	21,566,769	692,644	2,364,522	0	0	0	0	0	3,057,166

CAPITAL PROJECT NEEDS ANALYSIS
VALLEY ARTERIAL SUB-PROGRAM - FY2023/2024 to FY2027/2028

Jurisdiction	Project	DEV LOAN?	5-YR Advance	Nexus Project Cost	Current Cost Estimate	MI Prior	MI FY 23/24	MI FY 24/25	MI FY 25/26	MI FY 26/27	MI FY 27/28	MI Future	MI Total
	Replace 4th St structure between I-10 westbound ramps and I-10 eastbound ramps and widen to 5 lanes - term loan fully drawn	Yes	Yes			0	0	0	0	0	0	0	0
	Widen Grove Ave from I-10 to Holt Blvd from 4 to 6 lanes, Including W. Cuc.			32,200,000	4,100,000	257,190	295,375	729,750	0	0	0	0	1,282,315
	Creek Bridge												
	Widen Holt Blvd from Benson Ave to Vineyard Ave from 4 to 6 lanes			48,817,215	5,130,636	2,653,019	199,616	0	0	0	0	0	2,852,634
	Widen Mountain Ave from Sixth Street to s/o Holt Blvd			7,467,000	5,130,636	2,653,019	199,616	0	0	0	0	0	2,852,634
						8,142,444	3,580,128	1,459,500	0	0	0	0	13,182,071
Rancho Cucamonga	Widen Wilson Ave from East Ave to Wardman/Bulloch from 0 to 4 lanes			7,572,000	7,434,218	3,199,098	0	0	0	0	0	0	3,199,098
	Construct a Traffic Signal at the Intersection of Milliken and 5th			442,000	738,737	526,720	0	0	0	0	0	0	526,720
	Construct a Traffic Signal at the Intersection of Rochester and Jersey			442,000	738,737	526,720	0	0	0	0	0	0	526,720
	Widen Victoria Ave from EHS to I-15			369,000	412,341	293,999	0	0	0	0	0	0	293,999
	Construct a Traffic Signal at the Intersection of 6th and Rochester			442,000	738,737	526,720	0	0	0	0	0	0	526,720
	Construct a Traffic Signal at the Intersection of 6th and Hellman			442,000	738,737	526,720	0	0	0	0	0	0	526,720
	Construct a Traffic Signal at the Intersection of Camelian and Banyan			442,000	600,297	428,012	0	0	0	0	0	0	428,012
	Construct a Traffic Signal at the Intersection of 6th and Utica			442,000	595,946	424,910	0	0	0	0	0	0	424,910
						7,224,872	0	0	0	0	0	0	7,224,872
Redlands	Construct a Traffic Signal at the Intersection of Ford St and I-10 WB			464,000	812,000	0	0	163,028	461,400	0	0	0	624,428
	Construct a Traffic Signal at the Intersection of Ford St and I-10			464,000	812,000	0	0	163,028	461,400	0	0	0	624,428
	Intersection Improvements at University and Colton			500,000	750,000	0	115,350	461,400	0	0	0	0	576,750
	Construct a Traffic Signal at the Intersection of Wabash Ave and Citrus Ave			464,000	750,000	0	0	0	0	576,750	0	0	576,750
	Construct a Traffic Signal at the Intersection of Dearborn St and Citrus Ave			464,000	750,000	0	0	0	576,750	0	0	0	576,750
	Widen San Bernardino Ave from Church St to Wabash Ave from 2 to 4 lanes			3,743,000	641,700	0	0	0	0	493,467	0	0	493,467
	Widening Pioneer Ave from Furlow Dr to Texas St from 2 to 4 lanes (to be added)			1,500,000	1,500,000	0	0	0	0	403,725	749,775	0	1,153,500
						0	115,350	787,456	1,499,550	1,473,942	749,775	0	4,626,073
Rialto	Construct Pepper Ave from N. Terminus to Highland Ave to 4 lanes			14,882,000	15,022,010	8,878,008	0	0	0	0	0	0	8,878,008
	Widen Riverside Ave from Gateway Plaza to San Bernardino Ave from 4 to 6 lanes			1,233,000	4,780,875	2,825,497	0	0	0	0	0	0	2,825,497
	Construct a Traffic Signal at the Intersection of Riverside and Linden with intersection improvements			649,000	888,254	524,958	0	0	0	0	0	0	524,958
	Widen Alder Ave from Baseline Rd to Renaissance Pkwy from 2 to 4 lanes			4,600,000	8,272,659	4,889,141	0	0	0	0	0	0	4,889,141
	Widen Ayala Dr from Baseline Rd to Renaissance Pkwy from 2 to 4 lanes			3,200,000	6,928,766	4,087,120	0	0	0	0	0	0	4,087,120
	Widen Cactus Av from Valley Bl to Foothill Bl from 3 to 4 lanes			1,775,733	481,229	284,406	0	0	0	0	0	0	284,406
	Widen Randall Ave from West City Limits to Riverside Ave from 2 to 4 lanes			4,413,000	4,284,491	2,532,134	0	0	0	0	0	0	2,532,134
						24,021,264	0	0	0	0	0	0	24,021,264
San Bernardino, City of	Reconstruct Mt Vernon Bridge to 4 lanes (local match)		Yes	17,664,000		2,637,391	614,138	1,453,735	1,832,118	0	0	0	6,537,382

CAPITAL PROJECT NEEDS ANALYSIS
VALLEY ARTERIAL SUB-PROGRAM - FY2023/2024 to FY2027/2028

Jurisdiction	Project	DEV LOAN?	5-YR Advance	Nexus Project Cost	Current Cost Estimate	MI Prior	MI FY 23/24	MI FY 24/25	MI FY 25/26	MI FY 26/27	MI FY 27/28	MI Future	MI Total
	Widen "H" St from Kendall Dr to 40th St from 2 to 4 lanes		Yes	2,145,000		1,025,980	797,680	2,704,000	0	0	0	0	4,527,660
	Widen State Street from 16th St to Baseline St from 0 to 4 lanes		Yes			6,038,062	0	0	0	0	0	0	6,038,062
	Widen 5th St from Sterling to Victoria from 2 to 6 lanes		Yes	967,000		0	0	0	0	0	0	0	0
	Widen 40th St from Acre Ln to Electric Ave from 2 to 4 lanes		Yes	5,421,000		1,795,675	716,560	3,380,000	0	0	0	0	5,892,235
						11,497,108	2,128,378	7,537,735	1,832,118	0	0	0	22,995,339
San Bernardino Sphere	Widen State Street from Highland Ave. to Cajon Blvd. from 2 to 4 lanes				4,000,000	3,845	361,584	1,071,448	1,639,123	0	0	0	3,076,000
						3,845	361,584	1,071,448	1,639,123	0	0	0	3,076,000
Upland	Widen Arrow Hwy from County Line to Central Ave from 2 to 4 lanes			2,874,000	1,870,000	0	0	0	0	0	0	913,220	913,220
	Widen Foothill Blvd from County Line to Central Ave from 2 to 6 lanes			5,900,000	5,900,000	432,543	0	0	0	0	0	0	432,543
	I-10 & Monte Vista Ave - term loan fully drawn	Yes	Yes	2,107,992	33,144,900	0	0	0	0	0	0	0	0
	I-10 & Euclid Ave - term loan fully drawn	Yes		8,974,000	936,885	0	0	0	0	0	0	0	0
						432,543	0	0	0	0	0	913,220	1,345,763
Yucaipa	Widen 5th St from Yucaipa Bl to County Line Rd from 2 to 4 lanes		Yes	7,032,000	1,637,000	1,109,000	0	0	0	0	0	0	1,109,000
	Widen Ave E from 14th St to Bryant St from 2 lanes to 4 lanes		Yes	23,532,000	9,603,000	3,799,000	1,529,000	909,000	0	0	0	0	6,237,000
	Widen Calimesa Bl from Oak Glen Rd to County Line Rd from 2 to 4 lanes.		Yes	4,192,000	8,010,500	1,740,000	0	750,000	1,743,000	1,758,000	1,783,000	0	7,774,000
						20,400,000	1,729,000	1,729,000	1,743,000	1,758,000	1,783,000	0	29,142,000
						\$ 90,820,989	\$ 29,231,026	\$ 33,267,672	\$ 18,028,443	\$ 4,585,542	\$ 3,396,519	\$ 6,716,985	\$ 186,047,175
Total													

Minute Action

AGENDA ITEM: 33

Date: September 6, 2023

Subject:

State Legislative Update

Recommendation:

Receive and file the August 2023 State Legislative Update and provide direction as appropriate.

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 August 9, 2023, on State legislative deadlines, the Fiscal Year 2023-2024 budget and pending legislation.

Legislative Update

July 14, 2023, marked the last day for policy committees to meet and report bills before the start of the summer recess, which extends until August 14, 2023. During this time, lawmakers will return to their districts. While legislators are away, consultants, legislative staff and lobbyists will continue efforts to finalize legislation before legislators return for the final stretch to the finish line.

Upon return, attention will turn to the Appropriations Committees, which will decide the fate of hundreds of fiscal bills placed on the “suspense file”. The fiscal committees have until August 30, 2023, to report bills to the floor, those that pass will go before the Senate and Assembly for a full vote before their respective houses. The final day to amend bills on the floor is on September 8, 2023, before the end of Session on September 14, 2023. Bills that do not pass will become two-year bills and will be eligible to be reintroduced next year.

After the end of Session, Governor Newsom has until October 14, 2023, to sign or veto any bills passed by the Legislature. The Legislature will be in recess between September 14, 2023, and January 3, 2024.

Budget Update

The Legislature and Governor Newsom spent much of June and early July negotiating a state budget. While the Legislature ultimately passed a \$311.7 billion budget deal by the required June 15, 2023 deadline, additional time was necessary to pass a budget agreeable not only to the Legislature but also to Governor Newsom. Governor Newsom signed the budget on June 27, 2023, followed quickly by a package of infrastructure bills and other trailer bills as discussed below. Despite large budget deficits, the budget covered a \$30 billion-plus deficit without dipping into reserves.

Here are highlights of the ultimate budget deal related to transportation, including transit and zero-emission vehicles (ZEV):

- California State Transportation Agency (CalSTA): The budget included \$5.1 billion for transit across 2023-2027:

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

- Restores the \$4 Billion General Fund to CalSTA across 2023-2024 and 2024-2025 for the Transportation and Intercity Rail Capital Program and allows the ability to use those revenues for transit operations.
- Provides an additional \$1.1 billion to CalSTA across 2023-2024, 2024-2025, 2025-2026, and 2026-2027 Transit ZEV Bus and Infrastructure funding from the Greenhouse Gas Reduction Fund.
- The budget also requires CalSTA to develop and administer an accountability program for the distribution of funds from the Zero-Emission Transit Capital Program and Transit and Intercity Rail Capital Program (General Fund).
- Zero Emissions Vehicles.
- Adopts trailer bill language to repeal the Air Resources Board's regulations on credit card readers on EV charging stations and moves future authority to the Energy Commission.
- Reduces 2023 ZEV spending from \$1,111 billion in 2023 to \$847 million with \$1.4 billion in 2024, \$1.4 billion in 2025, and \$906 million in 2026, for a package total of \$10.085 billion over multiple years. The 2023 allocations consist of:
 - \$80 million for Clean Cars 4 All & Other Equity Projects to the California Air Resources Board (CARB). \$100 million for Equitable At-home Charging to the California Energy Commission (CEC).
 - \$165 million for drayage trucks and infrastructure to CARB and CEC.
 - \$220 million for transit buses and infrastructure to CalSTA.
 - \$145 million for Clean Trucks, Buses and Off-Road Equipment infrastructure to CEC.
 - \$60 million for Community-Based Plans, Projects and Support/Sustainable Community Strategies to CARB and CalSTA.
 - \$77 million of federal funds to CalSTA

Infrastructure Package

The infrastructure package generally centers on streamlining permitting processes, speeding up judicial review to prevent undue delays from legal challenges, and addressing elements of the California Environmental Quality Act (CEQA). It represents a push by Governor Newsom and the Legislature to take advantage of over \$180 billion in state, local and federal infrastructure funds over the next ten years to achieve California's energy and climate goals. The bills included an urgency clause and took effect immediately.

For transportation projects specifically, a total of 20 projects will receive expedited judicial review equivalent to what exists today under the Environmental Leadership Development Program (Senate Bill (SB) 7/Assembly Bill 900 program) - which is a maximum of 270 days for judicial review of suits brought under CEQA. The 20 projects will be split - 10 state and 10 local/regional and CalSTA will make the project selection. Also, there were other project delivery items included such as clarifying the National Environmental Protection Act (NEPA) delegation to CalSTA for rail projects and a small piece on design-bid-build. There was also a San Bernardino Council of Governments San Bernardino County Transportation Authority

specific requirement for Caltrans to construct wildlife crossings at three, already-identified priority locations along Interstate 15 for the Brightline West High Speed Rail project.

Western Joshua Tree

Lastly, a legislative deal was reached between the Newsom Administration and the Legislature on the Western Joshua Tree. The final deal - included in the Resources Trailer Bill, SB 122 among other things, provides protection to the Western Joshua Tree by requiring:

- The development of a conservation plan
- Avoidance and minimization of taking trees
- Permitting and mitigation of any take incidental to a project

The deal also allows project proponents to mitigate take by paying a per tree fee in lieu of conducting project-specific mitigation and requires fee revenue to fund actions to address threats to the western Joshua tree on a landscape level. While the bill does ultimately allow for a listing under the California Endangered Species Act, it prescribes a process by which the Fish and Game Commission has to make a listing determination for the pending listing after receiving updated information.

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 2023/2024 Budget.

Reviewed By:

This item was received by the Legislative Policy Committee on August 9, 2023.

Responsible Staff:

Otis Greer, Director of Legislative and Public Affairs

Approved
Board of Directors
Date: September 6, 2023

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 - August 2023

ATTACHMENT A

Legislation / Author	Description	Bill Status	Position	Date Position Adopted
AB 400 (Rubio)	Would remove the sunset date on the use of the design-build procurement process by local agencies on specified infrastructure projects.	Passed out of Senate Floor, referred to Conference Committee for Concurrence of Senate amendments. (7/13/23)	Support	4/12/2023
SB 617 (Newman)	Would allow transportation agencies the use of the progressive design-build procurement process on capital projects.	Passed out of Assembly Local Government Committee, referred to Assembly Appropriations Committee. (6/28/23)	Support	4/12/2023
SB 706 (Caballero)	Would allow local agencies, such as cities, counties and special districts, the use of the progressive design-build procurement process on non-water related public works projects in excess of \$5 million.	Passed out of Assembly Local Government Committee, referred to Assembly Appropriations Committee. (6/28/23)	Support	4/12/2023
AB 6 (Friedman)	Would require the California Air Resources Board to establish additional greenhouse gas emissions targets for 2035 and 2045, as well as imposing new requirements on Metropolitan Planning Organizations, such as the Southern California Association of Governments, regarding technical methodology in developing their Regional Transportation Plan and Sustainable Community Strategy.	Failed Policy Committee deadline, two-year bill. (7/14/23)	Oppose	6/14/2023

Attachment: Bill position matrix 8-23 (9869 : State Legislative Update)

SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY (SBCTA) / COUNCIL OF GOVERNMENTS (SBCOG)
LEGISLATIVE BILL POSITIONS - August 2023

Legislation / Author	Description	Bill Status	Position	Date Position Adopted
AB 7 (Friedman)	Would require the project selection process for transportation infrastructure projects funded by certain state transportation accounts to incorporate federal principles that promote accessibility, climate change, the environment, resilience, safety, timeliness, among other principles	Passed out of Senate Committee on Transportation, referred to Senate Committee on Appropriations. (7/12/23)	Oppose	6/14/2023

Status Report

Wednesday, July 26, 2023

ATTACHMENT B

AB 7 Friedman D (Dist. 44) Transportation: planning: project selection processes.**Location:** SENATE APPR.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House					2nd House							

The Transportation Agency is under the supervision of the Secretary of Transportation, who has the power of general supervision over the Department of the California Highway Patrol, the California Transportation Commission, the Department of Motor Vehicles, the Department of Transportation, the High-Speed Rail Authority, and the Board of Pilot Commissioners for the Bays of San Francisco, San Pablo, and Suisun. The secretary, among other duties, is charged with developing and reporting to the Governor on legislative, budgetary, and administrative programs to accomplish coordinated planning and policy formulation in matters of public interest, including transportation projects. On and after January 1, 2025, and to the extent applicable and cost effective, this bill would require the agency, the Department of Transportation, and the California Transportation Commission to incorporate specified principles into their existing program funding guidelines and processes.

Position: Oppose**AB 16 Dixon R (Dist. 72) Motor Vehicle Fuel Tax Law: adjustment suspension.****Location:** ASSEMBLY TRANS.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House					2nd House							

The Motor Vehicle Fuel Tax Law, administered by the California Department of Tax and Fee Administration, imposes a tax upon each gallon of motor vehicle fuel removed from a refinery or terminal rack in this state, entered into this state, or sold in this state, at a specified rate per gallon. Existing law requires the department to adjust the tax on July 1 each year by a percentage amount equal to the increase in the California Consumer Price Index, as calculated by the Department of Finance. Article XIX of the California Constitution restricts the expenditure of revenues from the Motor Vehicle Fuel Tax, Diesel Fuel Tax Law, and other 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. This bill would authorize the Governor to suspend an adjustment to the motor vehicle fuel tax, as described above, scheduled on or after July 1, 2024, upon making a determination that increasing the rate would impose an undue burden on low-income and middle-class families. The bill would require the Governor to notify the Legislature of an intent to suspend the rate adjustment on or before January 10 of that year, and would require the Department of Finance to submit to the Legislature a proposal by January 10 that would maintain the same level of funding for transportation purposes as would have been generated had the scheduled adjustment not been suspended.

AB 53 Fong, Vince R (Dist. 32) Motor Vehicle Fuel Tax Law: suspension of tax.**Location:** ASSEMBLY TRANS.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House					2nd House							

Would suspend the imposition of the tax on motor vehicle fuels for one year. The bill would require that all savings realized based on the suspension of the motor vehicle fuels tax by a person other than an end consumer, as defined, be passed on to the end consumer, and would make the violation of this requirement an unfair business practice, in violation of unfair competition laws, as provided. The bill would require a seller of motor vehicle fuels to provide a receipt to a purchaser that indicates the amount of tax that would have otherwise applied to the transaction.

AB 96 Kalra D (Dist. 25) Public employment: local public transit agencies: autonomous transit vehicle technology.**Location:** SENATE THIRD READING

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	33.b
	1st House				2nd House							

Would require a public transit employer, at least 10 months before beginning a procurement process to acquire or deploy any autonomous transit vehicle technology for public transit services that would eliminate job functions or jobs of a workforce, to provide written notice to the exclusive employee representative of the workforce affected by the autonomous transit vehicle technology of its determination to begin that procurement process. The bill would require the public transit employer and exclusive employee representative, upon written request by the exclusive employee representative, to commence collective bargaining within a specified time period on certain subjects, including creating plans to train and prepare the affected workforce to fill new positions created by the autonomous transit vehicle technology.

AB 241 Reyes D (Dist. 50) Vehicular air pollution: Clean Transportation Program: vehicle registration and identification plate service fees: smog abatement fee: extension.

Location: ASSEMBLY THIRD READING

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law, until January 1, 2024, increases the smog abatement fee on certain vehicles by a specified amount and requires the revenues generated by the increase to be deposited in the Air Quality Improvement Fund and the Alternative and Renewable Fuel and Vehicle Technology Fund. Current law, until January 1, 2024, increases vehicle registration fees and certain service fees for identification plates by specified amounts. Current law requires the revenue generated by the increase in those fees to be deposited in the Alternative and Renewable Fuel and Vehicle Technology Fund and either the Air Quality Improvement Fund or the Enhanced Fleet Modernization Subaccount, as provided. This bill would extend the increases in those charges to July 1, 2035.

AB 250 Rodriguez D (Dist. 53) State highways: State Route 83: reduction.

Location: SENATE APPR. SUSPENSE FILE

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law authorizes the California Transportation Commission to relinquish to local agencies state highway segments that have been deleted from the state highway system by legislative enactment or have been superseded by relocation, and in certain other cases. Current law designates State Route 83 from Route 71 to Route 10 near the City of Upland. Current law authorizes the commission to relinquish to the City of Ontario all or a portion of State Route 83 within the city's jurisdiction and prescribes conditions that apply upon relinquishment. This bill would authorize the commission to additionally relinquish to the City of Chino all or a portion of State Route 83 within the city's jurisdiction and prescribe conditions that apply upon relinquishment.

AB 316 Aguiar-Curry D (Dist. 4) Vehicles: autonomous vehicles.

Location: SENATE APPR.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Would require a manufacturer of an autonomous vehicle to report to the Department of Motor Vehicles a collision on a public road that involved one of its autonomous vehicles with a gross vehicle weight of 10,001 pounds or more that is operating under a testing permit that resulted in damage of property, bodily injury, or death within 10 days of the collision.

AB 382 Cervantes D (Dist. 58) High-occupancy vehicle lanes: County of Riverside.

Location: SENATE APPR. SUSPENSE FILE

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Attachment: Bill Report 8-23 (9869 : State Legislative Update)

Current law authorizes a regional transportation agency, in cooperation with the Department of Transportation, to apply to the California Transportation Commission to develop and operate high-occupancy toll (HOT) lanes, including administration and operation of a value pricing program and exclusive or preferential lane facilities for public transit. Current law authorizes a value pricing and transit program involving HOT lanes to be developed and operated on State Highway Route 15 in the County of Riverside by the Riverside County Transportation Commission. Current law requires the Department of Transportation to report to the transportation policy committees of the Legislature, on or before January 1, 2020, on the feasibility and appropriateness of limiting the use of high-occupancy vehicle lanes to high-occupancy vehicles and eligible vehicles, as defined, only during the hours of heavy commuter traffic on both State Route 91 between Interstate 15 and Interstate 215 in the County of Riverside, and State Route 60 in the County of Riverside. Separate from that report, this bill would require the Transportation Agency, on or before January 1, 2025, to report to the transportation policy committees of the Legislature on that same topic and on the feasibility and appropriateness of removing from high-occupancy vehicle lanes in the County of Riverside, except for certain high-occupancy toll lanes, any double parallel solid lines to restrict the entrance into or exit from those lanes, including the use of the appropriate markings and signage.

Position: Watch

AB 400 [Rubio, Blanca](#) D (Dist. 48) **Local agency design-build projects: authorization.**

Location: ASSEMBLY CONCURRENCE

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law authorizes a local agency, as defined, with approval of its governing body, to procure design-build contracts for public works projects in excess of \$1,000,000, awarding the contract either to the lowest bid or the best value. "Local agency" is defined, in part, for this purpose to include specified local and regional agencies responsible for the construction of transit projects, including any joint powers authority formed to provide transit service. Current law, among other requirements for the design-build procurement process, requires specified information submitted by a design-build entity to be certified under penalty of perjury. These provisions authorizing the use of the design-build procurement process are repealed on January 1, 2025. This bill would delete from the definition of "local agency" any joint powers authority formed to provide transit services, and would instead expand that definition to include any joint powers authority responsible for the construction of transit projects, thereby authorizing additional joint powers authorities to use the above-described design-build procurement process. The bill would extend the repeal date to January 1, 2031.

Position: Support

AB 413 [Lee](#) D (Dist. 24) **Vehicles: stopping, standing, and parking.**

Location: SENATE APPR.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law prohibits the stopping, standing, or parking of a vehicle in certain places and under certain conditions, including within an intersection, on a sidewalk or crosswalk, or in front of a fire station. Current law additionally authorizes local jurisdictions to, by ordinance, restrict parking in certain areas, at certain times, and for certain reasons, and to establish metered parking. This bill would prohibit the stopping, standing, or parking of a vehicle within 20 feet of the vehicle approach side of any unmarked or marked crosswalk or 15 feet of any crosswalk where a curb extension is present, as specified. The bill would require the issuance of a warning notice rather than a notice of violation to a first-time offender of these provisions.

AB 480 [Ting](#) D (Dist. 19) **Surplus land.**

Location: SENATE APPR.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law requires a local agency to take formal action in a regular public meeting to declare that land is surplus and is not necessary for the agency's use and to declare land as either "surplus land" or "exempt surplus land," as supported by written findings, before a local agency may take any action to dispose of it consistent with an agency's policies or procedures. This bill would exempt a local agency, in specified instances, from making a declaration at a public meeting for land that is "exempt surplus land" if the local agency identifies the land in a notice that is published and available for public comment at least 30 days before the exemption takes effect.

AB 557 Hart D (Dist. 37) Open meetings: local agencies: teleconferences.

Location: SENATE THIRD READING

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House					2nd House							

The Ralph M. Brown Act requires, with specified exceptions, that all meetings of a legislative body of a local agency, as those terms are defined, be open and public and that all persons be permitted to attend and participate. The act contains specified provisions regarding providing for the ability of the public to observe and provide comment. The act allows for meetings to occur via teleconferencing subject to certain requirements, particularly that the legislative body notice each teleconference location of each member that will be participating in the public meeting, that each teleconference location be accessible to the public, that members of the public be allowed to address the legislative body at each teleconference location, that the legislative body post an agenda at each teleconference location, and that at least a quorum of the legislative body participate from locations within the boundaries of the local agency's jurisdiction. The act provides an exemption to the jurisdictional requirement for health authorities, as defined. This bill would revise the authority of a legislative body to hold a teleconference meeting under those abbreviated teleconferencing procedures when a declared state of emergency is in effect. Specifically, the bill would extend indefinitely that authority in the circumstances under which the legislative body either (1) meets for the purpose of determining whether, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees, or (2) has previously made that determination.

AB 610 Holden D (Dist. 41) Youth Transit Pass Pilot Program: free youth transit passes.

Location: SENATE APPR.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House					2nd House							

Current law declares that the fostering, continuance, and development of public transportation systems are a matter of state concern. Current law authorizes the Department of Transportation to administer various programs and allocates moneys for various public transportation purposes. Upon the appropriation of moneys by the Legislature, this bill would create the Youth Transit Pass Pilot Program, administered by the department, for purposes of awarding grants to transit agencies for the costs of creating, designing, developing, advertising, distributing, and implementing free youth transit passes to persons attending certain educational institutions, providing free transit service to holders of those passes, and administering and participating in the program, as specified. The bill would authorize a transit agency to submit a grant application in partnership with one or more educational institutions and would also authorize grant funds to be used to maintain, subsidize, or expand an existing fare-free program, as provided. The bill would authorize a transit agency with an existing fare-free program that enables a person 18 years of age or younger to use a transit agency's bus and rail services without paying any additional fare or charge to submit an application without an educational institution partner, as provided. T

AB 744 Carrillo, Juan D (Dist. 39) California Transportation Commission: data, modeling, and analytic software tools procurement.

Location: SENATE APPR.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House					2nd House							

Would, upon the appropriation of funds by the Legislature, require the California Transportation Commission to

acquire public domain or procure commercially available or open-source licensed data, modeling, and analytic software tools to support the state's sustainable transportation, congestion management, affordable housing, efficient land use, air quality, and climate change strategies and goals, as provided. This bill would authorize the commission to provide a direct allocation of funding to local agencies for the above purposes, and would require state and local agencies that receive the funds or access to data, modeling, and analytic software tools to submit reports to the commission no later than August 1, 2026, regarding their use of the data, modeling, and analytic software tools. The bill would require the commission, based on those reports, to submit a report to the Legislature no later than June 1, 2027, regarding the use of the data, modeling, and analytic software tools by state and local agencies. This bill would authorize the commission to establish best practices for use of data in transportation planning and to identify data elements that should be made available to state and local agencies for transportation planning.

AB 776 Holden D (Dist. 41) Route 210.

Location: SENATE APPR. SUSPENSE FILE

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Would require the Department of Transportation, through the erection of highway signs and appropriate markers, to provide recognition of the historical and cultural importance of the California tribes local to, or historically located in the Counties of Los Angeles and San Bernardino. The bill would require the department to work with certain entities, including, but not limited to, California tribes local to, or historically located along, Route 210, to name Route 210 and to identify appropriate locations for signs to recognize tribal lands along Route 210 in the Counties of Los Angeles and San Bernardino. The bill would require the department to erect those signs and other appropriate markers at the appropriate locations on Route 210. The bill would specify that Route 210 shall be known and designated as the Southern California Native American Freeway or by the name developed by the department with the specified entities.

AB 849 Garcia D (Dist. 36) Community emissions reduction programs.

Location: SENATE APPR.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law requires the State Air Resources Board to prepare, and to update at least once every 5 years, a statewide strategy to reduce emissions of toxic air contaminants and criteria air pollutants in communities affected by a high cumulative exposure burden. Current law requires the state board to include in the statewide strategy, among other components, an assessment and identification of communities with high cumulative exposure burdens for toxic air contaminants and criteria air pollutants, prioritizing disadvantaged communities and sensitive receptor locations based on specified factors. Current law requires the state board, based on the assessment and identification of communities with high cumulative exposure burdens, to select locations around the state for preparation of community emissions reduction programs. Current law requires an air district encompassing any location selected by the state board to adopt, in consultation with the state board, within one year of the state board's selection, a community emissions reduction program to achieve emissions reductions for the location selected using cost-effective measures, as specified. Current law also requires an air district to submit the community emissions reduction program to the state board for review and approval as prescribed. Current law requires the air district and the state board to implement and enforce the measures in the community emissions reduction program consistent with their respective authority. This bill would additionally require the air district, in adopting a community emissions reduction program, to consult with other relevant state agencies. By imposing additional duties on air districts, this bill would impose a state-mandated local program.

AB 902 Rodriguez D (Dist. 53) Ambulances: fee and toll exemptions.

Location: ASSEMBLY ENROLLED

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law requires the owner or operator of a toll facility, upon the request of the local emergency service provider, to enter into an agreement for the use of a toll facility. This bill would clarify that the owner or operator of toll facility is required to enter into an agreement for the use of a toll facility upon the request of a private or public local emergency service provider.

AB 1052 McCarty D (Dist. 6) Sacramento Regional Transit District: taxes.

Location: SENATE THIRD READING

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law authorizes the Sacramento Regional Transit District to levy or collect a property tax within any city or the unincorporated area, or any part thereof, in the district, upon the approval by a 2/3 vote of the electorate, as provided. Current law authorizes the board of directors of the district to adopt a retail transactions and use tax ordinance, subject to the approval of 2/3 of the electors at a special election. This bill would revise and recast those provisions related to the imposition of property taxes and retail transactions and use taxes by the district, by, among other things, explicitly authorizing the district to impose a property tax or retail transactions and use tax in the entirety of, or a portion of, the incorporated and unincorporated territory. If the tax only applies to a portion of an area of the district, the bill would require the incorporated area of each city and of contiguous cities within the district to be either wholly included within or wholly excluded from that portion that is taxed and would require the entire unincorporated area of the district to be either wholly included within or wholly excluded from that portion that is taxed.

AB 1168 Bennett D (Dist. 38) Emergency medical services (EMS): prehospital EMS.

Location: SENATE APPR.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

The Emergency Medical Services System and the Prehospital Emergency Medical Care Personnel Act governs local emergency medical services (EMS) systems and authorizes each county to develop an EMS program and designate a local EMS agency. Current law requires a county to enter into a written agreement with a city or fire district that contracted for or provided prehospital EMS as of June 1, 1980. Current law requires, until that written agreement is reached, prehospital EMS to be continued at not less than the existing level and the administration of prehospital EMS by cities and fire districts contracting for or providing those services as of June 1, 1980, to be retained by those cities and fire districts. This bill would require a city to be treated as if it had retained its authority regarding, and the administration of, prehospital EMS if specified requirements are met.

AB 1335 Zbur D (Dist. 51) Local government: transportation planning and land use: sustainable communities strategy.

Location: SENATE APPR.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law requires specified designated transportation planning agencies to prepare and adopt a regional transportation plan directed at achieving a coordinated and balanced regional transportation system, as described. Current law requires the plan to include specified information, including a sustainable communities strategy prepared by each metropolitan planning organization, and requires each transportation planning agency to adopt and submit, every 4 years, an updated plan to the California Transportation Commission and the Department of Transportation. Current law requires the sustainable communities strategy to include specified information, including an identification of areas within the region sufficient to house all the population of the region over the course of the planning period of the regional transportation plan, as specified, and an identification of areas within the region sufficient to house an 8-year projection of the regional housing need for the region, as specified. This bill would additionally require each

metropolitan planning organization to include in the sustainable communities strategy the total number of new housing units necessary to house all the population of the region over the course of the planning period of the regional transportation plan, as specified, and the total number of new housing units necessary to house the above-described 8-year projection, as specified.

AB 1348 Grayson D (Dist. 15) State government: Controller: claims audits.

Location: SENATE APPR.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House					2nd House							

Existing law, the Government Claims Act, generally requires the presentation of all claims for money or damages against local public entities and the state. Existing law provides for the presentation of a claim for which appropriations have been made, or for which state funds are available, under that act to the Controller, in the form and manner prescribed by the general rules and regulations adopted by the Department of General Services. Existing law, with specified exceptions, prohibits the Controller from drawing a warrant for any claim until it has been audited in conformity with law and the general rules and regulations adopted by the Department of General Services governing the presentation and audit of claims. This bill would authorize the Controller to conduct, unless prohibited by the provisions of a state ballot proposition passed by the electorate, financial and compliance audits at the Controller's office deems as necessary for purposes of ensuring that any expenditures, regardless of the source or fund from which the warrants for claims are drawn, are expended in a manner consistent with the law and the voters' intent. The bill would also authorize the Controller to conduct any audits necessary to carry out their constitutional and statutory duties and responsibilities under the law. The bill would require, if an audit is conducted as specified, the Controller to provide a report with specified information from these audits to the Legislature by June 30 following the completion of the audit and would require the Controller to allow all auditees in the report a reasonable period of time to review and comment on the section of the report relating to the auditee, as described. The bill would make related legislative findings and declarations.

AB 1385 Garcia D (Dist. 36) Riverside County Transportation Commission: transaction and use tax.

Location: SENATE THIRD READING

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House					2nd House							

Current law authorizes the Riverside County Transportation Commission to impose a transactions and use tax for transportation purposes subject to approval of the voters, which, pursuant to the California Constitution, requires approval of 2/3 of the voters. Current law limits the commission to a 1% maximum tax rate, and requires the commission's tax or taxes to be levied at a rate divisible by 1/4%, unless a different rate is specifically authorized by statute. This bill would raise the maximum tax rate the commission may impose from 1% to 1.5%. This bill would make legislative findings and declarations as to the necessity of a special statute for the County of Riverside.

Position: Watch

AB 1609 Garcia D (Dist. 36) Air pollution: motor vehicle registration: pollution reduction.

Location: ASSEMBLY APPR. SUSPENSE FILE

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House					2nd House							

Current law requires a registration fee to be paid to the Department of Motor Vehicles for the registration of each vehicle or trailer coach of a type subject to registration under the Vehicle Code, except those vehicles that are expressly exempted from the payment of registration fees. Current law, until January 1, 2024, increases vehicle registration fees by \$3 and requires revenues from those fees to be used, upon appropriation by the Legislature, for programs to reduce air pollution from motor vehicles. This bill would impose an additional annual \$4 charge on each motor vehicle registered in the state except those vehicles that are expressly exempted from the payment of registration fees, thereby imposing a tax. The bill would require the department to collect the charge and deposit

revenues from the charge in the Air Quality Improvement Fee Fund, which the bill would create. The bill would continuously appropriate the revenues in the fund to the department for distribution to air pollution control districts and air quality management districts based upon the amount of the charges collected from motor vehicles registered within each air district, thereby creating an appropriation. The bill would require these revenues to be used for the reduction of air pollution from motor vehicles and for related planning, monitoring, enforcement, and technical studies, as specified, or for the attainment or maintenance of state or federal ambient air quality standards or the reduction of toxic air contaminant emissions from motor vehicles.

Position: Watch

AB 1637 Irwin D (Dist. 42) Local government: internet websites and email addresses.

Location: SENATE APPR. SUSPENSE FILE

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House					2nd House							

Would, no later than January 1, 2029, require a local agency, as defined, that maintains an internet website for use by the public to ensure that the internet website utilizes a “.gov” top-level domain or a “.ca.gov” second-level domain and would require a local agency that maintains an internet website that is noncompliant with that requirement to redirect that internet website to a domain name that does utilize a “.gov” or “.ca.gov” domain. This bill, no later than January 1, 2029, would also require a local agency that maintains public email addresses to ensure that each email address provided to its employees utilizes a “.gov” domain name or a “.ca.gov” domain name. By adding to the duties of local officials, the bill would impose a state-mandated local program.

ABX1 2 Fong, Vince R (Dist. 32) Motor Vehicle Fuel Tax Law: suspension of tax.

Location: ASSEMBLY PRINT

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House					2nd House							

Would suspend the imposition of the tax on motor vehicle fuels for one year. The bill would require that all savings realized based on the suspension of the motor vehicle fuels tax by a person other than an end consumer, as defined, be passed on to the end consumer, and would make the violation of this requirement an unfair business practice, in violation of unfair competition laws, as provided. The bill would require a seller of motor vehicle fuels to provide a receipt to a purchaser that indicates the amount of tax that would have otherwise applied to the transaction.

ACA 1 Aguiar-Curry D (Dist. 4) Local government financing: affordable housing and public infrastructure voter approval.

Location: ASSEMBLY APPR.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House					2nd House							

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, city and county, or special district, as applicable, and the proposition includes specified accountability requirements. The measure would specify that these provisions apply to any city, county, city and county, or special district measure imposing an ad valorem tax to pay the interest and redemption charges on bonded indebtedness for these purposes that is submitted at the same election as this measure.

Position: Watch

SB 4 Wiener D (Dist. 11) Planning and zoning: housing development: higher education institutions and religious institutions.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

The Planning and Zoning Law requires each county and city to adopt a comprehensive, long-term general plan for its physical development, and the development of certain lands outside its boundaries, that includes, among other mandatory elements, a housing element. That law allows a development proponent to submit an application for a development that is subject to a specified streamlined, ministerial approval process not subject to a conditional use permit, if the development satisfies certain objective planning standards. The Zenovich-Moscone-Chacon Housing and Home Finance Act establishes the California Tax Credit Allocation Committee within the Department of Housing and Community Development. Current law requires the committee to allocate state low-income housing tax credits in conformity with state and federal law that establishes a maximum rent that may be charged to a tenant for a project unit constructed using low-income housing tax credits. This bill would require that a housing development project be a use by right upon the request of an applicant who submits an application for streamlined approval, on any land owned by an independent institution of higher education or religious institution on or before January 1, 2024, if the development satisfies specified criteria, including that the development is not adjoined to any site where more than one-third of the square footage on the site is dedicated to industrial use. The bill would define various terms for these purposes.

SB 5 **Nguyen R (Dist. 36) Motor Vehicle Fuel Tax Law: limitation on adjustment.**

Location: SENATE GOV. & F.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

The Motor Vehicle Fuel Tax Law, administered by the California Department of Tax and Fee Administration, imposes a tax upon each gallon of motor vehicle fuel removed from a refinery or terminal rack in this state, entered into this state, or sold in this state, at a specified rate per gallon. Current law requires the department to annually adjust the tax imposed by increasing the rates based on the California Consumer Price Index, as specified. This bill would limit the above-described annual adjustment to a maximum of 2% for rate adjustments made on or after July 1, 2023. This bill contains other related provisions.

SB 20 **Rubio D (Dist. 22) Joint powers agreements: regional housing trusts.**

Location: ASSEMBLY CONSENT CALENDAR

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

The Joint Exercise of Powers Act specifically authorizes the creation of the Orange County Housing Finance Trust and the San Gabriel Valley Regional Housing Trust, both joint powers authorities, for the purpose of funding housing to assist the homeless population and persons and families of extremely low, very low, and low income within their respective regions, as specified. This bill would authorize 2 or more local agencies, as defined, to create a regional housing trust for the purpose of funding housing to assist the homeless population and persons and families of extremely low, very low, and low income within their jurisdictions by entering into a joint powers agreement pursuant to the Joint Exercise of Powers Act. The bill would also authorize a federally recognized tribal government to enter into the joint powers agreement. The bill would require a regional housing trust created pursuant to these provisions to be governed by a board of directors consisting of a minimum of 5 directors, as specified. The bill would authorize a regional housing trust to fund the planning, construction, and acquisition of housing, receive public and private financing and funds, and authorize and issue bonds, as specified. The bill would require the joint powers agreement establishing the regional housing trust to incorporate specified annual financial reporting and auditing requirements.

SB 32 **Jones R (Dist. 40) Motor vehicle fuel tax: greenhouse gas reduction programs: suspension.**

Location: SENATE E.Q.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

The California Global Warming Solutions Act of 2006 requires the state board to adopt rules and regulations to achieve the maximum technologically feasible and cost-effective greenhouse gas emissions reductions to ensure that the statewide greenhouse gas emissions are reduced to at least 40% below the statewide greenhouse gas emissions limit, as defined, no later than December 31, 2030. Pursuant to the act, the State Air Resources Board has adopted the Low Carbon Fuel Standard regulations. The act authorizes the state board to include in its regulation of those emissions the use of market-based compliance mechanisms. Current law requires all moneys, except for fines and penalties, collected by the state board from the auction or sale of allowances as part of a market-based compliance mechanism to be deposited in the Greenhouse Gas Reduction Fund. This bill would suspend the Low Carbon Fuel Standard regulations for one year. The bill would also exempt suppliers of transportation fuels from regulations for the use of market-based compliance mechanisms for one year.

SB 84 Gonzalez D (Dist. 33) Air quality programs: funding.

Location: SENATE INACTIVE FILE

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law creates the Enhanced Fleet Modernization Program to provide compensation for the retirement and replacement of passenger vehicles and light-duty and medium-duty trucks that are high polluters. Existing law requires the Bureau of Automotive Repair to administer the program and the State Air Resources Board to adopt the guidelines for the program. Current law requires the guidelines to ensure vehicle replacement or a mobility option be an option for all motor vehicle owners and may be in addition to compensation for vehicles retired. Current law creates the Enhanced Fleet Modernization Subaccount in the High Polluter Repair or Removal Account and makes available, upon appropriation, all moneys in the account to establish, implement, and administer the program. This bill would require the guidelines to ensure each replacement vehicle in the program be either a plug-in hybrid or zero-emission vehicle unless the state board makes a specified determination in consultation with the State Energy Resources Conservation and Development Commission, as specified.

Position: Watch

SB 229 Umberg D (Dist. 34) Surplus land: disposal of property: violations: public meeting.

Location: ASSEMBLY APPR.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law prescribes requirements for the disposal of land determined to be surplus land by a local agency. Those requirements include a requirement that a local agency, before disposing of a property or participating in negotiation to dispose of that property with a prospective transferee, send a written notice of availability of the property to specified entities, depending on the property's intended use, and send specified information in regard to the disposal of the parcel of surplus land to the Department of Housing and Community Development. Current law, among other enforcement provisions, makes a local agency that disposes of land in violation of these disposal provisions, after receiving notification of violation from the department, liable for a penalty of 30% of the final sale price of the land sold in violation for a first violation and 50% for any subsequent violation. Under current law, except as specified, a local agency has 60 days to cure or correct an alleged violation before an enforcement action may be brought. This bill would require a local agency that has received a notification of violation from the department to hold an open and public session to review and consider the substance of the notice of violation. The bill would require the local agency's governing body to provide prescribed notice no later than 14 days before the public session.

SB 253 Wiener D (Dist. 11) Climate Corporate Data Accountability Act.

Location: ASSEMBLY APPR.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Would require the State Air Resources Board, on or before January 1, 2025, to develop and adopt regulations requiring specified partnerships, corporations, limited liability companies, and other business entities with total annual revenues in excess of \$1,000,000,000 and that do business in California, defined as “reporting entities,” to publicly disclose to the emissions reporting organization, as defined, and verify, starting in 2026 on a date to be determined by the state board, and annually thereafter, their scope 1 and scope 2 greenhouse gas emissions, as defined, and, starting in 2027 and annually thereafter, their scope 3 greenhouse gas emissions, as defined, from the specified fiscal year, as provided. The bill would require the state board to review during 2029, and update as necessary on or before January 1, 2030, these deadlines to evaluate trends in scope 3 emissions reporting and to consider changes to the deadlines, as provided. The bill would require reporting entities to disclose their greenhouse gas emissions in manner that is easily understandable and accessible to residents of the state. The bill would require reporting entities to ensure that their public disclosures have been independently verified by a third-party auditor, as provided. The bill would require the state board, in developing these regulations, to consult with the Attorney General, other government stakeholders, investors, stakeholders representing consumer and environmental justice interests, and reporting entities that have demonstrated leadership in full-scope greenhouse gas emissions accounting and public disclosure and greenhouse gas emissions reductions. The bill would also require the state board to ensure that the verification process minimizes the need for reporting entities to engage multiple auditors and ensures sufficient auditor capacity, as well as timely reporting implementation, as required. The bill would further require the state board to contract with an emissions reporting organization to develop a reporting program to receive and make publicly available the required disclosures.

SB 411 **Portantino D (Dist. 25) Open meetings: teleconferences: neighborhood councils.**

Location: ASSEMBLY L. GOV.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House					2nd House							

The Ralph M. Brown Act requires, with specified exceptions, that all meetings of a legislative body, as defined, of a local agency be open and public and that all persons be permitted to attend and participate. The act generally requires for teleconferencing that the legislative body of a local agency that elects to use teleconferencing post agendas at all teleconference locations, identify each teleconference location in the notice and agenda of the meeting or proceeding, and have each teleconference location be accessible to the public. Current law also requires that, during the teleconference, at least a quorum of the members of the legislative body participate from locations within the boundaries of the territory over which the local agency exercises jurisdiction. The act provides an exemption to the jurisdictional requirement for health authorities, as defined. This bill, until January 1, 2028, would authorize an eligible legislative body to use alternate teleconferencing provisions related to notice, agenda, and public participation, as prescribed, if the city council has adopted an authorizing resolution and 2/3 of an eligible legislative body votes to use the alternate teleconferencing provisions. The bill would define “eligible legislative body” for this purpose to mean a neighborhood council that is an advisory body with the purpose to promote more citizen participation in government and make government more responsive to local needs that is established pursuant to the charter of a city with a population of more than 3,000,000 people that is subject to the act.

Position: Watch

SB 493 **Min D (Dist. 37) Air pollution: alternative vehicles and electric and hydrogen infrastructure.**

Location: ASSEMBLY APPR.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House					2nd House							

Current law requires the State Energy Resources Conservation and Development Commission (Energy Commission), in consultation with the State Air Resources Board (state board) and the Public Utilities Commission (PUC), to prepare a statewide assessment of fuel cell electric vehicle fueling infrastructure and fuel production needed to support the adoption of zero-emission trucks, buses, and off-road vehicles at levels necessary for the state to meet the goals and requirements of Executive Order No. N-79-20 and any state board regulatory action

that requires or allows zero-emission vehicles in the heavy-duty vehicle and off-road sectors. Current law requires the Energy Commission, working with the state board and the PUC, to prepare a statewide assessment of the electric vehicle charging infrastructure needed to support the levels of electric vehicle adoption required for the state to meet its goals of putting at least 5,000,000 zero-emission vehicles on California roads by 2030, and of reducing emissions of greenhouse gases to 40% below 1990 levels by 2030. This bill would require the assessment of the fuel cell electric vehicle fueling infrastructure and fuel production to additionally include an assessment of storage and transport facilities, and the assessment of the electric vehicle charging infrastructure to additionally include electric system infrastructure and electric generation. The bill would expand the scope of the latter assessment to include the electric vehicle charging infrastructure, electric system infrastructure, and electric generation needed for the state to meet the goals of Executive Order No. N-79-20 and any state board regulatory action that requires or allows zero-emission vehicles in the heavy-duty vehicle and off-road sectors. The bill would require both assessments to identify any barriers to the deployment of hydrogen infrastructure and any barriers to the deployment of electric infrastructure, respectively, for medium- and heavy-duty fleets and recommendations for addressing those barriers. The bill would require the Energy Commission to publish a determination regarding the adequacy of completed or planned charging or fueling sites for the 5 years following the completion of the initial statewide assessment and the findings of the electric vehicle charging infrastructure assessment, as provided.

SB 537 Becker D (Dist. 13) Open meetings: multijurisdictional, cross-county agencies: teleconferences.

Location: ASSEMBLY L. GOV.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law, under the Ralph M. Brown Act, requires that, during a teleconference, at least a quorum of the members of the legislative body participate from locations within the boundaries of the territory over which the local agency exercises jurisdiction. The act provides an exemption to the jurisdictional requirement for health authorities, as defined. Current law, until January 1, 2024, authorizes the legislative body of a local agency to use alternate teleconferencing provisions during a proclaimed state of emergency or in other situations related to public health that exempt a legislative body from the general requirements (emergency provisions) and impose different requirements for notice, agenda, and public participation, as prescribed. The emergency provisions specify that they do not require a legislative body to provide a physical location from which the public may attend or comment. Current law until January 1, 2026, authorizes the legislative body of a local agency to use alternative teleconferencing in certain circumstances related to the particular member if at least a quorum of its members participate from a singular physical location that is open to the public and situated within the agency's jurisdiction and other requirements are met, including restrictions on remote participation by a member of the legislative body. These circumstances include if a member shows "just cause," including for a childcare or caregiving need of a relative that requires the member to participate remotely. This bill would expand the circumstances of "just cause" to apply to the situation in which an immunocompromised child, parent, grandparent, or other specified relative requires the member to participate remotely.

SB 538 Portantino D (Dist. 25) Department of Transportation: Chief Advisor on Bicycling and Active Transportation.

Location: ASSEMBLY APPR.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law establishes the Department of Transportation and provides that the Director of Transportation shall perform all duties, exercise all powers and jurisdiction, assume and discharge all responsibilities, and carry out and effect all purposes vested by law in the department, except as otherwise provided by law. This bill would require the director to appoint a Chief Advisor on Bicycling and Active Transportation, to serve as the department's primary advisor on all issues related to bicycle transportation, safety, and infrastructure, as specified.

SB 614 Blakespear D (Dist. 38) Transportation Development Act.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House					2nd House							

The Mills-Alquist-Deddeh Act, also known as the Transportation Development Act, provides for funding of local public transit systems throughout the state, as provided. The act makes legislative findings and declarations in that regard. This bill would make nonsubstantive changes to the legislative findings and declarations of the act.

SB 617 Newman D (Dist. 29) Public contracts: progressive design-build: local and regional agencies: transit.

Location: ASSEMBLY APPR.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House					2nd House							

Current law, until January 1, 2029, authorizes local agencies, defined as any city, county, city and county, or special district authorized by law to provide for the production, storage, supply, treatment, or distribution of any water from any source, to use the progressive design-build process for up to 15 public works projects in excess of \$5,000,000 for each project that treats, pumps, stores, or conveys water, wastewater, recycled water, advanced treated water, or supporting facilities. Current law defines “progressive design-build” as a project delivery process in which both the design and construction of a project are procured from a single entity that is selected through a qualifications-based selection at the earliest feasible stage of the project. Current law requires the selected entity and its general partners or joint venture members to verify specified information under penalty of perjury. Current law requires local agencies to report to the Legislature by January 1, 2028, regarding the use of the progressive design-build process, as specified. This bill, until January 1, 2029, would similarly authorize a transit district, municipal operator, consolidated agency, joint powers authority, regional transportation agency, or local or regional agency, as described, to use the progressive design-build process for up to 10 public works projects in excess of \$5,000,000 for each project.

Position: Support

SB 677 Blakespear D (Dist. 38) Intercity rail: LOSSAN Rail Corridor.

Location: ASSEMBLY APPR.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House					2nd House							

Current law authorizes the Department of Transportation, subject to approval of the Secretary of Transportation, to enter into an interagency transfer agreement under which a joint powers board assumes responsibility for administering the state-funded intercity rail service in a particular corridor, including the LOSSAN Rail Corridor. Current law provides for the allocation of state funds by the secretary to a joint powers board under an interagency transfer agreement based on an annual business plan for the intercity rail corridor and subsequent appropriation of state funds. Existing law requires the joint powers board to submit the annual business plan to the secretary for review and recommendation by April 1 of each year. Current law requires the business plan to include, among other things, a report on the performance of the corridor service, an overall operating plan, short-term and long-term capital improvement programs, funding requirements for the upcoming fiscal year, and an action plan with specific performance goals and objectives. This bill would require the LOSSAN Rail Corridor Agency, as part of the annual business plan submitted to the secretary, to include a description of the effects of climate change on the LOSSAN corridor, to identify projects planned to increase climate resiliency on the corridor, and to discuss possible funding options for those identified projects, as specified. To the extent the bill would add to the duties of the LOSSAN Rail Corridor Agency, the bill would impose a state-mandated local program.

SB 695 Gonzalez D (Dist. 33) Department of Transportation: state highway system: public data portal.

Location: ASSEMBLY APPR.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House					2nd House							

Current law requires the Department of Transportation to improve and maintain state highways. This bill would require the department, beginning September 1, 2024, to annually prepare and make available on its internet website information and data about activities on the state highway system from the prior fiscal year. The bill would also require the department to prepare and post on its internet website, no later than September 1, 2024, data and information about activities on the state highway system covering the period from July 1, 2018, to July 1, 2023. The bill would require the California Transportation Commission to include this data and information in its annual report to the Legislature. The bill would require the department to prepare and make available on its internet website data and information on planned, pending projects on the state highway system.

SB 706 Caballero D (Dist. 14) Public contracts: progressive design-build: local agencies.

Location: ASSEMBLY APPR.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House					2nd House							

Current law, until January 1, 2029, authorizes local agencies, defined as any city, county, city and county, or special district authorized by law to provide for the production, storage, supply, treatment, or distribution of any water from any source, to use the progressive design-build process for up to 15 public works projects in excess of \$5,000,000 for each project, similar to the progressive design-build process authorized for use by the Director of General Services. This bill would, until January 1, 2030, provide additional authority for cities, counties, cities and counties, or special districts to use the progressive design-build process for up to 10 public works in excess of \$5,000,000, not limited to water-related projects, excluding projects on state-owned or state-operated facilities. The bill would require information to be provided under penalty of perjury and would require similar reports due no later than December 31, 2028.

Position: Support

SB 710 Durazo D (Dist. 26) Sale of excess state highway property: State Highway Route 710 Terminus.

Location: ASSEMBLY APPR.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House					2nd House							

Current law, if the Department of Transportation determines that real property, or an interest in the property, acquired for highway purposes is no longer necessary for those purposes, authorizes the department to sell or exchange the property or property interest in the manner and upon terms, standards, and conditions established by the California Transportation Commission, as provided. Current law authorizes the California Transportation Commission to relinquish a portion of State Highway Route 710. This bill would require the department to establish and administer a Terminus Regional Planning Task Force, as provided, to meet quarterly and complete and submit a report to the Legislature on the issues of traffic and potential land use related to the State Route 710 Terminus adjacent areas, as defined. The bill would repeal these provisions on January 1, 2027.

SB 747 Caballero D (Dist. 14) Land use: economic development: surplus land.

Location: ASSEMBLY APPR.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House					2nd House							

Would authorize a city, county, or city and county, in addition to a sale or lease, to otherwise transfer property to create an economic opportunity. The bill would make related, conforming changes. The bill would additionally state the Legislature's intent is to ensure that residents of the state have access to jobs that allow them to afford housing without the need for public subsidies.

SB 825 Limón D (Dist. 19) Local government: public broadband services.

Location: ASSEMBLY THIRD READING

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered	33.b
	1st House				2nd House								

Would add metropolitan planning organizations and regional transportation planning authorities to that list of local government agencies included in the definition of “local agency.”

SB 849 Stern D (Dist. 27) Air pollution: emissions from ports.

Location: SENATE RLS.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Under existing law, the State Air Resources Board has adopted the Ocean-Going Vessels At Berth Regulation to increase emissions reductions from oceangoing vessels at berth in state ports to provide more air quality and health benefits to the people living and working in and around California’s busiest seaports. This bill would state the intent of the Legislature to enact subsequent legislation to reduce emissions at the ports of California.

SBX1 1 Jones R (Dist. 40) Motor vehicle fuel tax: greenhouse gas reduction programs: suspension.

Location: SENATE RLS.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

The California Global Warming Solutions Act of 2006 requires the State Air Resources Board to adopt rules and regulations to achieve the maximum technologically feasible and cost-effective greenhouse gas emissions reductions to ensure that the statewide greenhouse gas emissions are reduced to at least 40% below the statewide greenhouse gas emissions limit, as defined, no later than December 31, 2030. Pursuant to the act, the state board has adopted the Low Carbon Fuel Standard regulations. The act authorizes the state board to include in its regulation of those emissions the use of market-based compliance mechanisms. Current law requires all moneys, except for fines and penalties, collected by the state board from the auction or sale of allowances as part of a market-based compliance mechanism to be deposited in the Greenhouse Gas Reduction Fund. This bill would suspend the Low Carbon Fuel Standard regulations for one year. The bill would also exempt suppliers of transportation fuels from regulations for the use of market-based compliance mechanisms for one year.

Total Measures: 47

Total Tracking Forms: 47

Attachment: Bill Report 8-23 (9869 : State Legislative Update)

Minute Action

AGENDA ITEM: 34

Date: September 6, 2023

Subject:

Federal Legislative Update

Recommendation:

Receive and file the August 2023 Federal Legislative Update and provide direction as appropriate.

Background:

San Bernardino County Transportation Authority Legislative Affairs staff, along with representatives from federal advocates, Potomac Partners D.C., LLC, updated the Legislative Policy Committee on August 9, 2023, regarding the appropriations process for Fiscal Year 2024 and upcoming legislative deadlines.

Fiscal Year 2024 Budget

Although negotiations on the debt limit caused significant delays this year, setting new spending caps late in the process, the House and Senate Appropriations Committees were working very quickly to pass the majority of their Fiscal Year 2024 (FY24) spending bills prior to the Summer Recess.

The House and Senate Appropriations Committees' schedule to pass spending bills can be found in Attachment A.

The House and Senate Appropriations Committees' passed their Transportation, Housing and Urban Development (THUD) passed their proposed spending bills on July 18th and July 20th, 2023, respectively.

FY24 House THUD Summary

\$21.574 billion - Department of Transportation (Discretionary)

- \$7.161 billion below the FY23 enacted level
- \$79.342 billion in obligation limitation for Highway Trust Fund programs
- \$100.915 billion in total budgetary resources

Office	FY24 House	Compared to FY23 Enacted
Federal Aviation Administration	\$19.553B	+ \$529M
Federal Highway Administration	\$62.092B	- \$829.8M
Federal Railroad Administration	\$1.451B	- \$1.952B
Federal Transit Administration	\$14.671B	- \$2.297B
Maritime Administration	\$753.3M	- \$226.9M below request
Office of the Secretary	\$664.5M	- \$1.436B below request

Key Points & Highlights from the House THUD Summary

- Federal Transit Administration (FTA) FY24 contract authority funds (includes 5307 & 5337 formula funds) were not cut, plus the 2.3% increases from the Infrastructure Investment and Jobs Act (IIJA) were retained.

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

Board of Directors Agenda Item

September 6, 2023

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- General Fund grant accounts cut. Federal Railroad Administration (FRA) accounts especially hit hard since FRA has only General Funds and no trust funds. Also, General-Funded FTA 5309 grants cut.
- In FRA, only Consolidated Rail Infrastructure and Safety Improvements (CRISI) and Amtrak got new FY24 grant appropriations, but those were both cut from FY23 levels. 11% of the CRISI funds will be earmarked.
- No other FRA grants accounts got new FY24 appropriations, but IJA advance appropriations were not clawed back, which includes CRISI, Railroad Crossings, and Federal-State Partnership State of Good Repair.
- In FTA, \$131 million in extra General Funds were provided for earmarks.
- House THUD did not claw back advance appropriations from the IJA for FTA or FRA grant funds.
- The bill does not provide additional appropriations for Rebuilding American Infrastructure with Sustainability and Equity (RAISE) or National Infrastructure Project Assistance (Mega) grant programs, which receive a collective \$2.5 billion (\$1.5 billion for RAISE and \$1 billion for Mega) in advanced appropriations for FY24 through the IJA.

Of note, the House spending bill did include a \$2,000,000 Community Project Funding request for SBCTA's US 395 Freight Mobility and Safety Project, sponsored by Congressman Jay Obernolte

FY24 Senate THUD Summary

\$28.433 billion - Department of Transportation (Discretionary)

- \$300 million below the FY23 enacted level
- \$60 billion in obligation limitation for Highway Trust Fund programs
- \$88.433 billion in total budgetary resources

Office	FY24 Senate	Compared to FY23 Enacted
Federal Aviation Administration	\$20.3B	+\$1.3B
Federal Highway Administration	\$62.8B	-\$100M
Federal Railroad Administration	\$3.4B	= Same Amount
Federal Transit Administration	\$16.9B	-\$70M
Maritime Administration	\$1.2B	+\$304M
Office of the Secretary	\$1.5B	= Same Amount

Key Points & Highlights from the Senate THUD Summary

- Unlike the House bill, the Senate bill maintains critical funding for the RAISE Grant program.
- The bill provides \$60.096 billion for Federal-aid Highways, consistent with the IJA-authorized level of spending from the Highway Trust Fund, with an additional \$2.047 billion for Highway Infrastructure Programs. This includes \$45 million for the Active Transportation Infrastructure Investment Program, \$150 million for Promoting

San Bernardino Council of Governments

San Bernardino County Transportation Authority

Resilient Operations for Transformative, Efficient, and Cost-saving Transportation (PROTECT) Grants, \$1.145 billion for bridges, \$100 million for the Appalachian Development Highway System, \$20 million for Scenic Byways, and other programs.

- A total of \$3.4 billion is provided for the Federal Railroad Administration (FRA). This includes \$2.45 billion for Amtrak to sustain operations, maintain a state of good repair, and safely get passengers to their destinations.
- The bill provides \$16.865 billion for the FTA, including \$2.45 billion for Capital Investment Grants, a \$240 million increase over fiscal year 2023, to continue investing in America's transit infrastructure. It also includes \$365.8 million in budget authority, \$184 million above fiscal year 2023, for Transit Investment Grants, including \$161.8 million for Buses and Bus Facilities, \$50 million for the Low- and No-emissions program; \$45 million for areas of persistent poverty; and \$43 million for urban and rural ferry programs.

Of note, the Senate bill included a \$1,600,000 Congressionally Directed Spending request for Metrolink's Rail Crossing Integration Technology for Safety and Congestion Relief Project, sponsored by Senators Feinstein and Padilla.

Legislative Calendar

The House and Senate adjourned for summer recess on July 28, 2023, through the month of August and scheduled to return to Washington, D.C., on September 5th and September 12th, 2023, respectively.

Financial Impact:

This item has no financial impact on the Fiscal Year 2023/2024 Budget.

Reviewed By:

This item was received by the Legislative Policy Committee on August 9, 2023.

Responsible Staff:

Otis Greer, Director of Legislative and Public Affairs

Approved
Board of Directors
Date: September 6, 2023

Witnessed By:

**Tentative Schedule for House and Senate Spending Bills
for Fiscal Year 2024**

ATTACHMENT A

Appropriations Bill	House Appropriations Full Committee	House Floor Vote	Senate Appropriations Full Committee	Senate Floor Vote
Agriculture, Rural Development, Food and Drug Administration, and Related Agencies	June 14 th	TBD	June 22 nd	TBD
Commerce, Justice, Science, and Related Agencies		TBD	July 13 th	TBD
Defense	June 22 nd	TBD	July 27 th	TBD
Energy and Water Development	June 22 nd	TBD	July 20 th	TBD
Financial Services and General Government	July 13 th	TBD	July 13 th	TBD
Homeland Security	June 21 st	TBD	July 27 th	TBD
Interior, Environment, and Related Agencies	July 19 th	TBD	July 27 th	TBD
Labor, Health and Human Services, Education, and Related Agencies		TBD	July 27 th	TBD
Legislative Branch	June 21 st	TBD	July 13 th	TBD
Military Construction, Veterans Affairs, and Related Agencies	June 13 th	July 27 th	June 22 nd	TBD
State, Foreign Operations, and Related Programs	July 12 th	TBD	July 20 th	TBD
Transportation, Housing and Urban Development, and Related Agencies	July 18 th	TBD	July 20 th	TBD

Attachment: Appropriations Bills Schedule FY 2024 (9868 : Federal Legislative Update)

Minute Action

AGENDA ITEM: 35

Date: September 6, 2023

Subject:

Bill Position Recommendation

Recommendation:

Per Policy 10000, III.D., the Legislative Policy Committee (LPC) is authorized to, “Consistent with the Board-adopted platform, take official positions of support or opposition to State and Federal legislation or regulations on behalf of the Board of Directors and report all positions taken to the Board in a timely manner.”

At their August 9, 2023 meeting, the LPC, on behalf of the San Bernardino County Transportation Authority Board, adopted the following recommended positions on the current state legislation:

Approve a support position on Senate Concurrent Resolution (SCR) 59 by Senator Rosilicie Ochoa Bogh that recounts the life and career of Senator Bob Dutton and designates the overcrossing on State Route 210 at Archibald Avenue in the City of Rancho Cucamonga as the Senator Bob Dutton Memorial Overcrossing.

Background:

**Senate Concurrent Resolution (SCR) 59 (Ochoa Bogh)
Senator Bob Dutton Memorial Overcrossing**

SCR 59 by Senator Rosilicie Ochoa Bogh would designate the overcrossing on State Route 210 at Archibald Avenue in the city of Rancho Cucamonga after former State Senator Bob Dutton. Senator Dutton passed away in July 2022. The measure requests Caltrans determine the cost of signage and receive nonstate donations to erect those signs.

Naming the overpass in the City of Rancho Cucamonga where Senator Dutton lived and served as a City Council member is a befitting tribute to a longtime dedicated San Bernardino County public servant.

Senator Dutton’s public service for the County of San Bernardino spanned more than 20 years and included various terms on City Council, California State Assembly, California State Senate and as the Assessor-Recorder for the County of San Bernardino. His work and dedication to San Bernardino County infrastructure, more specifically transportation, was evident in his time as the Republican Leader in the State Senate and on the Senate Transportation Committee.

Senator Dutton played a pivotal role ensuring that the Proposition 1B Transportation Bond Act of 2006 included important local priorities such as: improvements to bridge seismic safety, reductions in congestion, upgrades to major transportation corridors, and the expansion of transit services.

His work on areas of importance to San Bernardino County Transportation Authority (SBCTA) are just a few of the many contributions he made to local communities.

Bill text of SCR 59 can be found in Attachment A.

Financial Impact:

This item has no financial impact to the Fiscal Year 2023/2024 Budget.

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

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Page 2

Reviewed By:

This item was reviewed and unanimously recommended for approval by the Legislative Policy Committee on August 9, 2023.

Responsible Staff:

Otis Greer, Director of Legislative and Public Affairs

Approved
Board of Directors
Date: September 6, 2023

Witnessed By:

San Bernardino Council of Governments
San Bernardino County Transportation Authority

ATTACHMENT A

Senate Concurrent Resolution

No. 59

Introduced by Senator Ochoa Bogh
(Coauthors: Senators Archuleta, Bradford, Dahle, Grove, Jones,
Laird, Newman, Nguyen, Niello, Seyarto, and Umberg)

May 1, 2023

Senate Concurrent Resolution No. 59—Relative to the Senator Bob Dutton Memorial Overcrossing.

LEGISLATIVE COUNSEL'S DIGEST

SCR 59, as introduced, Ochoa Bogh. Senator Bob Dutton Memorial Overcrossing.

This measure would designate the overcrossing on State Route 210 at Archibald Avenue in the City of Rancho Cucamonga as the Senator Bob Dutton Memorial Overcrossing. The measure would request that the Department of Transportation determine the cost of appropriate signs showing this special designation and, upon receiving donations from nonstate sources covering that cost, erect those signs.

Fiscal committee: no.

- 1 WHEREAS, The passing of Senator Robert “Bob” D. Dutton
- 2 at 71 years of age, on July 23, 2022, has brought a sense of
- 3 immense sorrow and loss to the people of the County of San
- 4 Bernardino; and
- 5 WHEREAS, Senator Dutton was born in the City of Lincoln,
- 6 Nebraska, on October 13, 1950, and moved to California in 1969,
- 7 where he served in the United States Army Reserve and California
- 8 Air National Guard; and
- 9 WHEREAS, Senator Dutton dedicated his life to the people of
- 10 the City of Rancho Cucamonga and the County of San Bernardino,

Attachment: SCR 59 (9870 : Bill Position Recommendation)

1 serving over 50 years in the community, where he was nicknamed
2 “RC Bob”; and

3 WHEREAS, Senator Dutton opened a real estate investment and
4 management firm, Dutton & Associates, Inc., with his father, Ted
5 Dutton, located in the City of Rancho Cucamonga and served as
6 a board member and president of the Rancho Cucamonga Chamber
7 of Commerce; and

8 WHEREAS, Senator Dutton was elected to the Rancho
9 Cucamonga City Council in 1998, where he led the fight to
10 eliminate the city’s utility tax, which was successfully abolished
11 in 2001; and

12 WHEREAS, Senator Dutton was elected to the California State
13 Assembly to serve the 63rd Assembly District in 2002 and was
14 elected to the California State Senate to serve the 31st Senate
15 District in 2004, where he served as the Vice Chair of the Senate
16 Committee on Rules and the Senate Committee on Budget and
17 Fiscal Review, took the lead on housing and transportation issues,
18 and was deeply passionate about fiscal responsibility and defending
19 taxpayers; and

20 WHEREAS, As a state legislator, Senator Dutton led the effort
21 to pardon Snickers the Bear, an orphaned black bear in his district,
22 by hand delivering the letters of local schoolchildren to
23 then-Governor Arnold Schwarzenegger, requesting Snickers be
24 returned from a state facility to Wildhaven Ranch Wildlife
25 Sanctuary and united with her companion, Little Bear, a fellow
26 orphaned black bear; and

27 WHEREAS, Senator Dutton was elected to serve as the County
28 of San Bernardino’s Assessor-Recorder-Clerk in 2014 and was
29 appointed County Clerk where he led a department of 250 county
30 employees; and

31 WHEREAS, Senator Dutton received many honors, including
32 being named Legislator of the Year by the League of California
33 Cities, the California State Sheriffs’ Association, the California
34 Alliance of Small Business Associations, and the California Small
35 Business Roundtable; and

36 WHEREAS, Senator Dutton served many community and civic
37 organizations, including the YMCA, the American Red Cross, the
38 Rancho Cucamonga Chamber of Commerce, the Community
39 Foundation, and the San Bernardino County Sheriff’s Council;
40 now, therefore, be it

1 *Resolved by the Senate of the State of California, the Assembly*
2 *thereof concurring,* That the Legislature expresses its deepest
3 sympathy at the passing of Senator Bob Dutton and, by this
4 resolution, memorializes him for his exemplary record of personal,
5 professional, and civic achievements, as well as the love and
6 devotion he shared with his family and friends, by designating the
7 overcrossing on State Route 210 at Archibald Avenue in the City
8 of Rancho Cucamonga as the Senator Bob Dutton Memorial
9 Overcrossing; and be it further

10 *Resolved,* That the Department of Transportation is requested
11 to determine the cost of appropriate signs consistent with the
12 signing requirements for the state highway system showing this
13 special designation and, upon receiving donations from nonstate
14 sources sufficient to cover the cost of the signs for which the
15 donations were made, to erect those signs; and be it further

16 *Resolved,* That the Secretary of the Senate transmit copies of
17 this resolution to the Director of Transportation and to the author
18 for appropriate distribution.

Minute Action

AGENDA ITEM: 36

Date: September 6, 2023

Subject:

RFP release for Public Outreach and Marketing Support

Recommendation:

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

Approve the release of Request for Proposals No. 23-1002995 for Public Outreach Support and Marketing Services.

Background:

The San Bernardino County Transportation Authority (SBCTA) delivers a wide range of transportation projects and programs to improve access and opportunity throughout the county. The path to get there, however, can create some challenges for commuters, residents, and business owners as projects move through the delivery process. SBCTA takes action to improve that experience by providing timely, accurate, and quality information about the projects so those who interact with it can make informed decisions about their daily lives. We accomplish our communication goals through the use of a Public Outreach support consultant.

With a variety of major projects such as the Interstate 10 Truck Climbing Lane, West Valley Connector Bust Rapid Transit, US 395, Interstate 15 Express Lanes (Contract 1), and others moving through delivery to construction over the coming years, SBCTA staff believes that the procurement of firms with the ability to provide services in an agency-wide capacity will bring cost savings to each project, efficiencies in processes, and more importantly consistency in service offerings for each project.

If the Board of Directors authorizes release of this request for proposals, SBCTA will seek proposals from qualified firms to fill this important agency-wide role:

- General Public Outreach/Education/Marketing:
SBCTA seeks to identify and select a Consultant(s) team that demonstrates the experience, knowledge, and capacity to provide agency-wide Public Outreach, Education, and Marketing Services in the transportation industry. The desired firm will develop a public outreach and messaging work plan for each project, and coordinate with SBCTA Media Services to provide consistent thematic messaging for all projects. The firm will also be responsible for developing an education and marketing strategy for new services, as well as for key programs and initiatives that the public will benefit from.

The successful Consultant(s) will demonstrate experience that includes, but is not limited to, the following areas:

- Developing agency messaging materials and talking points for briefing documents
- Facilitating public meetings and public hearings and recording of meeting minutes
- Coordination with Construction teams for the development and delivery of construction alerts and mitigation messaging
- Develop advertisement and marketing campaigns (including print, radio, and television)

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

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- Develop collateral materials to support all projects and programs at SBCTA/ San Bernardino Council of Governments (SBCOG)
- General Event Management services:
 - Ground Breaking/Ribbon Cutting
 - Other SBCTA Special Events (i.e. Business to Business Expo)
 - Conducting public surveys
 - Coordinating Community Advisory Groups
 - Website content development and updating
 - Coordination with professional and industry associations
 - Developing a strategic plan for the use of digital and social media for public outreach
- Execution of Express Lanes marketing launch to assist in establishing service levels
- Execution of Transit marketing campaigns to support increases in ridership
- Education of SBCTA programs and initiatives, including but not limited to: Measure I, Council of Governments, Freeway Service Patrol, etc.

The Scope of Work for Public Outreach Services support is included with this item as Attachment A.

Financial Impact:

This item is consistent with the Fiscal Year 2023/2024 Budget.

Reviewed By:

This item was reviewed and unanimously recommended for approval by the General Policy Committee on August 9, 2023. SBCTA General Counsel, Procurement Manager and Risk Manager have reviewed this item and the draft RFP.

Responsible Staff:

Otis Greer, Director of Legislative and Public Affairs

Approved
Board of Directors
Date: September 6, 2023

Witnessed By:

ATTACHMENT A

Scope of Work General Public Outreach/Marketing/Event Management

SBCTA seeks to identify and select a Consultant(s) team that demonstrates the experience, knowledge, and capacity to provide agency-wide Public Outreach and Event Management Services for the Transportation Authority and the Council of Governments.

The desired firm will develop a public outreach and messaging work plan for each capital improvement project, and coordinate with SBCTA Media Services and Graphic Design Consultants to provide consistent thematic messaging for all projects. The firm will be responsible for continuing any project-related public outreach and sustaining marketing efforts for the first six months of SB Express Lanes on Interstate 10.

In addition, the successful firm will provide polling services to better understand the public's disposition to key concerns and initiatives of the agency. Examples may include:

- Awareness levels of Measure I and its impact on San Bernardino County
- Transit services and how the public seeks to use transit in San Bernardino County
- Equity in transportation and the impact of transportation solutions to communities

The firm shall be prepared to provide graphic design support. This will include the development of both digital and physical materials to support any outreach or marketing efforts within the agency. Examples may include: fact sheets, posters, videos, social media content, etc.

The successful Consultant(s) will demonstrate experience in the following areas:

- Developing agency messaging materials and talking points for briefing documents
- Facilitating multilingual public meetings and public hearings and recording of meeting minutes
- Coordination with Construction teams and Public Outreach staff for development and delivery of project specific construction alerts and mitigation messaging
- Develop advertisement and marketing campaigns (including print, radio, and television)
- General Event Management services:
 - Public Outreach Meetings/Ground Breaking/Ribbon Cutting
 - Other SBCTA Special Events (i.e. Business to Business Expo)
 - Coordinating Community Advisory Groups
 - Website content development and updating
 - Coordination with professional and industry associations
 - Developing a strategic plan for the use of digital and social media for public outreach

Minute Action

AGENDA ITEM: 37

Date: September 6, 2023

Subject:

Interstate 10 Mount Vernon Avenue Interchange Project - Hearings to Consider Resolutions of Necessity for Property Interests in the City of Colton

Recommendation:

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

- A. Conduct public hearings to consider condemnation of real property required for the Interstate 10 Mount Vernon Avenue Interchange Project in the City of Colton.
- B. Upon completion of a public hearing, that the Board of Directors adopt Resolution of Necessity No. 24-001 authorizing and directing General Counsel, or her designee, to prepare, commence, and prosecute proceedings in eminent domain for the purpose of acquiring interests in real property from: Tabbaa Mardini Real Estate Investments, LLC (Assessor's Parcel Number 0162-203-14). The resolution must be approved by at least a two-thirds majority.
- C. Upon completion of a public hearing, that the Board of Directors adopt Resolution of Necessity No. 24-002 authorizing and directing General Counsel, or her designee, to prepare, commence, and prosecute proceedings in eminent domain for the purpose of acquiring interests in real property from: Trinh, Lan To (Assessor's Parcel Numbers 0164-172-30, 0164-172-31, 0164-172-32, 0164-172-33). The resolution must be approved by at least a two-thirds majority.
- D. Upon completion of a public hearing, that the Board of Directors adopt Resolution of Necessity No. 24-003 authorizing and directing General Counsel, or her designee, to prepare, commence, and prosecute proceedings in eminent domain for the purpose of acquiring interests in real property from: Song, Sue Chin Living Trust. (Assessor's Parcel Number 0164-172-53). The resolution must be approved by at least a two-thirds majority.

Background:

San Bernardino County Transportation Authority (SBCTA) is proceeding with the delivery of the Interstate 10 (I-10) Mount Vernon Avenue Interchange Project (Project). The acquisition of temporary construction easements (TCE) and partial areas from three commercial properties are required to construct and operate the Project.

In July 2018, Cooperative Agreement No. 18-1001904 with the City of Colton was approved, authorizing expenditures for Right-of-Way (ROW) and defining SBCTA's role as the lead agency for acquisition of ROW. Costs to acquire necessary ROW on this Project will be funded with Measure I Funds and City Developer Impact Fees.

In an effort to maintain the Project schedule, it is necessary to comply with the statutorily-prescribed process for eminent domain and conduct hearings for a Resolution of Necessity for each property while negotiations continue. Therefore, the purpose of this agenda item is to present information regarding the public interest and necessity for the Project and the property rights required for project implementation. Although the adoption of Resolutions of Necessity is recommended for the subject properties in order to maintain the Project schedule and avoid delay costs, SBCTA's acquisition agents will continue to negotiate with the property

Entity: San Bernardino County Transportation Authority

owners in an effort to acquire the property interests through a voluntary purchase and avoid litigation.

The owners of the subject properties are:

- Tabbaa Mardini Real Estate Investments, LLC
- Trinh, Lan To
- Song, Sue Chin Living Trust

Support for the Resolutions of Necessity

SBCTA is authorized to acquire property by eminent domain pursuant to the California Public Utilities Code Sections 130220.5 and 130809(b)(4). Eminent domain will allow SBCTA to obtain legal rights to the properties needed for the Project if a negotiated sale cannot be reached. A Resolution of Necessity is the first step in the eminent domain process. Since the process takes several months, it is necessary to start this process now to ensure that possession of the property is obtained in time to meet the scheduled delivery and to avoid costly ROW delays.

In order to adopt the Resolutions of Necessity, SBCTA must make the four findings discussed below for each of the properties. The issue of the amount of just compensation for these properties is not addressed by these Resolutions of Necessity and is not to be considered at the hearings. The four necessary findings are:

1. The public interest and necessity require the Project.

The Project is located in the City of Colton. The Project limits extend along Mount Vernon Avenue approximately 540-feet north and 640-feet south from the freeway centerline, along I-10; the westerly limit is at the 9th Street interchange to just east of the Mount Vernon Avenue westbound off-ramp. The Project will replace the existing overcrossing with a new bridge. The purpose of the Project is to improve traffic operations and improve pedestrian and bicycle access across Mount Vernon Avenue through the interchange.

The existing bridge does not meet current vertical clearance standards and will need to be lengthened to satisfy existing standards and accommodate the future freeway widening.

2. The Project is planned and located in a manner that will be most compatible with the greatest public good and least private injury.

During the environmental and design phase of the Project multiple alternatives were studied. The Project Development Team (PDT) selected the Preferred Build Alternative to be constructed, after consideration of the public review comments, as it includes the least ROW impacts to the community and improves traffic operations, geometric elements and minimizes traffic conflicts. The proposed design minimizes property requirements, however, partial acquisitions, utility easements, and temporary construction easements are still required for the project.

In addition, the bridge vertical profile was designed to minimize ROW impacts along Mount Vernon Avenue and East Valley Boulevard, and reconstructing sidewalks, crosswalks, and curb access ramps to meet current Americans with Disabilities Act standards.

During the design and right of way phase, considerations have been taken in communication with property owners, and additional design modifications have been implemented to eliminate impacts to three properties that would have been affected. This was achieved through numerous communications with the property owners and has resulted in the least private injury while accomplishing the greatest public good through construction of the Project.

3. Each property sought to be acquired is necessary for the Project.

While portions of the Project are being constructed within existing ROW, the Project requires acquisition of the property interests listed below:

- **Tabbaa Mardini Real Estate Investments, LLC.:** A partial acquisition and a TCE is needed for construction of the Project improvements.
- **Trinh, Lan To:** A partial acquisition and four TCEs are needed for the construction of the Project improvements.
- **Song, Sue Chin Living Trust:** A partial acquisition and a TCE are needed for the construction of the Project improvements.

4. Offers required by Section 7267.2 of the Government Code have been made to the property owners.

The properties listed below were appraised and offers for the full amount of the appraisals were made to the owner or owners of record in accordance with Section 7267.2 of the Government Code.

- The offer for the Tabbaa Mardini Real Estate Investments, LLC Property was presented on May 9, 2023.
- The offer for the Trinh, Lan To Property was presented on May 11, 2023.
- The offer for the Song, Sue Chin Living Trust Property was presented on May 11, 2023.

Financial Impact:

This item is consistent with the Fiscal Year 2023/2024 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 August 10, 2023. SBCTA General Counsel has reviewed this item and the draft resolutions.

Responsible Staff:

Sal Chavez, Project Delivery Manager

Approved
Board of Directors
Date: September 6, 2023

Witnessed By:

Attachment A

**PowerPoint Presentation
and
Letter Submitted for the Public Hearings**

I-10 MOUNT VERNON AVENUE INTERCHANGE PROJECT

RESOLUTION OF NECESSITY FOR PROJECT RIGHT-OF-WAY

Presenter: Sal Chavez
SBCTA Project Delivery Manager



cta

San Bernardino County
Transportation Authority

Board of Directors Meeting
September 6, 2023

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 owners



SBCTA Request

- Replace Mt. Vernon Bridge over Interstate 10 (I-10)
- Improve local traffic operations
- Address pedestrian and bicycle modes of travel by
 - Adding access across the bridge
 - Upgrading bike lanes to Class II
- New bridge will comply with new standards and accommodate future I-10 widening

I-10 Mt Vernon Avenue Improvement Project



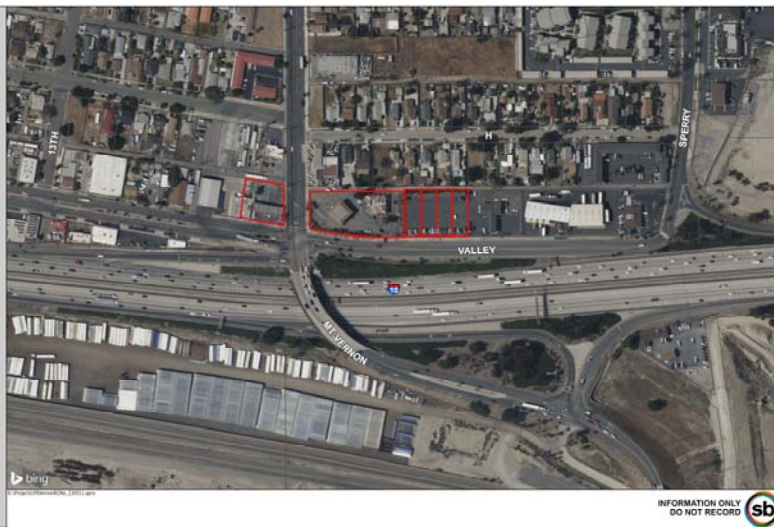
Finding No. 1



I-10 Mount Vernon Avenue Improvements

- During the Project Approval/Environmental Document phase several alternatives were developed.
- Alternative selected by the Project Development Team includes the least ROW impacts, while improving traffic operations, improving geometric elements such as the bridge vertical profile, minimizing traffic conflicts, and reconstruction of sidewalks, crosswalks, and curb access ramps to meet current American with Disabilities Act Standards..
- During the design/ROW phase, design modification were implemented to eliminate impacts to three properties originally identified as needed for the project.

I-10 Mt Vernon Avenue Improvement Project



Finding No. 2



I-10 Mount Vernon Avenue Improvements



Finding No. 3



Parcel Location



Finding No. 3



Parcel Location

I-10 Mt Vernon Avenue Improvement Project

OWNER: SONG, SUE



PROJECT AREA



Selected Parcels

Partial Fee Take

Temporary Construction Easement

bing

INFORMATION ONLY
DO NOT RECORD

sb

Finding No. 3



Parcel Location

Item	Ownership	Offer Date
B.	Tabbaa Mardini Real Estate Investments , LLC	05/09/2023
C.	Trinh, Lan To	05/11/2023
D.	Song, Sue Chin Living Trust	05/11/2023

Finding No. 4



Offer of Just Compensation

No.	Ownership	Date of First Contact	Mailings	In Person Meetings	Phone Contacts	E-Mails	Attorney Contacts	Unsuccessful Contacts *	Total
B.	Tabbaa Mardini Real Estate Investments, LLC	5/9/2023	3	1	6	8	0	7	25
C.	Trinh, Lan To	5/11/2023	3	2	3	4	0	13	25
D.	Song, Sue Chin Living Trust	5/11/2023	4	0	4	4	0	10	22
	* Property visit, phone call and/or email with no response								
	Communications as of August 2023								

Finding No. 4



Communication Summary

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



HINSON GRAVELLE & ADAIR LLP

L A W Y E R S

A REGISTERED LIMITED LIABILITY PARTNERSHIP

DOUGLAS A. GRAVELLE
27240 TURNBERRY LANE SUITE 200
VALENCIA, CALIFORNIA 91355

gravelle@hinsongravelle.com
www.hinsongravelle.com
Direct Dial (661) 294-0116

Via E-Mail
(clerkoftheboard@gosbcta.com)

August 21, 2023

Clerk of the Board of Directors
SBCTA Board of Directors
1170 W. 3rd Street, 2nd Floor
San Bernardino, CA 92410

**Re: Request to Appear and Be Heard Regarding (and Objections to) July 28, 2023
Notice of Hearing Regarding Adoption of Resolution of Necessity to Acquire
Interests Concerning 202 N. Mount Vernon Avenue, Colton, California (APN 0164-
172-53)**

Dear Gentilepersons:

We represent 7-Eleven, Inc. (“**SEI**”), which holds a leasehold interest in real property having APN#0164-172-53 and more commonly known as 202 N. Mount Vernon Avenue, Colton, California (“**Property**”). We are sending this letter on behalf of SEI in response to San Bernardino County Transportation Authority’s (“**SBCTA**”) July 28, 2023 Notice of Hearing Regarding Adoption of Resolution of Necessity (“**Notice**”)¹ regarding the proposed acquisition in fee (“**Fee Interest**”) of approximately 2,070 square feet of the Property (“**Fee Aea**”) and the proposed acquisition of a temporary construction easement (“**TCE**”) in approximately 5,657 square feet of the Property (“**TCE Area**”). The proposed Fee Interest and TCE are hereafter collectively referred to as the “**Interests**”.

SEI hereby requests an opportunity to appear and be heard at the September 6, 2023 hearing on the Resolution of Necessity (“**RON**”). SEI also hereby asserts the following comments, concerns and objections based upon its review of the Notice:

¹ To the extent SBCTA contemplates taking the position this letter was not received within 15 days after July 28, 2023 when the Notice was purportedly served, we note that because the Notice was mailed on July 28, 2023 to only addresses in Texas, the 15-day deadline (as provided for in Code of Civil Procedure Section 1245.235(a)(3)) to request an opportunity to appear and be heard at the hearing is extended by ten (10) days, for a total of 25 days (*i.e.*, until August 22, 2023). *See, e.g.*, C.C.P. §1230.040 (providing that the rules of practice for civil actions apply to the rules for eminent domain) and C.C.P. §1013 (providing that in the event of a mailing to an address *outside* California, the time to respond thereto is extended 10 days).

Clerk of the Board of Directors
 SBCTA Board of Directors
 August 21, 2023
 Page 2

1. There is insufficient information in the Notice to allow SEI to determine if the Interests in the Property, *as opposed to other real property*, are necessary for the Project. C.C.P. §1240.030(c).
2. There is insufficient information in the Notice to allow SEI to determine if the proposed *size of the TCE* is necessary for the Project. For example, if the proposed size of the TCE is excessive, it runs afoul of Code of Civil Procedure Section 1240.030(c) (property sought to be acquired must be necessary for the project).
3. There is insufficient information in the Notice to allow SEI to determine if the proposed *term of TCE* is excessive and/or necessary for the Project. C.C.P. §1240.030(b) (project must be planned in a manner with the least private injury) and §1240.030(c) (property sought to be acquired must be necessary for the project). The term of any TCE should be the minimal amount of time necessary. For example, if only 30 days are necessary to use the TCE, the term of the TCE should be 30 days.
4. There is insufficient information in the Notice to allow SEI to determine whether any anticipated *use(s) of the TCE* is/are not reasonable and/or is/are not necessary and thus run(s) afoul of Code of Civil Procedure Sections 1240.030(b) (project must be planned in a manner with the least private injury) and/or 1240.030(c) (property sought to be acquired must be necessary for the project). For example, does the TCE only allow work necessary for physical construction, or does it allow storage too? If it allows storage too, storage of what (*e.g.*, vehicles, materials, *etc.*)? Also, is subsurface digging, trenching or excavation allowed under the TCE?
5. The Notice lacks sufficient *protections to minimize disruptions to ongoing business operations at the Property*, and hence the TCE runs afoul of Code of Civil Procedure Section 1240.030(b) (project must be planned in a manner with the least private injury). For example:
 - A. While the proposed TCE states that “reasonable pedestrian and vehicular access to the remainder property will be maintained at all times”, that is a very vague standard. At a minimum, the TCE should *also* require that at all times the TCE is in use, at least one-half (1/2) of both of the two driveways for the Property (along Mount Vernon Avenue and East Valley Boulevard) be completely open and useable by vehicles, *including fuel tanker trucks*. Fuel tanker trucks require the use of both driveways to enter and exit the Property to deliver fuel to the Property.
 - B. There is a monument sign on the Property at the intersection of Mount Vernon Avenue and East Valley Boulevard that, *inter alia*, displays fuel prices (“Monument Sign”). It appears the Monument Sign is within the proposed Fee taking area and thus will need to be moved. If so, provisions need to be made to allow its relocation in approximately the same area (and if there is insufficient

space therefor, for conversion of the Monument Sign to a pylon sign), and for the relocation and/or replacement of the Monument Sign to be as quick as possible so there is nothing more than a nominal period of time when the Property is without such a sign. Not only does the California Business and Professions Code require the display of fuel pricing (so that fuel prices are visible along both Mount Vernon Avenue and East Valley Boulevard) at all times, any absence of fuel pricing will discourage customers from patronizing the Property. And to the extent the Monument Sign is to be relocated to or replaced in the TCE Area, provisions need to be added to the TCE to ensure the relocated/replaced Monument Sign is protected in place and not obstructed or blocked during use of the TCE.

- C. It appears a portion of the TCE runs over the underground storage tank farm (“UST Tank Farm”), and otherwise runs very close to the UST Tank Farm. Digging, trenching or excavating in or near a UST Tank Farm creates the very real risk of an explosion. For that reason, it is crucial that the TCE prohibit any digging, trenching or excavating within ten feet (10’) of the perimeter of the UST Tank Farm (a 10 foot “buffer” is a common industry safety guideline).
 - D. Nothing in the Notice requires SBCTA or its contractors to provide any kind of advanced written notice to SEI (*e.g.*, at least thirty days advanced written notice) before first accessing the TCE Area. Advanced written notice before using a TCE area is standard, and it is necessary so that SEI can advise on-site persons and otherwise plan around the use the TCE.
 - E. The proposed TCE states that SBCTA may place a temporary fence around the TCE Area. However, fencing often creates the impression a location is closed, discouraging customers from patronizing a location. This provision should be modified so that any fencing only be done to the smallest area, and for the shortest duration of time, reasonably necessary to use the TCE.
 - F. There are several lights stands and a flag pole on the Property. To the extent they are in the Fee Area, they need to be replaced by SBCTA. To the extent they are in the TCE Area, they should be protected in place.
 - G. There is no general requirement (as is typically found in most TCEs) requiring SBCTA (in addition to all of the foregoing) to also take any and all other actions reasonably necessary to minimize disruption to business activities at the Property.
6. While the proposed TCE states that SBCTA will remove all construction equipment, materials, temporary improvements and construction-related debris from the TCE Area upon the end of the term of the TCE, the Notice is devoid of any requirement that the land of the TCE Area be ***returned in the same condition*** as it existed prior to any use of

Clerk of the Board of Directors
SBCTA Board of Directors
August 21, 2023
Page 4

the TCE, and hence the TCE runs afoul of Code of Civil Procedure Section 1240.030(b) (project must be planned in a manner with the least private injury).

7. Similarly, with respect to the replacement of the driveways (which SEI understands SBCTA will complete at SBCTA's cost and expense),² there is nothing that requires SBCTA to ensure the quality of the replacement material is as good as the existing material, and that the grades of the new driveways will not be not greater than the grades of the existing driveways. If cheaper material is used to replace the driveways (which surfaces incur a lot of use), it can often result in very quick degradation of the driveways, and a grade that is too steep can cause damage to customers' vehicles.

SEI also requests that this letter be made part of the official record of the hearing.

Respectfully,

Douglas Gravelle

Douglas Gravelle

cc: SEI
Alyson Suh, Esq., Woodruff & Smart (counsel for SBCTA)

² To the extent SEI is mistaken and either of the two driveways will not be replaced with driveways that are at least as wide as the existing driveways, then SEI objects to the Notice as failing to describe the property interests sought (*i.e.*, in such a case, the Notice should have also referred to the proposed *relinquishment of access rights* as a property interest sought and/or to be taken).

RESOLUTION OF NECESSITY NO. 24-001
TABBAA MARDINI REAL ESTATE
INVESTMENTS LLC PROPERTY
(APN 0162-203-14)

Attachment: Tabbaa - final RON (9878 : I-10 Mount Vernon Avenue Interchange Project RONs Hearing)

RESOLUTION NO. 24-001

A RESOLUTION OF THE SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY FINDING AND DETERMINING THAT THE PUBLIC INTEREST AND NECESSITY REQUIRE THE ACQUISITION BY EMINENT DOMAIN OF INTERESTS IN CERTAIN REAL PROPERTY FOR PUBLIC USE AND AUTHORIZING AND DIRECTING CONDEMNATION OF PORTIONS OF ASSESSOR PARCEL NO. 0162-203-14.

WHEREAS, the San Bernardino County Transportation Authority ("SBCTA") is undertaking the Interstate 10 Mount Vernon Avenue Improvements Project (the "Project"); and

WHEREAS, the Project is intended to improve circulation during high demand hours and improve bicycle and pedestrian mobility along Mount Vernon Avenue between East Valley Boulevard to the north and the I-10 eastbound ramps/Mount Vernon Avenue intersection to the south; and

WHEREAS, the Project requires the acquisition of property or property interests from public and private parties; and

WHEREAS, the Project will be a transportation improvement project serving the public interest; and

WHEREAS, California Public Utilities Code section 130809 subdivision (b) authorizes SBCTA to exercise the power of eminent domain to acquire said property or property interests for public use by condemnation; and

WHEREAS, portions of the real property located at 791 E. Valley Boulevard, in the City of Colton, California (the "Subject Property") are required for the Project. The specific portions of the Subject Property required for the Project are a partial fee acquisition as legally described and depicted in Exhibit "1" hereto and a temporary construction easement as legally described and depicted in Exhibit "2" hereto (collectively, the "Property Interests"); and

WHEREAS, reasonable vehicular and pedestrian access to and from the Subject Property will be maintained at all times; and

WHEREAS, SBCTA communicated an offer of compensation to the owner or owners of record for the acquisition of the Property Interests; and

Attachment: Tabbaa - final RON (9878 : I-10 Mount Vernon Avenue Interchange Project RONs Hearing)

WHEREAS, in accordance with section 1245.235 of the California Code of Civil Procedure, SBCTA mailed a Notice of Hearing on the Intent of SBCTA to Adopt a Resolution of Necessity for acquisition by eminent domain of the Property Interests. The Notice of Hearing was mailed to the listed address of all persons whose names appear on the last equalized county assessment roll as the owner or owners of the Subject Property; and

WHEREAS, SBCTA provided written notice to the City of Colton as required by subsection (c) of California Public Utilities Code section 130220.5; and

WHEREAS, the Project, including all amendments thereto, together with the staff reports, environmental documents and all other evidence presented to SBCTA's Board of Directors at the times the Project and the amendments thereto were adopted, are incorporated herein by this reference and made a part hereof as though fully set forth herein; and

WHEREAS, pursuant to section 1245.235 of the California Code of Civil Procedure, SBCTA scheduled a hearing for September 6, 2023 at 10:00 a.m. at Santa Fe Depot—SBCTA Lobby 1st Floor, 1170 W. 3rd Street, San Bernardino, California and gave to each person whose property is to be acquired by eminent domain and whose name and address appears on the last equalized county assessment roll notice and a reasonable opportunity to appear at said hearing and to be heard on the matters referred to in section 1240.030 of the California Code of Civil Procedure; and

WHEREAS, said hearing has been held by SBCTA's Board of Directors and each person whose property is to be acquired by eminent domain was afforded an opportunity to be heard on those matters specified in SBCTA's notice of intention to conduct a hearing on whether or not to adopt a Resolution of Necessity and referred to in section 1240.030 of the California Code of Civil Procedure; and

WHEREAS, SBCTA may adopt a Resolution of Necessity pursuant to section 1240.040 of the California Code of Civil Procedure.

NOW, THEREFORE, BE IT RESOLVED, by at least a two-thirds vote of SBCTA's Board of Directors under California Code of Civil Procedure sections 1240.030 and 1245.230, SBCTA does hereby find and determine as follows:

Section 1. Incorporation of Findings and Recitals. The above findings and recitals are true and correct and are incorporated herein in full by this reference.

Section 2. Compliance with California Code of Civil Procedure. There has been compliance by SBCTA with the requirements of section 1245.235 of the California Code of Civil Procedure regarding notice and hearing.

Section 3. Public Use. The public use for which the Property Interests are to be acquired is for the construction and future maintenance of the Project, a public transportation improvement, as more fully described hereinabove. California Public Utilities Code section 130809 subdivision (b)(4) authorizes SBCTA to acquire by eminent domain property and interests in property necessary for such purpose and for all uses incidental or convenient thereto.

Section 4. Necessity.

(a) The proposed Project is necessary to improve circulation during high demand hours and improve bicycle and pedestrian mobility along Mount Vernon Avenue between East Valley Boulevard to the north and the I-10 eastbound ramps/Mount Vernon Avenue intersection to the south.

(b) The public interest and necessity require the acquisition by eminent domain proceedings of the Property Interests.

Section 5. Description of the Property Interests. The Property Interests sought to be acquired are more particularly described and depicted in Exhibits "1" and "2" attached hereto and incorporated herein by reference.

Section 6. Findings. SBCTA hereby finds, determines and declares each of the following:

- (a) The public interest and necessity require the proposed Project;
- (b) The proposed Project is planned or located in the manner that will be most compatible with the greatest public good and least private injury;
- (c) The Property Interests sought to be acquired are necessary for the proposed Project; and
- (d) The offer required by section 7267.2 of the California Government Code has been made to the owner or owners of record.

Section 7. Existing Public Use(s). Pursuant to sections 1240.510 and 1240.610 of the California Code of Civil Procedure, to the extent that any of the Property Interests, or any portion thereof, are already devoted to a public use, the use proposed by this Project is a more necessary public use than the use to which the Property Interests, or any portion thereof, are already devoted, or, in the alternative, is a compatible public use which will not unreasonably interfere with or impair the continuance of the public use to which the Property Interests, or any portion thereof, are already devoted.

Section 8. Acquisition of Substitute Property. To the extent the Property Interests, or any portions thereof, are currently devoted to or held for some public use, SBCTA intends to acquire substitute property pursuant to California Code of Civil Procedure sections 1240.320 and/or 1240.330. The requirements of said Code sections have been satisfied and the acquisition of said substitute property is necessary for the purposes specified in said Code sections and for the Project. The substitute property may be conveyed by SBCTA to the owner(s) of the necessary property.

Section 9. Authority to Exercise Eminent Domain. SBCTA is hereby authorized and empowered to acquire the Property Interests, including the improvements thereon, if any, by eminent domain for the proposed Project.

Section 10. Further Activities. SBCTA's legal counsel ("Counsel") is hereby authorized and empowered to acquire the Property Interests in the name of and on behalf of SBCTA by eminent domain, and is authorized to institute and prosecute such legal proceedings as may be required in connection therewith. Counsel is further authorized to take such steps as may be permitted and required by law, and to make such security deposits as may be required by law and/or order of court, to permit SBCTA to take possession of the Property Interests at the earliest possible time. Counsel is further authorized to reduce the extent of the interests or property to be acquired where the reduction can be accomplished without substantially impairing the construction and operation of the Project for which the Property Interests being acquired.

Section 11. Effective Date. This Resolution of Necessity shall take effect upon adoption.

PASSED, APPROVED, and ADOPTED by the San Bernardino County Transportation Authority on September 6, 2023 by the following votes:

AYES:

NOES:

ABSENT:

Dawn M. Rowe, Board President
San Bernardino County Transportation Authority

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

EXHIBIT "1"

EXHIBIT "A"
LEGAL DESCRIPTION
APN 0162-203-14

FEE ACQUISITION

THAT PORTION OF LOTS 21 THROUGH 25, INCLUSIVE, OF BLOCK 102, MAP OF THE TOWN OF COLTON, IN THE CITY OF COLTON, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 9 OF MAPS, PAGE 37, RECORDS OF SAID COUNTY, AS DESCRIBED IN PARCEL 5 OF THAT GRANT DEED RECORDED JANUARY 24, 2018 AS DOCUMENT NO. 2018-0024756, IN THE OFFICIAL RECORDS OF THE COUNTY RECORDER OF SAID COUNTY, SAID PORTION IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF VALLEY BOULEVARD (FORMERLY KNOWN AS I STREET) AND MT. VERNON AVENUE AS SHOWN ON STATE OF CALIFORNIA DIVISION OF HIGHWAYS (CALTRANS) RIGHT OF WAY MAP NO. 73303-01, ON FILE IN THE OFFICE OF CALTRANS DISTRICT 8 RIGHT OF WAY MAPS, THENCE NORTHWESTERLY ALONG THE CENTERLINE OF SAID VALLEY BOULEVARD, NORTH 80°30'28" WEST, 96.10 FEET;

THENCE DEPARTING SAID CENTERLINE OF VALLEY BOULEVARD, NORTH 9°29'32" EAST, 60.00 FEET TO A POINT OF INTERSECTION WITH THE NORTHERLY RIGHT OF WAY OF VALLEY BOULEVARD (WIDTH VARIES) AND THE **TRUE POINT OF BEGINNING**, SAID POINT BEING ALSO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 112.00 FEET, TO WHICH A RADIAL LINE BEARS SOUTH 6°19'17" EAST;

THENCE LEAVING SAID NORTHWESTERLY RIGHT OF WAY AND NORTHEASTERLY ALONG SAID CURVE THROUGH AN ANGLE OF 14°03'17", AN ARC DISTANCE OF 27.47 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 32.00 FEET, TO WHICH A RADIAL LINE BEARS SOUTH 20°22'34" EAST;

THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH AN ANGLE OF 38°47'31", AN ARC DISTANCE OF 21.67 FEET TO THE WESTERLY RIGHT OF WAY OF SAID MT. VERNON AVENUE (HAVING A 41.25 FOOT WESTERLY HALF-WIDTH);

THENCE SOUTHERLY ALONG SAID WESTERLY RIGHT OF WAY, SOUTH 0°23'15" EAST, 27.15 FEET TO THE NORTHERLY RIGHT OF WAY OF SAID VALLEY BOULEVARD;

THENCE NORTHWESTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY, NORTH 80°30'28" WEST, 43.78 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 415 SQUARE FEET, MORE OR LESS.

Attachment: Tabbaa - final RON (9878 : I-10 Mount Vernon Avenue Interchange Project RONs Hearing)

AS SHOWN ON EXHIBIT "B", ATTACHED HERETO AND BY THIS REFERENCE MADE A PART
HEREOF.

THE BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE BASED ON THE
CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 5, 2007.00 EPOCH. DISTANCES HEREIN ARE
GRID DISTANCES. TO OBTAIN GROUND LEVEL DISTANCES, DIVIDE BY 0.99995188.

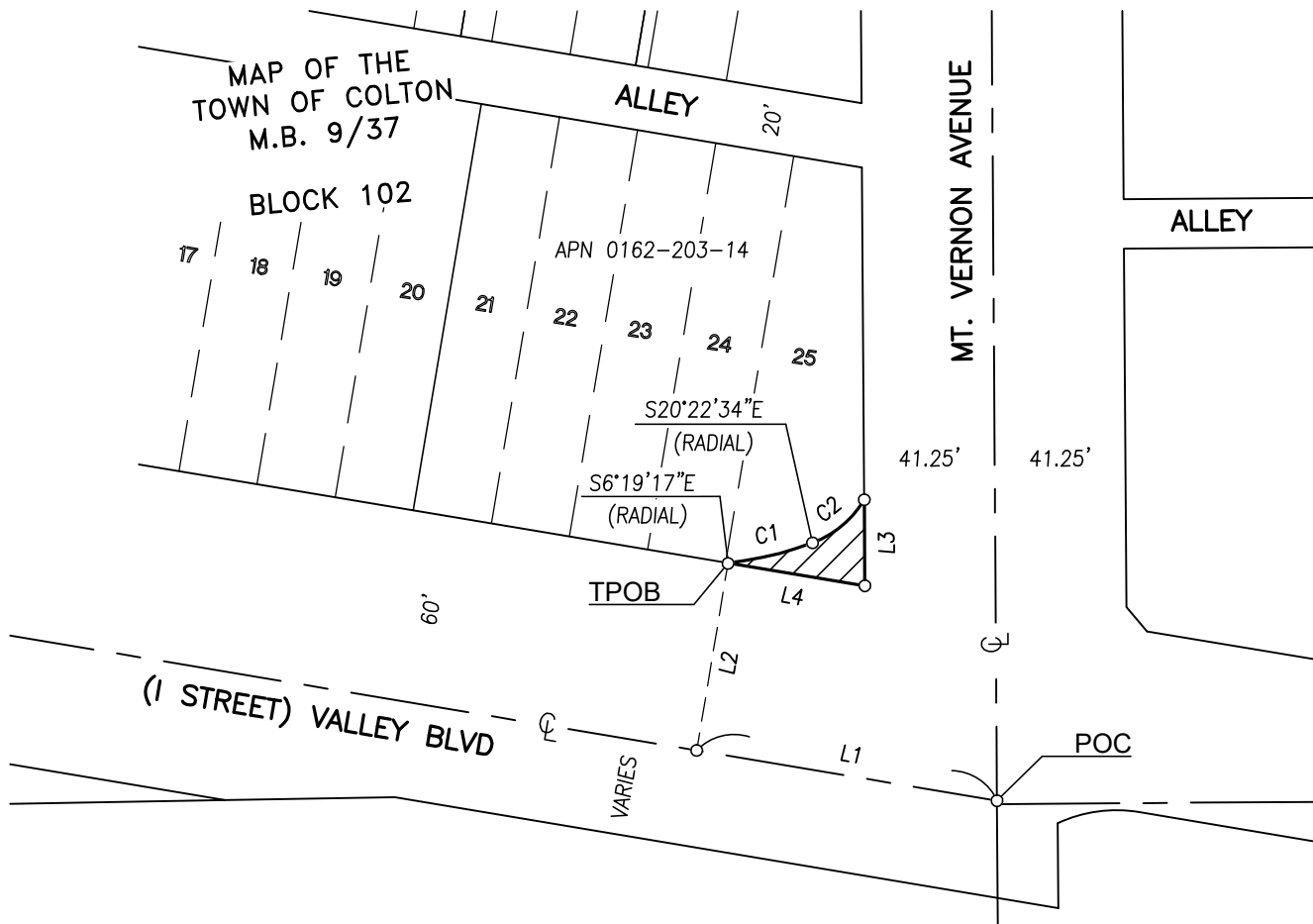
THIS DESCRIPTION AND THE ACCOMPANYING EXHIBITS WERE PREPARED BY ME OR UNDER MY
DIRECTION IN ACCORDANCE WITH THE PROFESSIONAL LAND SURVEYOR'S ACT.



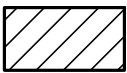
3/24/2023

Maria Hall, PLS 9300





INTERSTATE 10
WESTBOUND ON RAMP



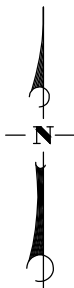
FEE AREA = 415 SQ FT



PREPARED BY ME OR
UNDER MY DIRECTION

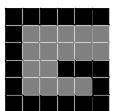
Maria Hall

3/24/2023



SCALE: 1" = 60'

LINE AND CURVE TABLE			
NO.	BEARING OR DELTA	LENGTH	RADIUS
C1	14°03'17"	27.47'	112.00'
C2	38°47'31"	21.67'	32.00'
L1	N80°30'28"W	96.10'	
L2	N9°29'32"E	60.00'	
L3	S0°23'15"E	27.15'	
L4	N80°30'28"W	43.78'	



GUIDA SURVEYING INC.
9241 IRVINE BOULEVARD, SUITE 100
IRVINE, CALIFORNIA 92618
TOLL FREE 1.855.90GUIDA
WWW.GUIDAINC.COM

Guida Project No. 0618-00010 Mt Vernon Exhibits.dwg

SHEET 1 OF 1 SHEETS

EXHIBIT "B"

EXHIBIT "2"

**TEMPORARY CONSTRUCTION EASEMENT
ATTACHMENT TO LEGAL DESCRIPTION
Assessor Parcel No. 0162-203-14**

This temporary construction easement shall be in, on, upon, over, under, and across that certain real property described in Exhibit "A" and depicted in Exhibit "B" attached hereto, subject to the rights and limitations set forth herein ("TCE"). The TCE shall be used by the San Bernardino County Transportation Authority and its employees, agents, representatives, contractors, successors, and assigns (collectively, "SBCTA") in connection with the construction of the Interstate 10 Mount Vernon Avenue Improvements Project. The TCE shall be for a period of thirty-nine (39) months, a portion of which shall be exclusive and a portion of which shall be non-exclusive. Specifically, the actual physical construction activities within the TCE shall be limited to a period of six (6) consecutive months within the thirty-nine (39) month TCE period (the "Construction Period"). During the Construction Period, SBCTA's use and occupancy of the TCE will be exclusive, subject to the Rights and Limitations of Use and Occupancy set forth below. SBCTA's use and occupancy of the TCE during the remaining thirty-three (33) months of the TCE period will be non-exclusive.

Rights and Limitations of Use and Occupancy of TCE:

- Reasonable pedestrian and vehicular access to the remainder property will be maintained at all times.
- During the Construction Period, SBCTA may place a temporary fence around the TCE area.
- SBCTA and its contractor(s) shall access the TCE from the public right of way.
- Except as to those improvements identified below as being protected in place or replaced in kind, improvements within the TCE area will be removed as needed by SBCTA to allow for construction activities and shall be included in the compensation paid by SBCTA for this TCE.
- The following improvements will be protected in place:
 - Overhead fueling station canopy.
- The following improvements will be replaced in kind:
 - Asphalt paving.
- Prior to the termination of the TCE, SBCTA will remove from the TCE area all construction equipment and materials including, without limitation, any temporary fence, any temporary improvements, and all construction-related debris.

SBCTA expressly reserves the right to convey, transfer, or assign the TCE subject to the same rights and limitations described herein.

EXHIBIT "A"
LEGAL DESCRIPTION
APN 0162-203-14

TEMPORARY CONSTRUCTION EASEMENT

THAT PORTION OF LOTS 21 THROUGH 25, INCLUSIVE, OF BLOCK 102, MAP OF THE TOWN OF COLTON, IN THE CITY OF COLTON, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 9 OF MAPS, PAGE 37, RECORDS OF SAID COUNTY, AS DESCRIBED IN PARCEL 5 OF THAT GRANT DEED RECORDED JANUARY 24, 2018 AS DOCUMENT NO. 2018-0024756, IN THE OFFICIAL RECORDS OF THE COUNTY RECORDER OF SAID COUNTY, SAID PORTION IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF VALLEY BOULEVARD (FORMERLY KNOWN AS I STREET) AND MT. VERNON AVENUE AS SHOWN ON STATE OF CALIFORNIA DIVISION OF HIGHWAYS (CALTRANS) RIGHT OF WAY MAP NO. 73303-01, ON FILE IN THE OFFICE OF CALTRANS DISTRICT 8 RIGHT OF WAY MAPS, THENCE NORTHWESTERLY ALONG THE CENTERLINE OF SAID VALLEY BOULEVARD, NORTH 80°30'28" WEST, 96.10 FEET;

THENCE DEPARTING SAID CENTERLINE OF VALLEY BOULEVARD, NORTH 9°29'32" EAST, 60.00 FEET TO A POINT OF INTERSECTION WITH THE NORTHERLY RIGHT OF WAY OF VALLEY BOULEVARD (WIDTH VARIES) AND THE **TRUE POINT OF BEGINNING**, SAID POINT BEING ALSO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 112.00 FEET, TO WHICH A RADIAL LINE BEARS SOUTH 6°19'17" EAST;

THENCE LEAVING SAID NORTHWESTERLY RIGHT OF WAY AND NORTHEASTERLY ALONG SAID CURVE THROUGH AN ANGLE OF 14°03'17", AN ARC DISTANCE OF 27.47 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 32.00 FEET, TO WHICH A RADIAL LINE BEARS SOUTH 20°22'34" EAST;

THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH AN ANGLE OF 38°47'31", AN ARC DISTANCE OF 21.67 FEET TO THE WESTERLY RIGHT OF WAY OF SAID MT. VERNON AVENUE (HAVING A 41.25 FOOT WESTERLY HALF-WIDTH);

THENCE NORTHERLY ALONG SAID WESTERLY RIGHT OF WAY, NORTH 0°23'15" WEST, 104.85 FEET TO THE NORTHERLY LINE OF SAID LOT 25;

THENCE WESTERLY ALONG SAID NORTHERLY LINE, NORTH 80°30'35" WEST, 12.08 FEET;

THENCE LEAVING SAID NORTHERLY LINE, SOUTH 0°20'14" EAST, 82.36 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 30.00 FEET;

Attachment: Tabbaa - final RON (9878 : I-10 Mount Vernon Avenue Interchange Project RONs Hearing)

THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH AN ANGLE OF $99^{\circ}49'21''$, AN ARC DISTANCE OF 52.27 FEET;

THENCE NORTH $80^{\circ}30'53''$ WEST, 94.28 FEET TO THE WESTERLY LINE OF SAID LOT 21;

THENCE ALONG SAID WESTERLY LINE, SOUTH $9^{\circ}30'44''$ WEST, 13.75 FEET TO SAID NORTHERLY RIGHT OF WAY OF VALLEY BOULEVARD;

THENCE ALONG SAID NORTHERLY RIGHT OF WAY, SOUTH $80^{\circ}30'28''$ EAST, 100.72 FEET TO THE **TRUE POINT OF BEGINNING.**

CONTAINING 3,253 SQUARE FEET, MORE OR LESS.

AS SHOWN ON EXHIBIT "B", ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

THE BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 5, 2007.00 EPOCH. DISTANCES HEREIN ARE GRID DISTANCES. TO OBTAIN GROUND LEVEL DISTANCES, DIVIDE BY 0.99995188.

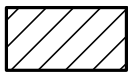
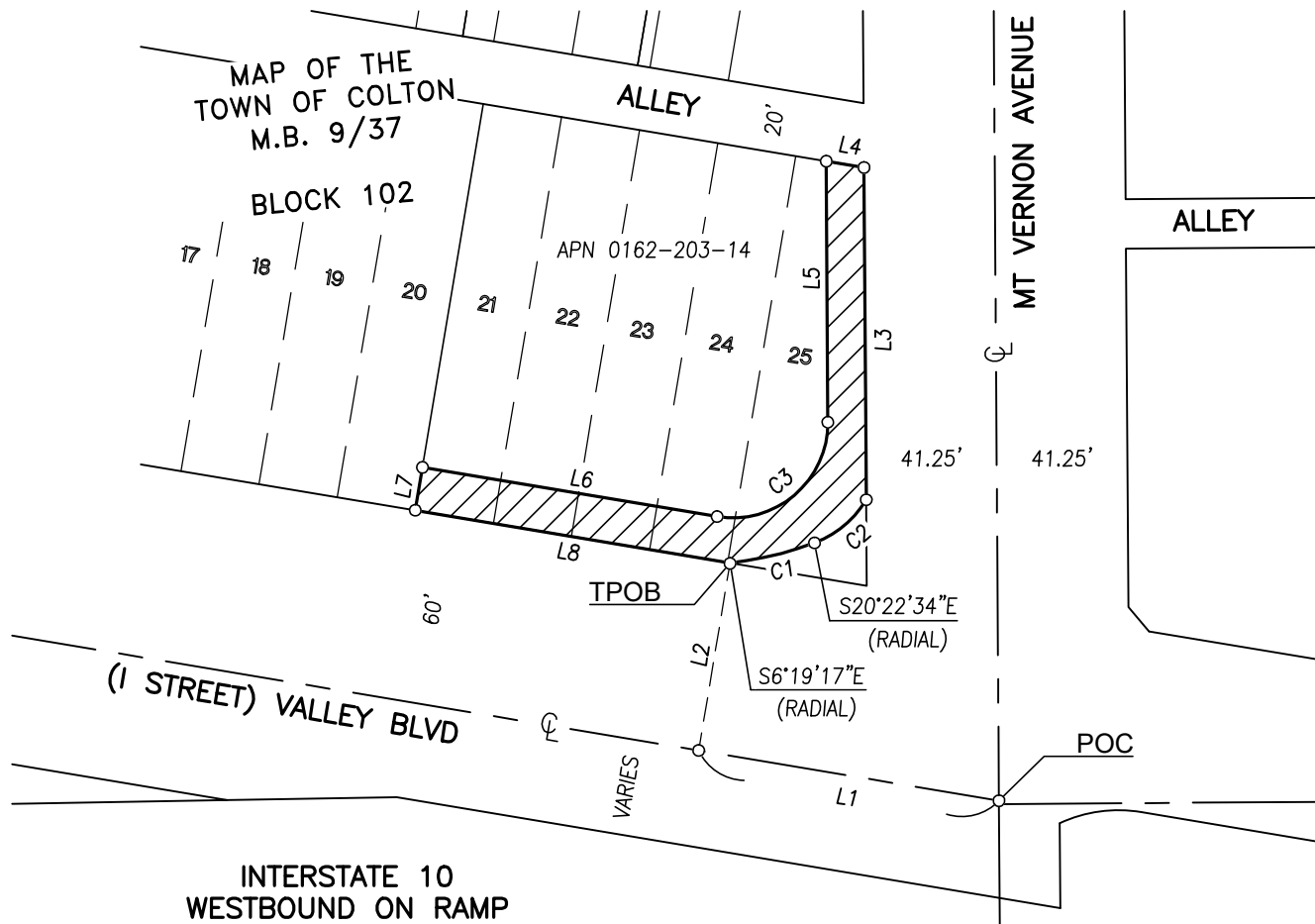
THIS DESCRIPTION AND THE ACCOMPANYING EXHIBITS WERE PREPARED BY ME OR UNDER MY DIRECTION IN ACCORDANCE WITH THE PROFESSIONAL LAND SURVEYOR'S ACT.

Maria Hall

3/24/2023

Maria Hall, PLS 9300





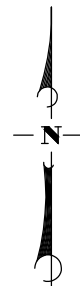
TCE AREA = 3253 SQ FT



PREPARED BY ME OR
UNDER MY DIRECTION

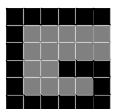
Maria Hall

3/24/2023



SCALE: 1" = 60'

LINE AND CURVE TABLE			
NO.	BEARING OR DELTA	LENGTH	RADIUS
C1	14°03'17"	27.47'	112.00'
C2	38°47'31"	21.67'	32.00'
C3	99°49'21"	52.27'	30.00'
L1	N80°30'28"W	96.10'	
L2	N09°29'32"E	60.00'	
L3	N00°23'15"W	104.85'	
L4	N80°30'35"W	12.08'	
L5	S0°20'14"E	82.36'	
L6	N80°30'53"W	94.28'	
L7	S9°30'44"W	13.75'	
L8	S80°30'28"E	100.72'	



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Guida Project No. 0618-00010 Mt Vernon Exhibits.dwg

SHEET 1 OF 1 SHEETS

EXHIBIT "B"

RESOLUTION OF NECESSITY NO. 24-002
LAN TO TRINH PROPERTY
(APNs 0164-172-30, 31, 32 and 33)

Attachment: Trinh - final RON (9878 : I-10 Mount Vernon Avenue Interchange Project RONs Hearing)

RESOLUTION NO. 24-002

A RESOLUTION OF THE SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY FINDING AND DETERMINING THAT THE PUBLIC INTEREST AND NECESSITY REQUIRE THE ACQUISITION BY EMINENT DOMAIN OF INTERESTS IN CERTAIN REAL PROPERTY FOR PUBLIC USE AND AUTHORIZING AND DIRECTING CONDEMNATION OF PORTIONS OF ASSESSOR PARCEL NOS. 0164-172-30, 0164-172-31, 0164-172-32 and 0164-172-33.

WHEREAS, the San Bernardino County Transportation Authority ("SBCTA") is undertaking the Interstate 10 Mount Vernon Avenue Improvements Project (the "Project"); and

WHEREAS, the Project is intended to improve circulation during high demand hours and improve bicycle and pedestrian mobility along Mount Vernon Avenue between East Valley Boulevard to the north and the I-10 eastbound ramps/Mount Vernon Avenue intersection to the south; and

WHEREAS, the Project requires the acquisition of property or property interests from public and private parties; and

WHEREAS, the Project will be a transportation improvement project serving the public interest; and

WHEREAS, California Public Utilities Code section 130809 subdivision (b) authorizes SBCTA to exercise the power of eminent domain to acquire said property or property interests for public use by condemnation; and

WHEREAS, portions of the real property located at 835, 839 and 847 E. Valley Boulevard, in the City of Colton, California (the "Subject Property") are required for the Project. The specific portions of the Subject Property required for the Project are a partial fee acquisition as legally described and depicted in Exhibit "1" hereto and a temporary construction easement as legally described and depicted in Exhibit "2" hereto (collectively, the "Property Interests"); and

WHEREAS, reasonable vehicular and pedestrian access to and from the Subject Property will be maintained at all times; and

WHEREAS, SBCTA communicated an offer of compensation to the owner or owners of record for the acquisition of the Property Interests; and

Attachment: Trinh - final RON (9878 : I-10 Mount Vernon Avenue Interchange Project RONs Hearing)

WHEREAS, in accordance with section 1245.235 of the California Code of Civil Procedure, SBCTA mailed a Notice of Hearing on the Intent of SBCTA to Adopt a Resolution of Necessity for acquisition by eminent domain of the Property Interests. The Notice of Hearing was mailed to the listed address of all persons whose names appear on the last equalized county assessment roll as the owner or owners of the Subject Property; and

WHEREAS, SBCTA provided written notice to the City of Colton as required by subsection (c) of California Public Utilities Code section 130220.5; and

WHEREAS, the Project, including all amendments thereto, together with the staff reports, environmental documents and all other evidence presented to SBCTA's Board of Directors at the times the Project and the amendments thereto were adopted, are incorporated herein by this reference and made a part hereof as though fully set forth herein; and

WHEREAS, pursuant to section 1245.235 of the California Code of Civil Procedure, SBCTA scheduled a hearing for September 6, 2023 at 10:00 a.m. at Santa Fe Depot—SBCTA Lobby 1st Floor, 1170 W. 3rd Street, San Bernardino, California and gave to each person whose property is to be acquired by eminent domain and whose name and address appears on the last equalized county assessment roll notice and a reasonable opportunity to appear at said hearing and to be heard on the matters referred to in section 1240.030 of the California Code of Civil Procedure; and

WHEREAS, said hearing has been held by SBCTA's Board of Directors and each person whose property is to be acquired by eminent domain was afforded an opportunity to be heard on those matters specified in SBCTA's notice of intention to conduct a hearing on whether or not to adopt a Resolution of Necessity and referred to in section 1240.030 of the California Code of Civil Procedure; and

WHEREAS, SBCTA may adopt a Resolution of Necessity pursuant to section 1240.040 of the California Code of Civil Procedure.

NOW, THEREFORE, BE IT RESOLVED, by at least a two-thirds vote of SBCTA's Board of Directors under California Code of Civil Procedure sections 1240.030 and 1245.230, SBCTA does hereby find and determine as follows:

Section 1. Incorporation of Findings and Recitals. The above findings and recitals are true and correct and are incorporated herein in full by this reference.

Section 2. Compliance with California Code of Civil Procedure. There has been compliance by SBCTA with the requirements of section 1245.235 of the California Code of Civil Procedure regarding notice and hearing.

Section 3. Public Use. The public use for which the Property Interests are to be acquired is for the construction and future maintenance of the Project, a public transportation improvement, as more fully described hereinabove. California Public Utilities Code section 130809 subdivision (b)(4) authorizes SBCTA to acquire by eminent domain property and interests in property necessary for such purpose and for all uses incidental or convenient thereto.

Section 4. Necessity.

(a) The proposed Project is necessary to improve circulation during high demand hours and improve bicycle and pedestrian mobility along Mount Vernon Avenue between East Valley Boulevard to the north and the I-10 eastbound ramps/Mount Vernon Avenue intersection to the south.

(b) The public interest and necessity require the acquisition by eminent domain proceedings of the Property Interests.

Section 5. Description of the Property Interests. The Property Interests sought to be acquired are more particularly described and depicted in Exhibits "1" and "2" attached hereto and incorporated herein by reference.

Section 6. Findings. SBCTA hereby finds, determines and declares each of the following:

- (a) The public interest and necessity require the proposed Project;
- (b) The proposed Project is planned or located in the manner that will be most compatible with the greatest public good and least private injury;
- (c) The Property Interests sought to be acquired are necessary for the proposed Project; and
- (d) The offer required by section 7267.2 of the California Government Code has been made to the owner or owners of record.

Section 7. Existing Public Use(s). Pursuant to sections 1240.510 and 1240.610 of the California Code of Civil Procedure, to the extent that any of the Property Interests, or any portion thereof, are already devoted to a public use, the use proposed by this Project is a more necessary public use than the use to which the Property Interests, or any portion thereof, are already devoted, or, in the alternative, is a compatible public use which will not unreasonably interfere with or impair the continuance of the public use to which the Property Interests, or any portion thereof, are already devoted.

Section 8. Acquisition of Substitute Property. To the extent the Property Interests, or any portions thereof, are currently devoted to or held for some public use, SBCTA intends to acquire substitute property pursuant to California Code of Civil Procedure sections 1240.320 and/or 1240.330. The requirements of said Code sections have been satisfied and the acquisition of said substitute property is necessary for the purposes specified in said Code sections and for the Project. The substitute property may be conveyed by SBCTA to the owner(s) of the necessary property.

Section 9. Authority to Exercise Eminent Domain. SBCTA is hereby authorized and empowered to acquire the Property Interests, including the improvements thereon, if any, by eminent domain for the proposed Project.

Section 10. Further Activities. SBCTA's legal counsel ("Counsel") is hereby authorized and empowered to acquire the Property Interests in the name of and on behalf of SBCTA by eminent domain, and is authorized to institute and prosecute such legal proceedings as may be required in connection therewith. Counsel is further authorized to take such steps as may be permitted and required by law, and to make such security deposits as may be required by law and/or order of court, to permit SBCTA to take possession of the Property Interests at the earliest possible time. Counsel is further authorized to reduce the extent of the interests or property to be acquired where the reduction can be accomplished without substantially impairing the construction and operation of the Project for which the Property Interests being acquired.

Section 11. Effective Date. This Resolution of Necessity shall take effect upon adoption.

PASSED, APPROVED, and ADOPTED by the San Bernardino County Transportation Authority on September 6, 2023 by the following votes:

AYES:

NOES:

ABSENT:

Dawn M. Rowe, Board President
San Bernardino County Transportation Authority

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

EXHIBIT "1"

EXHIBIT "A"
LEGAL DESCRIPTION
APN 0164-172-33

FEE ACQUISITION

THAT PORTION OF LOT 7, MAP OF THE DAN JOHNSTON SUBDIVISION, IN THE CITY OF COLTON, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 17 OF MAPS, PAGE 31, RECORDS OF SAID COUNTY, SAID PORTION IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 7, THENCE EASTERLY ALONG THE SOUTH LINE OF SAID LOT, NORTH 89°35'30" EAST, 41.54 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE DEPARTING SAID SOUTH LINE, NORTH 00°00'00" EAST, 4.25 FEET;

THENCE NORTH 90°00'00" EAST, 7.50 FEET;

THENCE SOUTH 00°00'00" EAST, 4.19 FEET TO SAID SOUTH LINE;

THENCE WESTERLY ALONG SAID SOUTH LINE, SOUTH 89°35'30" WEST, 7.50 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 32 SQUARE FEET, MORE OR LESS.

AS SHOWN ON EXHIBIT "B", ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

THE BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 5, 2007.00 EPOCH. DISTANCES HEREIN ARE GRID DISTANCES. TO OBTAIN GROUND LEVEL DISTANCES, DIVIDE BY 0.99995188.

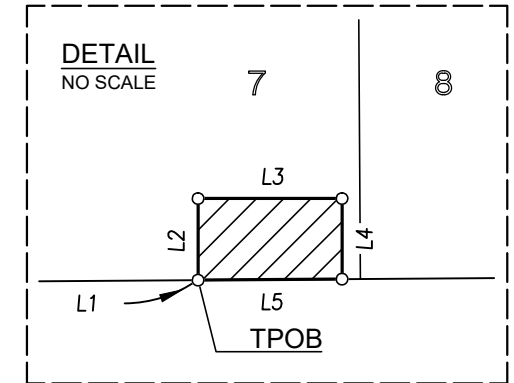
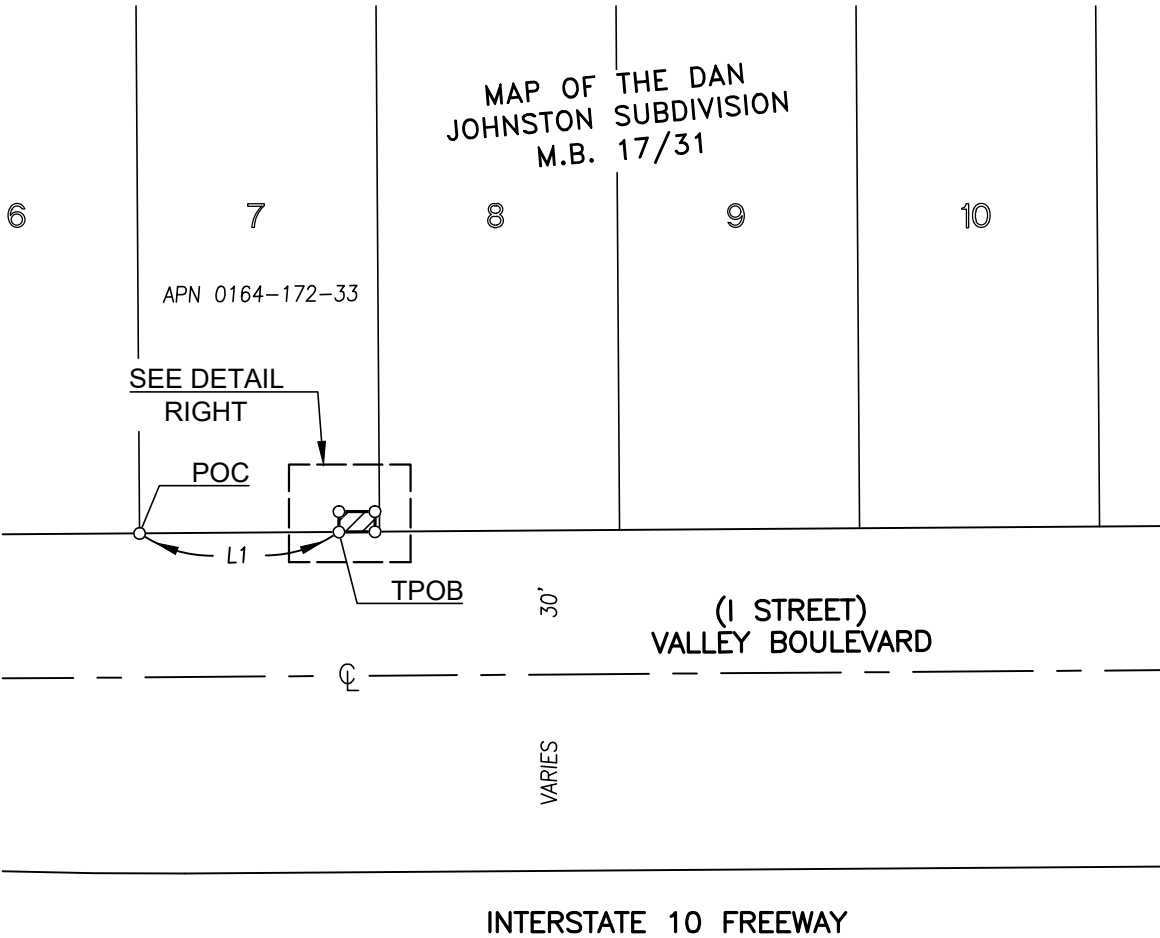
THIS DESCRIPTION AND THE ACCOMPANYING EXHIBITS WERE PREPARED BY ME OR UNDER MY DIRECTION IN ACCORDANCE WITH THE PROFESSIONAL LAND SURVEYOR'S ACT.

Maria Hall

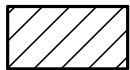
3/24/2023

Maria Hall, PLS 9300

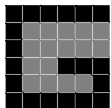




LINE TABLE		
NO.	BEARING	DISTANCE
L1	N89°35'30"E	41.54'
L2	N0°00'00"E	4.25'
L3	N90°00'00"E	7.50'
L4	S0°00'00"E	4.19'
L5	S89°35'30"W	7.50'



FEE AREA = 32 SQ FT



GUIDA SURVEYING INC.

9241 IRVINE BOULEVARD, SUITE 100
IRVINE, CALIFORNIA 92618
TOLL FREE 1.855.90GUIDA
WWW.GUIDAINC.COM

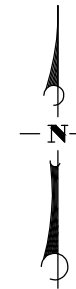
Guida Project No. 0618-00010 Mt Vernon Exhibits.dwg



PREPARED BY ME OR
UNDER MY DIRECTION

Maria A. Hall

3/24/2023



SCALE: 1" = 40'

SHEET 1 OF 1 SHEETS
EXHIBIT "B"

Attachment: Trinh - final RON (9878 : I-10 Mount Vernon Avenue Interchange Project RONs Hearing)

EXHIBIT "2"

**TEMPORARY CONSTRUCTION EASEMENT
ATTACHMENT TO LEGAL DESCRIPTION
Assessor Parcel Nos. 0164-172-30, 31, 32 & 33**

This temporary construction easement shall be in, on, upon, over, under, and across that certain real property described in Exhibit "A" and depicted in Exhibit "B" attached hereto, subject to the rights and limitations set forth herein ("TCE"). The TCE shall be used by the San Bernardino County Transportation Authority and its employees, agents, representatives, contractors, successors, and assigns (collectively, "SBCTA") in connection with the construction of the Interstate 10 Mount Vernon Avenue Improvements Project. The TCE shall be for a period of thirty-nine (39) months, a portion of which shall be exclusive and a portion of which shall be non-exclusive. Specifically, the actual physical construction activities within the TCE shall be limited to a period of four (4) consecutive months within the thirty-nine (39) month TCE period (the "Construction Period"). During the Construction Period, SBCTA's use and occupancy of the TCE will be exclusive, subject to the Rights and Limitations of Use and Occupancy set forth below. SBCTA's use and occupancy of the TCE during the remaining thirty-five (35) months of the TCE period will be non-exclusive.

Rights and Limitations of Use and Occupancy of TCE:

- Reasonable pedestrian and vehicular access to the remainder property will be maintained at all times.
- During the Construction Period, SBCTA may place a temporary fence around the TCE area.
- SBCTA and its contractor(s) shall access the TCE from the public right of way.
- Prior to the termination of the TCE, SBCTA will remove from the TCE area all construction equipment and materials including, without limitation, any temporary fence, any temporary improvements, and all construction-related debris.

SBCTA expressly reserves the right to convey, transfer, or assign the TCE subject to the same rights and limitations described herein.

EXHIBIT "A"
LEGAL DESCRIPTION
APN 0164-172-30, 31, 32, AND 33

TEMPORARY CONSTRUCTION EASEMENT

THAT PORTION OF LOTS 7 THROUGH 10, INCLUSIVE, MAP OF THE DAN JOHNSTON SUBDIVISION, IN THE CITY OF COLTON, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 17 OF MAPS, PAGE 31, RECORDS OF SAID COUNTY, SAID PORTION IS DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 7, THENCE EASTERLY ALONG THE SOUTH LINE OF SAID LOT, NORTH 89°35'30" EAST, 41.54 FEET

THENCE DEPARTING SAID SOUTH LINE, NORTH 00°00'00" EAST, 4.25 FEET;

THENCE NORTH 90°00'00" EAST, 7.50 FEET;

THENCE SOUTH 00°00'00" EAST, 4.19 FEET TO SAID SOUTH LINE OF LOT 7;

THENCE EASTERLY ALONG THE SOUTH LINES OF SAID LOTS 7 THROUGH 10, NORTH 89°35'30" EAST, 150.95 FEET TO THE SOUTHEAST CORNER OF SAID LOT 10;

THENCE NORTHERLY ALONG THE EAST LINE OF SAID LOT 10, NORTH 0°23'42" WEST, 3.09 FEET;

THENCE LEAVING SAID EAST LINE, SOUTH 89°59'31" WEST, 50.00 FEET;

THENCE NORTH 87°45'38" WEST, 38.51 FEET;

THENCE SOUTH 89°25'57" WEST, 60.44 FEET;

THENCE NORTH 00°00'00" WEST, 1.13 FEET;

THENCE NORTH 90°00'00" WEST, 11.50 FEET;

THENCE SOUTH 00°00'00" EAST, 1.26 FEET;

THENCE SOUTH 89°11'01" WEST, 34.96 FEET;

THENCE NORTH 67°19'19" WEST, 5.01 FEET TO A POINT ON THE WEST LINE OF SAID LOT 7, SAID POINT LYING 6.72 FEET NORTHERLY FROM SAID **POINT OF BEGINNING**;

THENCE ALONG SAID WEST LINE, SOUTH 0°22'46" EAST, 6.72 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 877 SQUARE FEET, MORE OR LESS.

AS SHOWN ON EXHIBIT "B", ATTACHED HERETO AND BY THIS REFERENCE MADE A PART
HEREOF.

THE BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE BASED ON THE
CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 5, 2007.00 EPOCH. DISTANCES HEREIN ARE
GRID DISTANCES. TO OBTAIN GROUND LEVEL DISTANCES, DIVIDE BY 0.99995188.

THIS DESCRIPTION AND THE ACCOMPANYING EXHIBITS WERE PREPARED BY ME OR UNDER MY
DIRECTION IN ACCORDANCE WITH THE PROFESSIONAL LAND SURVEYOR'S ACT.

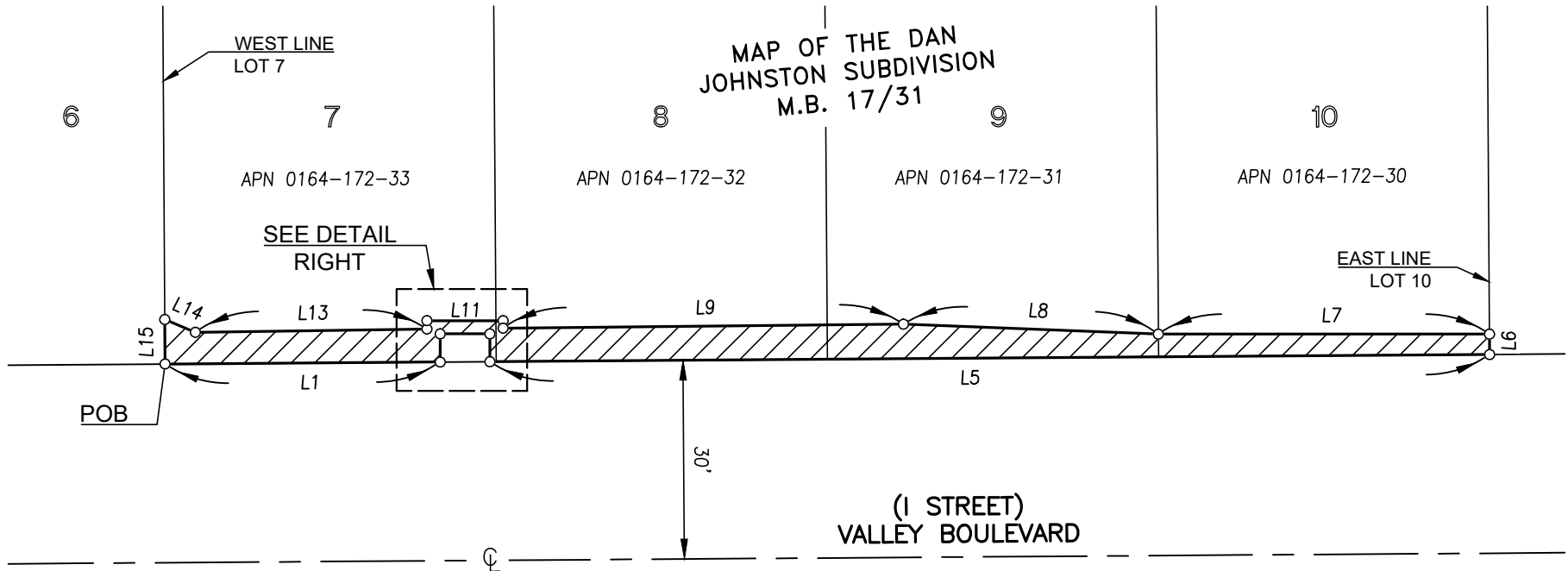
Maria Hall

3/24/2023

Maria Hall, PLS 9300



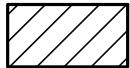
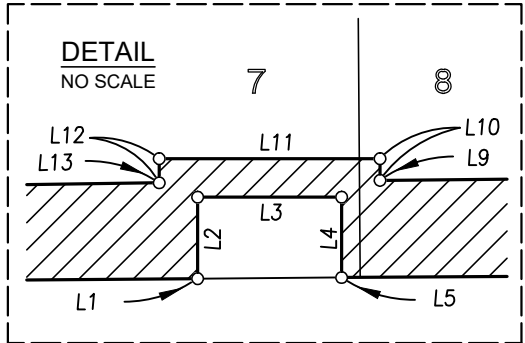
Attachment: Trinh - final RON (9878 : I-10 Mount Vernon Avenue Interchange Project RONs Hearing)



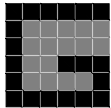
LINE TABLE		
NO.	BEARING	DISTANCE
L1	N89°35'30"E	41.54'
L2	N0°00'00"E	4.25'
L3	N90°00'00"E	7.50'
L4	S0°00'00"E	4.19'
L5	N89°35'30"E	150.95'

NO.	BEARING	DISTANCE
L6	N0°23'42"W	3.09'
L7	S89°59'31"W	50.00'
L8	N87°45'38"W	38.51'
L9	S89°25'57"W	60.44'
L10	N0°00'00"W	1.13'

NO.	BEARING	DISTANCE
L11	N90°00'00"W	11.50'
L12	S0°00'00"E	1.26'
L13	S89°11'01"W	34.96'
L14	N67°19'19"W	5.01'
L15	S0°22'46"E	6.72'



TCE AREA = 877 SQ FT



GUIDA SURVEYING INC.
9241 IRVINE BOULEVARD, SUITE 100
IRVINE, CALIFORNIA 92618
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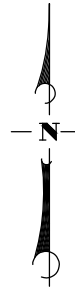
Guida Project No. 0618-00010 Mt Vernon Exhibits.dwg



PREPARED BY ME OR
UNDER MY DIRECTION

Maria A. Hall

3/24/2023



SCALE: 1" = 25'

SHEET 1 OF 1 SHEETS
EXHIBIT "B"

RESOLUTION OF NECESSITY NO. 24-003
SONG, SUE CHIN LIVING TRUST
PROPERTY
(APN 0164-172-53)

Attachment: Song - final RON (9878 : I-10 Mount Vernon Avenue Interchange Project RONs Hearing)

RESOLUTION NO. 24-003

A RESOLUTION OF THE SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY FINDING AND DETERMINING THAT THE PUBLIC INTEREST AND NECESSITY REQUIRE THE ACQUISITION BY EMINENT DOMAIN OF INTERESTS IN CERTAIN REAL PROPERTY FOR PUBLIC USE AND AUTHORIZING AND DIRECTING CONDEMNATION OF PORTIONS OF ASSESSOR PARCEL NO. 0164-172-53.

WHEREAS, the San Bernardino County Transportation Authority ("SBCTA") is undertaking the Interstate 10 Mount Vernon Avenue Improvements Project (the "Project"); and

WHEREAS, the Project is intended to improve circulation during high demand hours and improve bicycle and pedestrian mobility along Mount Vernon Avenue between East Valley Boulevard to the north and the I-10 eastbound ramps/Mount Vernon Avenue intersection to the south; and

WHEREAS, the Project requires the acquisition of property or property interests from public and private parties; and

WHEREAS, the Project will be a transportation improvement project serving the public interest; and

WHEREAS, California Public Utilities Code section 130809 subdivision (b) authorizes SBCTA to exercise the power of eminent domain to acquire said property or property interests for public use by condemnation; and

WHEREAS, portions of the real property located at 202 N. Mount Vernon Avenue, in the City of Colton, California (the "Subject Property") are required for the Project. The specific portions of the Subject Property required for the Project are a partial fee acquisition as legally described and depicted in Exhibit "1" hereto and a temporary construction easement as legally described and depicted in Exhibit "2" hereto (collectively, the "Property Interests"); and

WHEREAS, reasonable vehicular and pedestrian access to and from the Subject Property will be maintained at all times; and

WHEREAS, SBCTA communicated an offer of compensation to the owner or owners of record for the acquisition of the Property Interests; and

WHEREAS, in accordance with section 1245.235 of the California Code of Civil Procedure, SBCTA mailed a Notice of Hearing on the Intent of SBCTA to Adopt a Resolution of Necessity for acquisition by eminent domain of the Property Interests. The Notice of Hearing was mailed to the listed address of all persons whose names appear on the last equalized county assessment roll as the owner or owners of the Subject Property; and

WHEREAS, SBCTA provided written notice to the City of Colton as required by subsection (c) of California Public Utilities Code section 130220.5; and

WHEREAS, the Project, including all amendments thereto, together with the staff reports, environmental documents and all other evidence presented to SBCTA's Board of Directors at the times the Project and the amendments thereto were adopted, are incorporated herein by this reference and made a part hereof as though fully set forth herein; and

WHEREAS, pursuant to section 1245.235 of the California Code of Civil Procedure, SBCTA scheduled a hearing for September 6, 2023 at 10:00 a.m. at Santa Fe Depot—SBCTA Lobby 1st Floor, 1170 W. 3rd Street, San Bernardino, California and gave to each person whose property is to be acquired by eminent domain and whose name and address appears on the last equalized county assessment roll notice and a reasonable opportunity to appear at said hearing and to be heard on the matters referred to in section 1240.030 of the California Code of Civil Procedure; and

WHEREAS, said hearing has been held by SBCTA's Board of Directors and each person whose property is to be acquired by eminent domain was afforded an opportunity to be heard on those matters specified in SBCTA's notice of intention to conduct a hearing on whether or not to adopt a Resolution of Necessity and referred to in section 1240.030 of the California Code of Civil Procedure; and

WHEREAS, SBCTA may adopt a Resolution of Necessity pursuant to section 1240.040 of the California Code of Civil Procedure.

NOW, THEREFORE, BE IT RESOLVED, by at least a two-thirds vote of SBCTA's Board of Directors under California Code of Civil Procedure sections 1240.030 and 1245.230, SBCTA does hereby find and determine as follows:

Section 1. Incorporation of Findings and Recitals. The above findings and recitals are true and correct and are incorporated herein in full by this reference.

Section 2. Compliance with California Code of Civil Procedure. There has been compliance by SBCTA with the requirements of section 1245.235 of the California Code of Civil Procedure regarding notice and hearing.

Section 3. Public Use. The public use for which the Property Interests are to be acquired is for the construction and future maintenance of the Project, a public transportation improvement, as more fully described hereinabove. California Public Utilities Code section 130809 subdivision (b)(4) authorizes SBCTA to acquire by eminent domain property and interests in property necessary for such purpose and for all uses incidental or convenient thereto.

Section 4. Necessity.

(a) The proposed Project is necessary to improve circulation during high demand hours and improve bicycle and pedestrian mobility along Mount Vernon Avenue between East Valley Boulevard to the north and the I-10 eastbound ramps/Mount Vernon Avenue intersection to the south.

(b) The public interest and necessity require the acquisition by eminent domain proceedings of the Property Interests.

Section 5. Description of the Property Interests. The Property Interests sought to be acquired are more particularly described and depicted in Exhibits "1" and "2" attached hereto and incorporated herein by reference.

Section 6. Findings. SBCTA hereby finds, determines and declares each of the following:

- (a) The public interest and necessity require the proposed Project;
- (b) The proposed Project is planned or located in the manner that will be most compatible with the greatest public good and least private injury;
- (c) The Property Interests sought to be acquired are necessary for the proposed Project; and
- (d) The offer required by section 7267.2 of the California Government Code has been made to the owner or owners of record.

Section 7. Existing Public Use(s). Pursuant to sections 1240.510 and 1240.610 of the California Code of Civil Procedure, to the extent that any of the Property Interests, or any portion thereof, are already devoted to a public use, the use proposed by this Project is a more necessary public use than the use to which the Property Interests, or any portion thereof, are already devoted, or, in the alternative, is a compatible public use which will not unreasonably interfere with or impair the continuance of the public use to which the Property Interests, or any portion thereof, are already devoted.

Section 8. Acquisition of Substitute Property. To the extent the Property Interests, or any portions thereof, are currently devoted to or held for some public use, SBCTA intends to acquire substitute property pursuant to California Code of Civil Procedure sections 1240.320 and/or 1240.330. The requirements of said Code sections have been satisfied and the acquisition of said substitute property is necessary for the purposes specified in said Code sections and for the Project. The substitute property may be conveyed by SBCTA to the owner(s) of the necessary property.

Section 9. Authority to Exercise Eminent Domain. SBCTA is hereby authorized and empowered to acquire the Property Interests, including the improvements thereon, if any, by eminent domain for the proposed Project.

Section 10. Further Activities. SBCTA's legal counsel ("Counsel") is hereby authorized and empowered to acquire the Property Interests in the name of and on behalf of SBCTA by eminent domain, and is authorized to institute and prosecute such legal proceedings as may be required in connection therewith. Counsel is further authorized to take such steps as may be permitted and required by law, and to make such security deposits as may be required by law and/or order of court, to permit SBCTA to take possession of the Property Interests at the earliest possible time. Counsel is further authorized to reduce the extent of the interests or property to be acquired where the reduction can be accomplished without substantially impairing the construction and operation of the Project for which the Property Interests being acquired.

Section 11. Effective Date. This Resolution of Necessity shall take effect upon adoption.

PASSED, APPROVED, and ADOPTED by the San Bernardino County Transportation Authority on September 6, 2023 by the following votes:

AYES:

NOES:

ABSENT:

Dawn M. Rowe, Board President
San Bernardino County Transportation Authority

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

EXHIBIT "1"

EXHIBIT "A"
LEGAL DESCRIPTION
APN 0164-172-53

FEE ACQUISITION

THAT PORTION OF PARCEL 1 OF PARCEL MAP 14709, IN THE CITY OF COLTON, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT FILED IN BOOK 182 OF PARCEL MAPS, PAGES 3 AND 4, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SAID PORTION LYING SOUTHERLY, SOUTHWESTERLY AND WESTERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE SOUTHEAST CORNER OF SAID PARCEL 1, THENCE ALONG THE SOUTH LINE OF SAID PARCEL 1, SOUTH 89°35'30" WEST, 40.02 FEET TO THE **TRUE POINT OF BEGINNING**, SAID POINT BEING ALSO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHERLY AND HAVING A RADIUS OF 2,421.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 1°40'27" WEST;

THENCE DEPARTING SAID SOUTH LINE AND CONTINUING WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 4°41'58", AN ARC DISTANCE OF 198.57 FEET TO THE BEGINNING OF A COMPOUND CURVE, CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 50.00 FEET, TO WHICH A RADIAL LINE BEARS SOUTH 6°22'25" WEST;

THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 73°52'00", AN ARC DISTANCE OF 64.46 FEET;

THENCE NON-TANGENT TO LAST SAID CURVE, NORTH 22°48'17" WEST, 17.45 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE EASTERLY AND HAVING A RADIUS OF 607.00 FEET, TO WHICH A RADIAL LINE BEARS SOUTH 77°49'39" WEST;

THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 6°52'20", AN ARC DISTANCE OF 72.81 FEET TO THE NORTH LINE OF SAID PARCEL 1 AND THE **POINT OF TERMINUS**.

CONTAINING 2,070 SQUARE FEET, MORE OR LESS.

AS SHOWN ON EXHIBIT "B", ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

THE BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 5, 2007.00 EPOCH. DISTANCES HEREIN ARE GRID DISTANCES. TO OBTAIN GROUND LEVEL DISTANCES, DIVIDE BY 0.99995188.

Attachment: Song - final RON (9878 : I-10 Mount Vernon Avenue Interchange Project RONs Hearing)

THIS DESCRIPTION AND THE ACCOMPANYING EXHIBITS WERE PREPARED BY ME OR UNDER MY DIRECTION IN ACCORDANCE WITH THE PROFESSIONAL LAND SURVEYOR'S ACT.

Maria Hall

3/24/2023

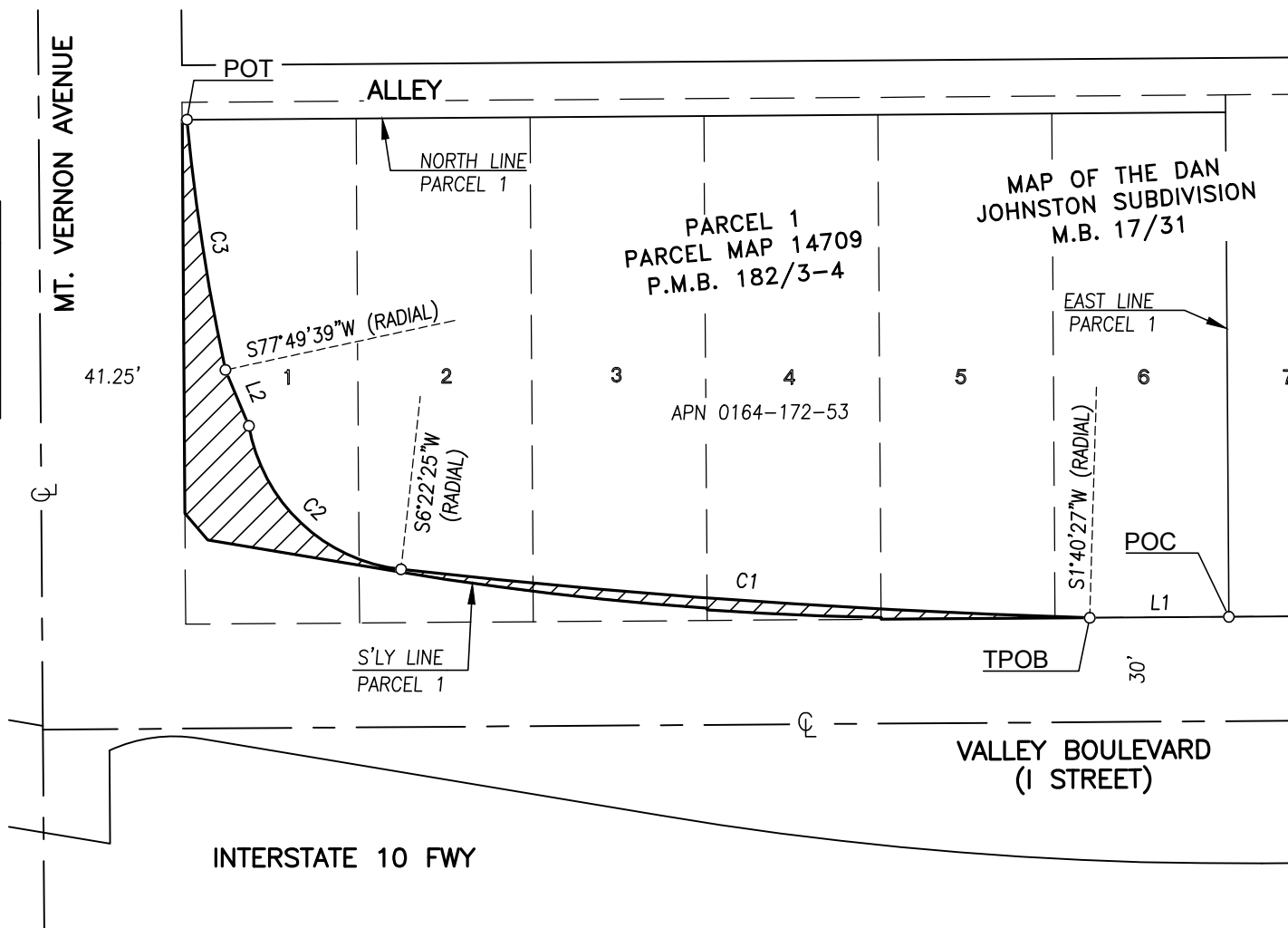
Maria Hall, PLS 9300



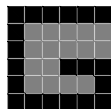
Attachment: Song - final RON (9878 : I-10 Mount Vernon Avenue Interchange Project RONs Hearing)

LINE TABLE		
NO.	BEARING	DISTANCE
L1	S89°35'30"W	40.02'
L2	N22°48'17"W	17.45'

CURVE TABLE			
NO.	DELTA	RADIUS	LENGTH
C1	4°41'58"	2421.00'	198.57'
C2	73°52'00"	50.00'	64.46'
C3	6°52'20"	607.00'	72.81'



SCALE: 1" = 50'

**GUIDA SURVEYING INC.**

9241 IRVINE BOULEVARD, SUITE 100
IRVINE, CALIFORNIA 92618
TOLL FREE 1.855.90GUIDA
WWW.GUIDAINC.COM

Guida Project No. 0618-00010 Mt Vernon Exhibits.dwg



PREPARED BY ME OR
UNDER MY DIRECTION

Maria Hall

3/24/2023



FEE AREA = 2,070 SQ FT

SHEET 1 OF 1 SHEETS

EXHIBIT "B"

EXHIBIT "2"

**TEMPORARY CONSTRUCTION EASEMENT
ATTACHMENT TO LEGAL DESCRIPTION
Assessor Parcel No. 0164-172-53**

This temporary construction easement shall be in, on, upon, over, under, and across that certain real property described in Exhibit "A" and depicted in Exhibit "B" attached hereto, subject to the rights and limitations set forth herein ("TCE"). The TCE shall be used by the San Bernardino County Transportation Authority and its employees, agents, representatives, contractors, successors, and assigns (collectively, "SBCTA") in connection with the construction of the Interstate 10 Mount Vernon Avenue Improvements Project. The TCE shall be for a period of thirty-nine (39) months, a portion of which shall be exclusive and a portion of which shall be non-exclusive. Specifically, the actual physical construction activities within the TCE shall be limited to a period of six (6) consecutive months within the thirty-nine (39) month TCE period (the "Construction Period"). During the Construction Period, SBCTA's use and occupancy of the TCE will be exclusive, subject to the Rights and Limitations of Use and Occupancy set forth below. SBCTA's use and occupancy of the TCE during the remaining thirty-three (33) months of the TCE period will be non-exclusive.

Rights and Limitations of Use and Occupancy of TCE:

- Reasonable pedestrian and vehicular access to the remainder property will be maintained at all times.
- During the Construction Period, SBCTA may place a temporary fence around the TCE area.
- SBCTA and its contractor(s) shall access the TCE from the public right of way.
- Except as to those improvements identified below as being replaced in kind, improvements within the TCE area will be removed as needed by SBCTA to allow for construction activities and shall be included in the compensation paid by SBCTA for this TCE.
- The following improvements will be replaced in kind:
 - Paving.
- Prior to the termination of the TCE, SBCTA will remove from the TCE area all construction equipment and materials including, without limitation, any temporary fence, any temporary improvements, and all construction-related debris.

SBCTA expressly reserves the right to convey, transfer, or assign the TCE subject to the same rights and limitations described herein.

EXHIBIT "A"
LEGAL DESCRIPTION
APN 0164-172-53

TEMPORARY CONSTRUCTION EASEMENT

THAT PORTION OF PARCEL 1 OF PARCEL MAP 14709, IN THE CITY OF COLTON, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 182 OF PARCEL MAPS, PAGES 3 AND 4, RECORDS OF SAID COUNTY, SAID PORTION IS DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID PARCEL 1, THENCE ALONG THE SOUTH LINE OF SAID PARCEL, SOUTH 89°35'30" WEST, 40.02 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHERLY AND HAVING A RADIUS OF 2,421.00 FEET, TO WHICH A RADIAL LINE BEARS SOUTH 1°40'27" WEST;

THENCE DEPARTING SAID SOUTH LINE AND CONTINUING WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 4°41'58", AN ARC DISTANCE OF 198.57 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 50.00 FEET, TO WHICH A RADIAL LINE BEARS SOUTH 6°22'25" WEST;

THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 73°52'00", AN ARC DISTANCE OF 64.46 FEET;

THENCE NON-TANGENT TO LAST SAID CURVE, NORTH 22°48'17" WEST, 17.45 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE EASTERLY AND HAVING A RADIUS OF 607.00 FEET, TO WHICH A RADIAL LINE BEARS SOUTH 77°49'39" WEST;

THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 6°52'20", AN ARC DISTANCE OF 72.81 FEET TO THE NORTH LINE OF SAID PARCEL 1;

THENCE EASTERLY ALONG SAID NORTH LINE, NORTH 89°35'30" EAST, 11.82 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE EASTERLY AND HAVING A RADIUS OF 1,016.17 FEET, TO WHICH A RADIAL LINE BEARS SOUTH 84°40'31" WEST;

THENCE DEPARTING SAID NORTH LINE, SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 4°18'49", AN ARC DISTANCE OF 76.50 FEET;

THENCE SOUTH 42°39'44" EAST, 50.06 FEET;

THENCE SOUTH 84°36'23" EAST, 161.51 FEET;

THENCE NORTH 50°23'37" EAST, 8.49 FEET;

THENCE SOUTH 84°36'23" EAST, 56.40 FEET;

THENCE SOUTH 67°19'19" EAST, 22.07 FEET TO A POINT ON THE EAST LINE OF SAID PARCEL 1,
SAID POINT LYING DISTANT THEREON 6.72 FEET NORTHERLY FROM SAID **POINT OF BEGINNING**;

THENCE SOUTHERLY ALONG SAID EAST LINE, SOUTH 00°22'46" EAST, 6.72 FEET TO THE **POINT
OF BEGINNING**.

CONTAINING 5,657 SQUARE FEET, MORE OR LESS.

AS SHOWN ON EXHIBIT "B", ATTACHED HERETO AND BY THIS REFERENCE MADE A PART
HEREOF.

THE BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE BASED ON THE
CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 5, 2007.00 EPOCH. DISTANCES HEREIN ARE
GRID DISTANCES. TO OBTAIN GROUND LEVEL DISTANCES, DIVIDE BY 0.99995188.

THIS DESCRIPTION AND THE ACCOMPANYING EXHIBITS WERE PREPARED BY ME OR UNDER MY
DIRECTION IN ACCORDANCE WITH THE PROFESSIONAL LAND SURVEYOR'S ACT.



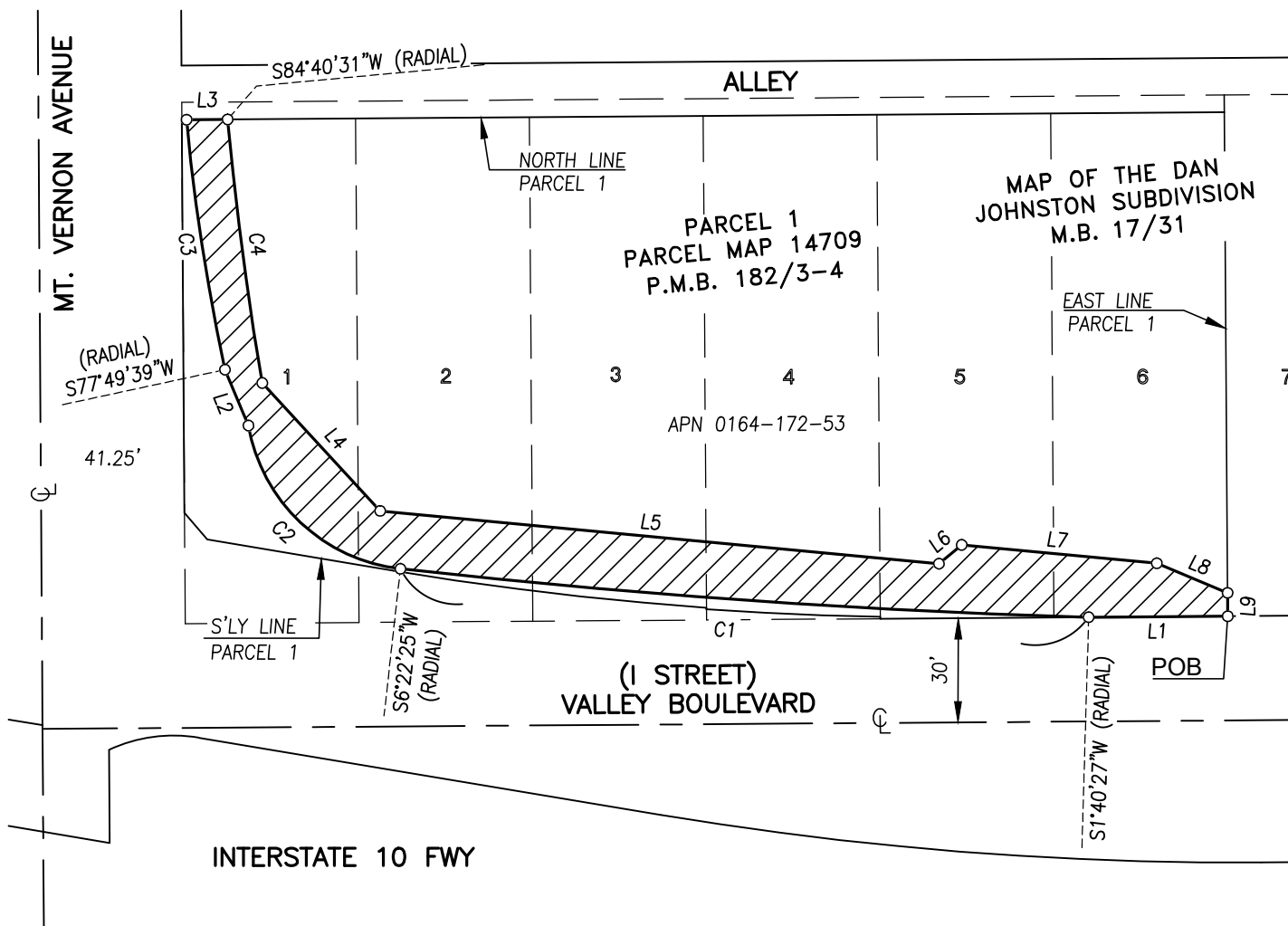
3/24/2023

Maria Hall, PLS 9300



LINE TABLE		
NO.	BEARING	DISTANCE
L1	S89°35'30"W	40.02'
L2	N22°48'17"W	17.45'
L3	N89°35'30"E	11.82'
L4	S42°39'44"E	50.06'
L5	S84°36'23"E	161.51'
L6	N50°23'37"E	8.49'
L7	S84°36'23"E	56.40'
L8	S67°19'19"E	22.07'
L9	S0°22'46"E	6.72'

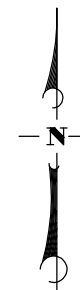
CURVE TABLE			
NO.	DELTA	RADIUS	LENGTH
C1	4°41'58"	2421.00'	198.57'
C2	73°52'00"	50.00'	64.46'
C3	6°52'20"	607.00'	72.81'
C4	4°18'49"	1016.17'	76.50'



PREPARED BY ME OR
UNDER MY DIRECTION

Maria A. Hall

3/24/2023

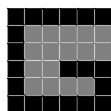


SCALE: 1" = 50'



TCE AREA = 5,657 SQ FT

SHEET 1 OF 1 SHEETS
EXHIBIT "B"



GUIDA SURVEYING INC.

9241 IRVINE BOULEVARD, SUITE 100
IRVINE, CALIFORNIA 92618
TOLL FREE 1.855.90GUIDA
WWW.GUIDAINC.COM

Guida Project No. 0618-00010 Mt Vernon Exhibits.dwg

Minute Action

AGENDA ITEM: 38

Date: September 6, 2023

Subject:

Reduce existing commercial paper program to \$25 million and amend and extend required documents

Recommendation:

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

A. Adopt Resolution No. 24-005, which will authorize the following:

- i. Approve Amended and Restated Subordinate Indenture in substantially the form presented, and authorize the Executive Director and Chief Financial Officer (each referred to as the Authorized Officer) to make any necessary changes thereto and to execute and deliver said document;
- ii. Approve the Amended and Restated Issuing and Paying Agent Agreement, Contract No. 20-1002269, with U.S. Bank National Association, and its terms and conditions, increasing the contract amount by \$35,000 for a total not-to-exceed amount of \$66,000, and extending the contract by two years through September 6, 2025, and authorize the Authorized Officer to execute and deliver said Amended and Restated Issuing and Paying Agreement in substantially the form presented;
- iii. Approve Amendment No. 1 to Reimbursement Agreement, Contract No. 19-1002086, with Barclays Bank PLC, and its terms and conditions, in substantially the form presented, to extend the term for two years to September 11, 2025, and the associated Amended and Restated Fee Agreement, Contract No. 20-1002256, and authorize the Authorized Officer to execute and deliver said amendments. The amendments to the Reimbursement Agreement and Fee Agreement will effectuate the extension of the Direct Pay Letter of Credit through September 11, 2025, and reduce the amount of authorized commercial paper to a principal amount of \$25,000,000, which will be supported by a Direct Pay Letter of Credit issued by Barclays pursuant to the Reimbursement Agreement, in accordance with San Bernardino County Transportation Authority Debt Management Policy No. 20300;
- iv. Approve Amendment No. 1 to the Dealer Agreement, Contract No. 19-1002122, with BofA Securities, Inc., and its terms and conditions, to reduce the maximum aggregate principal amount authorized to be outstanding under the Subordinate Indenture, as amended and restated, at any one time to \$25,000,000, and authorize the Authorized Officer to execute and deliver said amendment in substantially the form presented;
- v. Approve the proposed form of the Offering Memorandum and authorize the Authorized Officer to execute and deliver to the Dealer an Offering Memorandum in substantially the form presented, with such changes as the Authorizing Officer deems necessary, and further authorizes the Authorized Officer to supplement, amend, revise, update and/or restate the Offering Memorandum from time to time as the Authorizing Officer deems necessary or advisable, and authorize the Dealer to distribute said copies of said Offering Memorandum to persons who may be interested in purchasing the Notes and direct the Dealer to deliver the Offering Memorandum to all actual purchasers of the Notes; and

Entity: San Bernardino County Transportation Authority

vi. Authorize the Authorized Officer to give any approvals, consents, directions, notices, orders, requests or other actions, and to take such other actions and execute such documents as the Authorized Officer deems necessary or desirable to further the purposes of the Resolution.

B. Authorize the Executive Director or his designee, with the approval of General Counsel as to legal form, to finalize and execute other amended agreements necessary to effectuate the two-year extension of the Direct Pay Letter of Credit, including but not limited to a Series A Commercial Paper Notes.

C. Approve a \$20,000 increase to Contract No. 20-1002281, with Moody's Investors Service, for a total not-to-exceed amount of \$127,500, for rating surveillance services.

D. Approve a \$20,000 increase to Contract No. 20-1002295, with Standard & Poor's, for a total not-to-exceed amount of \$86,000, for rating surveillance services.

E. Approve a budget amendment in the amount of \$27,219,179 for Task No. 0900 to record transfer of proceeds from issuance of Commercial Paper.

Background:

San Bernardino County Transportation Authority (SBCTA) solicited Request for Proposals (RFP) No. 19-1002006 for Bank Credit Services from financial institutions to secure financing of major construction projects in 2019. The banking institution provides a letter of credit (LOC) to SBCTA. The original LOC was sized for a Commercial Paper program in the amount of \$100,000,000, which will be reduced to \$25,000,000 with this amendment. The implementation of a Commercial Paper program is authorized per Debt Management Policy No. 20300. The short-term funding is for a large construction project, North First Avenue Bridge in the City of Barstow, for which federal reimbursement is expected to be delayed. Additional potential need for cash flow is the Interchange Program for the Interstate 10 (I-10) Mount Vernon Avenue Interchange and I-10 Cedar Avenue Interchange Projects. Management's approach to issuing debt is conservative and will utilize inter-fund borrowing when possible to minimize interest and financing costs.

Resolution No. 19-163 authorized the issuance and sale of commercial paper notes (Notes) in an amount not-to-exceed \$100,000,000, in addition to execution and delivery of required documents such as a subordinate indenture; an issuing and paying agent agreement; a credit agreement, which consists of a reimbursement agreement and a fee agreement, together construed as one agreement; dealer agreements; and an offering memorandum. No Notes are currently outstanding. SBCTA staff and financing team recommend extending the existing LOC by two years and reducing the principal covered by the LOC to \$25,000,000. The LOC secures the payment of principal and interest on the Notes which are authorized to be issued pursuant to the Subordinate Indenture with U.S. Bank National Association. Repayment of draws on the LOC are secured pursuant to the Subordinate Indenture by a subordinate pledge of sales tax revenues. In order to effectuate the two-year extension and downsizing of the authorized Notes, a variety of amendments and supplements will be required to the existing previously negotiated documents supporting the Commercial Paper program, including but not limited to adopting Resolution No. 24-005 and approving and executing Amended and Restated Subordinate Indenture, First Amendment to Commercial Paper Dealer Agreement, Series A Commercial Paper Notes, First Amendment to Reimbursement Agreement, Amended and Restated Fee Agreement and Offering Memorandum for the Series A Commercial Paper Notes. As the program is being downsized to

\$25,000,000, SBCTA will no longer need two Dealers to market the Notes; only BofA Securities, Inc., will serve as the Dealer moving forward. Additionally, the Offering Memorandum for the Notes requires supplementation to reflect updated information about SBCTA, the Notes, Barclays, and the LOC.

The financing costs for the line of credit will be paid from federal and local funding sources. The financing cost includes the cost to the line of credit, which is approximately \$115,000 annually, and interest cost at prevailing interest rates. The size of the line of credit is estimated at \$27,219,179, including interest costs of \$2,219,179 (calculated at 270 days based on a year of 365 days at a maximum rate of 12%). In addition, legal fees not to exceed \$10,000, which are necessary to draft the reimbursement and fee agreements on behalf of the bank, are included as other costs in the reimbursement agreement. The interest costs of commercial paper notes and bank fees for the North First Avenue Bridge Project (anticipated to require approximately \$25 million) will be split, with 88.53% coming from the Federal Highway Bridge Program (HBP) and 11.47% from the City of Barstow or Measure I Major Local Highway Program funds. Legal and financing costs will be paid from City of Barstow or Measure I Local Highway Program funds.

Staff recommends approval of Resolution No. 24-005 and, concurrently, the following:

- Authorization for the Authorized Officer to execute and deliver the Amended and Restated Subordinate Indenture;
- Two-year contract extension of the Issuing and Paying Agent Agreement, Contract No. 20-1002269, with U.S. Bank National Association, for a not-to-exceed amount of \$35,000, to perform services as issuing and paying agent for the commercial paper notes;
- Two-year extension of Credit Agreement with Barclays Bank PLC, consisting of Fee Agreement, Contract No. 20-1002256, for the issuance of the letter of credit, in the amount of \$27,219,179 (which reflects an increase in fees from 39 basis points to 42 basis points due to market conditions and extended closing time) and Reimbursement Agreement, Contract No. 19-1002086, for authorized issuance of commercial paper of \$25 million, \$2,219,179 for estimated interest, and not to exceed \$10,000 for bank legal fees;
- Two-year contract extension of Dealer Agreement with BofA Securities, Inc., Contract No. 19-1002122, to perform services as dealer, for a not-to-exceed amount of \$100,000;
- Approval of the Offering Memorandum and authorization of the Authorized Officer to supplement, amend, revise, update, restate and deliver said Memorandum and any subsequent supplement, amendment, etc.;
- Authorize the Executive Director, with the approval of General Counsel as to legal form, to finalize and to execute other amended agreements necessary to effectuate the two-year extension of the Direct Pay Letter of Credit, including but not limited to Series A Commercial Paper Notes; and
- Authorize the taking of all other actions necessary in connection therewith.

Agreement No. 20-1002281 with Moody's Investors Services, Inc., is in association with the issuance of the commercial paper, since the rating firm also issued ratings for the 2012 and 2014 Sales Tax Revenue bonds. This Agreement, originally executed on September 5, 2019, included funding for issuance of an initial rating totaling \$27,700. The authorized amount was increased on March 31, 2020, to \$41,550 for the annual rating update fee. The recommended contract

San Bernardino County Transportation Authority

Board of Directors Agenda Item

September 6, 2023

Page 4

amount increase will cover the fees through the end of maturity of the commercial paper. On November 3, 2021, the Board of Directors (Board) ratified Sole Source Agreement No. 20-1002281 with an evergreen term, wherein SBCTA will terminate in writing at the conclusion of the loan, approved increasing the current authorized amount by \$65,950 to cover fees through September 2023, and ratified the expenditures for work done after the initial amount was expended, for a total not-to-exceed amount of \$107,500. SBCTA staff now recommends Board approval to add an additional \$20,000 to the contract, for a total not-to-exceed amount of \$127,500, to cover fees through September 2025.

Agreement No. 20-1002295 with Standard and Poor's Global is in association with the issuance of the commercial paper, since the rating firm also issued ratings for the 2012 and 2014 Sales Tax Revenue bonds. This Agreement was originally executed on September 1, 2019 and included funding for issuance of an initial rating totaling \$44,000. The authorized amount was increased on March 31, 2020, to \$66,000 for the annual rating update fee. On November 3, 2021, the Board ratified Sole Source Agreement No. 20-1002295 with an evergreen term, wherein SBCTA will terminate in writing at the conclusion of the loan. The current agreement covers the fees through the maturity of the commercial paper for a total not-to-exceed amount of \$66,000. SBCTA staff now recommends Board approval to add an additional \$20,000 to the contract, for a total not-to-exceed amount of \$86,000, to cover fees through September 2025.

SBCTA staff also requests approval for a budget amendment of \$27,219,179 in Task No. 0900 Commercial Paper to track and record the principal proceeds and subsequent payments of the commercial paper issued.

Financial Impact:

This item is not consistent with the Fiscal Year 2023/2024 Budget. Recommendation E includes a budget amendment for use of commercial paper for \$27,219,179.

Reviewed By:

This item has not received prior policy committee or technical advisory committee review. This item is being directly presented to this body since State Government Code requires agenda item involving borrowing to be presented as a discussion item. In addition, documents needed to be completed in final form and negotiations with the bank were being finalized. SBCTA General Counsel and Risk Manager have reviewed this item and drafts of the resolution, various amendments, and corresponding documents.

Responsible Staff:

Hilda Flores, Chief Financial Officer

Approved
Board of Directors
Date: September 6, 2023

Witnessed By:

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

RESOLUTION NO. 24-005

**RESOLUTION AUTHORIZING THE AMENDMENT OF DOCUMENTS
RELATING TO THE COMMERCIAL PAPER NOTES, APPROVING THE
EXECUTION AND DELIVERY OF CERTAIN DOCUMENTS IN
CONNECTION THEREWITH, 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”);

WHEREAS, the Authority is authorized pursuant to the Local Transportation Authority and Improvement Act (as amended from time to time hereafter, the “Transportation Act”), being Chapter 5 of Division 19 of the Public Utilities Code of the State of California (Section 180200 *et seq.*) to, among other things, and with voter approval, levy a retail transactions and use tax in accordance with Part 1.6 (commencing with Section 7251) of Division 2 of the California Revenue and Taxation Code (as amended from time to time hereafter, the “Sales Tax Law”) and to issue limited tax bonds payable from the proceeds of such tax;

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 Transportation 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 Transportation 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 Transportation 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 Transportation 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 Ordinance and the Transportation Act, including Section 180251 thereof, 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, as determined by the San Bernardino County Transportation Authority Expenditure Plan adopted as part of the Ordinance (including any subsequent amendments thereto, the “Expenditure Plan”), for capital outlay expenditures for transportation purposes as set forth in the Ordinance, including to carry out the transportation projects described in the Expenditure Plan;

WHEREAS, on September 4, 2019, pursuant to Resolution No. 19-163, the Authority authorized the issuance of certain subordinate limited tax bonds in the form of commercial paper notes designated as the San Bernardino County Transportation Authority Subordinate Sales Tax Revenue Commercial Paper Notes (Limited Tax Bonds) (the “Notes”) in an aggregate principal amount not to exceed one hundred million dollars (\$100,000,000) outstanding at any one time, to be issued in one or more series from time to time, secured by a subordinate lien on the Sales Tax Revenues collected pursuant to the Ordinance, constituting Subordinate Obligations pursuant to the pursuant to an Indenture dated as of March 1, 2012 (as amended from time to time, the “Senior Indenture”), by and between the Authority and U.S. Bank Trust Company, National Association, as successor trustee, relating to the Authority’s senior sales tax revenue bonds (the “Senior Bonds”), all pursuant to the provisions of the Transportation Act and the Ordinance;

WHEREAS, the Authority initially issued two series of Notes pursuant to a Subordinate Indenture (the “Original Subordinate Indenture”), by and between the Authority and U.S. Bank National Association, as the subordinate trustee thereunder, and such initial series of Notes were authenticated and delivered pursuant to an Issuing and Paying Agent Agreement (the “Original Issuing and Paying Agent Agreement”), by and between the Authority and U.S. Bank National Association, as issuing and paying agent thereunder;

WHEREAS, the payment of the principal of and interest on the Notes is currently supported by a letter of credit (the “Letter of Credit”) issued by Barclays Bank PLC (the “Credit Provider”) pursuant to the terms of a reimbursement agreement and related fee agreement (as may be further amended, supplemented or restated from time to time, collectively, the “Credit Agreement”);

WHEREAS, the Authority has evaluated the current size of the commercial paper program and has determined that it is in the best interest of the Authority to amend certain documents relating to the Notes to reduce the maximum aggregate principal of Notes authorized to be outstanding at any one time to twenty-five million dollars (\$25,000,000);

WHEREAS, in order to accomplish the foregoing, the Authority desires to enter into and deliver the following documents, instruments and agreements, forms of which have been prepared and presented to the Authority:

- (1) Amended and Restated Subordinate Indenture, by and between the Authority and U.S. Bank Trust Company, National Association, as subordinate trustee

(the “Amended and Restated Subordinate Indenture”), which amends and restates the Original Subordinate Indenture;

- (2) Amended and Restated Issuing and Paying Agent Agreement, by and between the Authority and U.S. Bank Trust Company, National Association, as issuing and paying agent (the “Amended and Restated Issuing and Paying Agent Agreement”), which amends and restates the Original Issuing and Paying Agent Agreement;
- (3) the First Amendment to Reimbursement Agreement and the Amended and Restated Fee Agreement, each by and between the Authority and the Credit Provider, which amend the Credit Agreement (collectively, the “First Amendment to the Reimbursement Agreement”); and
- (4) the First Amendment to Commercial Paper Dealer Agreement, by and between the BofA Securities, Inc., as a dealer for the Notes (the “Dealer”), and the Authority (the “First Amendment to the Dealer Agreement”), which amends the Commercial Paper Dealer Agreement, by and between the Dealer and the Authority.

WHEREAS, in order to facilitate the offering of the Notes by the Dealer, the Authority proposes to approve, execute and deliver an Offering Memorandum (including all appendices thereto, the “Offering Memorandum”) describing the Notes being offered and certain related matters;

WHEREAS, all acts, conditions and things required by the Authority Act, the Transportation Act, the Sales Tax Law, the Ordinance, 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 transactions 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 the transactions contemplated by this Resolution, including the issuance, execution and delivery of the Notes pursuant to the Amended and Restated Subordinate Indenture and the Amended and Restated Issuing and Paying Agent Agreement, and to authorize the execution of the Amended and Restated Subordinate Indenture, the Amended and Restated Issuing and Paying Agent Agreement, the First Amendment to the Credit Agreement, the First Amendment to the Dealer Agreement and the Offering Memorandum 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 proposed form of Amended and Restated Subordinate Indenture presented to this meeting and the terms and conditions thereof are hereby approved. 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 Amended and Restated Subordinate 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 3. The proposed form of Amended and Restated Issuing and Paying Agent Agreement presented to this meeting and the terms and conditions thereof are hereby approved. The Authorized Officer is hereby authorized and directed, for and in the name and on behalf of the Authority, to execute and deliver the Amended and Restated Issuing and Paying Agent Agreement, in substantially said form, 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 4. The proposed form of First Amendment to the Reimbursement Agreement presented to this meeting and the terms and conditions thereof are hereby approved. The Authorized Officer is hereby authorized and directed, for and in the name and on behalf of the Authority, to execute and deliver the First Amendment to the Reimbursement Agreement, in substantially said forms, 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. The Authorized Officer is further authorized to execute and deliver a Restated and Amended Fee Agreement which corresponds to said First Amendment to Reimbursement Agreement.

Section 5. The proposed form of First Amendment to the Dealer Agreement presented to this meeting and the terms and conditions thereof are hereby approved. The Authorized Officer is hereby authorized and directed, for and in the name and on behalf of the Authority, to execute and deliver the First Amendment to the Dealer Agreement, in substantially said form, 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 Offering Memorandum presented to this meeting is hereby approved. The Authorized Officer is hereby authorized and directed, for and in the name and on behalf of the Authority, to deliver to the Dealer an Offering Memorandum, in substantially said form, 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. The Authorized Officer is hereby further authorized and directed, for and in the name and on behalf of the Authority, to supplement, amend, revise, update and/or restate the Offering Memorandum from time to time as deemed necessary or advisable by the Authorized Officer, and the Offering Memorandum, as so supplemented, amended, revised, updated and/or restated, shall be filed with the members of the Authority. The Dealer is hereby authorized to distribute copies of said Offering Memorandum to persons who may be interested in the purchase of the Notes and is hereby directed to deliver copies to all actual purchasers of the Notes.

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 of the foregoing which may be necessary or desirable in connection with any investment of proceeds of Notes, the refunding or defeasance of any Notes, the extension, amendment or replacement of the Credit Agreement (and the Letter of Credit), the removal or replacement of the Trustee or any Dealer or any similar action may be given or taken by an Authorized Officer, without further authorization or direction by this Board, and each Authorized Officer is hereby authorized and directed to give any such approval, consent, direction, notice, order, request or other action and to take other action and to execute such documents which such Authorized Officer may deem necessary or desirable to further the purposes of this Resolution.

All approvals, consents, directions, notices, orders, requests and other actions permitted or required by any of the documents authorized by this Resolution, whether before or after the issuance of the Notes, which may be necessary or desirable in connection with any default under or amendment of such documents, settlements or revisions, may be taken or given by the Authorized Officer, without further authorization by this Board, and the Authorized Officer is hereby authorized and directed to give such consent, approval, notice, order or request and to take any such action which such officer may deem necessary or desirable to further the purposes of this resolution and the transactions contemplated hereby.

Section 8. All actions heretofore taken by the officers and agents of the Authority with respect to the amendment of the documents relating to the Notes and the issuance and sale of the Notes are hereby ratified, confirmed and approved. If at the time of execution of any of the documents authorized in this Resolution, the Executive Director is unavailable, such documents may be executed by the Deputy Executive Director of the Authority in lieu of the Executive Director. For purposes of the Transportation Act and execution of the Notes, the Chief Financial Officer is hereby designated the auditor-controller of the Authority. The Clerk of the Board of the Authority is hereby authorized to attest to the execution by an Authorized 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 the Notes 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, any signature certificates, certificates concerning the contents of the Offering Memorandum, 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 transactions contemplated by this Resolution and the issuance and sale of the Notes and otherwise to carry out, give effect to and comply with the terms and intent of the Ordinance, this Resolution, the Notes and the documents approved hereby.

Section 9. This Resolution shall take effect immediately upon its adoption and approval.

PASSED AND ADOPTED at a meeting of the San Bernardino County Transportation Authority held on September 6, 2023.

By: _____
Dawn M. Rowe, President, Board of Directors
San Bernardino County Transportation Authority

ATTEST:

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

**AMENDED AND RESTATED
SUBORDINATE INDENTURE**

between

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

and

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
as Trustee

Dated as of September 1, 2023

**RELATING TO THE
SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY
SUBORDINATE SALES TAX REVENUE COMMERCIAL PAPER NOTES
(LIMITED TAX BONDS)**

Attachment: Amended and Restated Subordinate Indenture, 4867-1956-2357_4 (9821 : Reduce Existing Commercial Paper Program to \$25

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AMENDED AND RESTATED SUBORDINATE INDENTURE

This AMENDED AND RESTATED SUBORDINATE INDENTURE, dated as of September 1, 2023 (the “Indenture”), by and between the SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY, a public entity duly organized and existing under and by virtue of the laws of the State of California (the “Authority”), and U.S. BANK TRUST COMPANY, 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”), amends and restates that certain Subordinate Indenture, dated as of September 1, 2019 (the “Original Indenture”), by and between the Authority and U.S. Bank National Association, as predecessor trustee;

WITNESSETH:

WHEREAS, 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”);

WHEREAS, the Authority is authorized pursuant to the Local Transportation Authority and Improvement Act (as amended from time to time hereafter, the “Transportation Act”), being Chapter 5 of 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 Part 1.6 (commencing with Section 7251) of Division 2 of the California Revenue and Taxation Code (as amended from time to time hereafter, the “Sales Tax Law”) and to issue limited tax bonds payable from the proceeds of such tax;

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 Transportation 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 San Bernardino County (the “County”) in accordance with Chapter 5 of the Transportation 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 Transportation 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 Transportation 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 Ordinance and the Transportation Act 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, as determined by the San Bernardino County Transportation Authority Expenditure Plan adopted as part of the Ordinance (including any subsequent amendments thereto, the "Expenditure Plan"), for capital outlay expenditures for transportation purposes as set forth in the Ordinance, including to carry out the transportation projects described in the Expenditure Plan;

WHEREAS, the Authority previously entered into the Original Indenture in order to provide for the issuance of certain commercial paper notes (the "Notes"), to establish and declare the terms and conditions upon which the Notes shall be issued and secured and to secure the payment of the principal thereof and premium (if any) and interest thereon;

WHEREAS, pursuant to the terms of the Original Indenture, principal and interest payable on the Notes is to be obtained from the proceeds of Notes issued for such purpose until Sales Tax Revenues are available or San Bernardino County Transportation Authority Sales Tax Revenue Bonds (Limited Tax Bonds) (the "Bonds") are issued, pursuant to the Indenture, dated as of March 1, 2012, between the Trustee and the Authority, as originally executed or as it may from time to time be supplemented or amended by any Supplemental Indenture delivered pursuant to the provisions thereof (the "Senior Indenture"), to retire the Authority's commercial paper program;

WHEREAS, the Notes are secured by a subordinate lien on and payable from the Sales Tax Revenues on a subordinate basis with any Senior Lien Debt, including the Authority's outstanding Bonds, issued from time to time pursuant to the Senior Indenture;

WHEREAS, pursuant to the terms of the Original Indenture, the maximum aggregate principal amount of Notes authorized to be Outstanding at any one time is \$100,000,000;

WHEREAS, the Authority desires to modify the size of the Authority's commercial paper program and to amend the Original Indenture to reduce the maximum aggregate principal amount of Notes authorized to be Outstanding at any one time to \$25,000,000;

WHEREAS, the execution and delivery of this Indenture has in all respects been duly and validly authorized by resolutions duly passed and approved by the Authority; and

WHEREAS, the Authority has determined that all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in connection with the execution and the entering into of this Indenture do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the parties hereto are now duly authorized to execute and enter into this Indenture;

NOW, THEREFORE, THIS SUBORDINATE INDENTURE WITNESSETH, that in order to secure the payment of the principal of and the interest on all Notes at any time issued, authenticated and delivered hereunder, according to their tenor, and the payment of all amounts owing to any Credit Provider, and to secure the performance and observance of all of the covenants and conditions therein and herein set forth, to declare the terms and conditions upon and subject to which the Notes are to be issued and received, and in consideration of the premises and of the material covenants herein contained and of the purchase and acceptance of the Notes by the holders thereof, and for other valuable consideration, the receipt of which is hereby acknowledged, the Authority does hereby agree and covenant with the Trustee, for the benefit of the respective holders from time to time of the Notes and any Credit Provider as follows:

ARTICLE I

DEFINITIONS: EQUALITY OF SECURITY; CONTENT OF CERTIFICATES AND OPINIONS

Section 1.01 Definitions. Unless the context otherwise requires, the terms defined in this Section shall, for all purposes of this Indenture and of any Supplemental Indenture and of any certificate, opinion or other document herein mentioned, have the meanings herein specified, to be equally applicable to both the singular and plural forms of any of the terms herein defined.

“Advance” means each advance of funds from a Credit Facility in accordance with the terms of such Credit Facility.

“Advice” means a notice or a written instrument to the extent required by the Depository executed by the Issuing and Paying Agent for a Series of Notes and delivered to the Depository for such Series of Notes which specifies the amount by which the indebtedness evidenced by the Master Note delivered in connection with such Series of Notes is to be increased or decreased on any particular date, and which includes such other information as may be required pursuant to the systems and procedures of the Depository applicable to implementation of its book-entry program for obligations of the character of such Series of Notes.

“Alternate Credit Facility” means a replacement Credit Facility provided pursuant to the provisions of Section 6.09 hereof.

“Annual Debt Service” means, for any Fiscal Year, the aggregate amount (without duplication) of principal and interest on all Sales Tax Debt becoming due and payable during such Fiscal Year calculated using the principles and assumptions set forth under the definition of Debt Service.

“Assumed Debt Service” means for any Fiscal Year the aggregate amount of principal and interest which would be payable on all Sales Tax Debt if each Excluded Principal Payment were amortized on a substantially level debt service basis or other amortization schedule provided by the Authority for a period commencing on the date of calculation of such Assumed Debt Service and ending on the earlier of (i) the date specified by the Authority not exceeding thirty (30) years from the date of calculation, or (ii) the Sales Tax Expiration Date, such Assumed Debt Service to be calculated on a level debt service basis or other amortization schedule provided by the Authority, based on a fixed interest rate equal to the rate at which the Authority could borrow for such period, as set forth in a certificate of a financial advisor or investment banker, delivered to the Trustee, who may rely

conclusively on such certificate, such certificate to be delivered within thirty (30) days of the date of calculation.

“Auditor-Controller” means the Chief Financial Officer of the Authority.

“Authority” means the San Bernardino County Transportation Authority, a public entity duly established and existing under the Authority Act and the laws of the State of California, and any successor thereto.

“Authority Act” means the San Bernardino County Transportation Authority Consolidation Act of 2017, Chapter 7 of Division 12 of the Public Utilities Code of the State of California (Section 130800 *et seq.*), as such may be amended from time to time hereafter.

“Authorized Representative” means the Executive Director of the Authority, any Deputy Executive Director of the Authority, the Chief Financial Officer of the Authority, or any other employee of the Authority at the time designated to act on behalf of the Authority in a Certificate of the Authority executed by any of the foregoing officers and filed with the Issuing and Paying Agent and the Trustee, which Certificate shall contain such employee’s specimen signature.

“Available Amount” means the initial amount available to be drawn on a Credit Facility as set forth in such Credit Facility or the Credit Agreement entered into in connection with such Credit Facility, as applicable, as such amount may be reduced and/or reinstated pursuant to the terms of such Credit Facility or the Credit Agreement entered into in connection with such Credit Facility, as applicable, and available to be drawn under such Credit Facility.

“Board” means the Board of Directors of the Authority.

“Bond Counsel” means counsel of recognized national standing in the field of obligations the interest of which is excluded from gross income for federal income tax purposes, which is selected by the Authority.

“Bonds” means the San Bernardino County Transportation Authority Sales Tax Revenue Bonds (Limited Tax Bonds) and San Bernardino County Transportation Authority Sales Tax Revenue Notes (Limited Tax Bonds) authorized by, and at any time Outstanding pursuant to, the Senior Indenture.

“Business Day” means, for so long as DTC shall be the Depository for any Series of Notes, any day on which DTC is scheduled to be open for money market instrument settlement services, and is other than: (i) a Saturday, Sunday or day upon which banking institutions in the State or the State of New York are authorized or obligated by law or executive order to be closed; (ii) a day on which the New York Stock Exchange is authorized or obligated by law or executive order to be closed; and (iii) for purposes of payments and other actions relating to a Series of Notes secured by a Credit Facility or Alternate Credit Facility, a day upon which commercial banks are authorized or obligated by law or executive order to be closed in the city in which demands for payment are to be presented pursuant to such Credit Facility or Alternate Credit Facility.

“CDTFA” means the California Department of Tax and Fee Administration of the State of California.

“Certificate, Statement, Request, Requisition and Order of the Authority” mean, respectively, a written certificate, statement, request, requisition or order signed in the name of the Authority by an Authorized Representative. Any such certificate, statement, request, requisition or order and supporting opinions or representations, if any, included or referenced therein may, but need not, be combined in a single instrument with any other in certificate, statement, request, requisition or order, and the two or more so combined shall be read and construed as a single instrument. If and to the extent required by Section 1.03, each such certificate, statement, request, requisition or order shall include the statements provided for in Section 1.03.

“Certificate Agreement” means the Money Market Certificate Agreement, dated as of September 1, 2019, between the Issuing and Paying Agent and DTC.

“Code” means the Internal Revenue Code of 1986, as amended from time to time, and any regulations promulgated thereunder.

“Corporate Trust Office” or “corporate trust office” means, with respect to the Trustee, the corporate trust office of the Trustee at Los Angeles, California, or such other or additional offices as may be designated in writing by the Trustee to the Authority, and means, with respect to the Issuing and Paying Agent, the corporate trust office of the Issuing and Paying Agent at New York, New York or such other or additional offices as may be designated in writing by the Issuing and Paying Agent to the Authority.

“Costs of Issuance” means all items of expense directly or indirectly payable by or reimbursable to the Authority and related to the authorization, issuance, sale and delivery of a Series of Notes, including but not limited to advertising and printing costs, costs of preparation and reproduction of documents, filing and recording fees, travel expenses and costs relating to rating agency meetings and other meetings concerning a Series of Notes, the initial fees, expenses and charges of the Trustee and the Issuing and Paying Agent with respect to such Series of Notes, Bond Counsel and other legal fees and charges, fees and disbursements of consultants and professionals, including fees of the Dealer with respect to such Series of Notes, financial advisor fees and expenses, rating agency fees, fees and charges for preparation, execution, transportation and safekeeping of Notes, surety, insurance, liquidity and credit enhancements costs, and any other cost, charge or fee in connection with the issuance of a Series of Notes.

“Counterparty” means an entity which has entered into an Interest Rate Swap Agreement with the Authority.

“County” means the San Bernardino County, California.

“Credit Agreement” means an agreement relating to a Credit Facility provided in connection with a Series of Notes, between the Authority and a Credit Provider, as originally executed and as it may from time to time be amended or supplemented pursuant to its terms, and any similar agreement entered into in connection with an Alternate Credit Facility for such Series of Notes.

“Credit Facility” means any letter of credit, surety bond, loan agreement or other credit agreement, facility, insurance or guarantee arrangement issued by a financial institution, insurance company or association pursuant to which the Issuing and Paying Agent and/or the Trustee, as the case may be, on behalf of the Authority, is entitled to obtain funds to pay the principal of and interest on

any Series of Notes or any Alternate Credit Facility substituted therefor in accordance with the provisions hereof.

“Credit Facility Fund” means any fund by that name established and held by an Issuing and Paying Agent pursuant to an Issuing and Paying Agent Agreement entered into by the Authority in connection with a Series of Notes.

“Credit Facility Expiration Date” means the stated expiration date of a Credit Facility, taking into account any extensions of such stated expiration date.

“Credit Provider” means any issuer of a Credit Facility or, as applicable, any agent for the Authority or issuers thereof.

“Credit Provider Loan” means each loan of funds made by a Credit Provider to repay an Advance made in accordance with the terms of a Credit Agreement.

“Credit Provider Note” means the Series A Credit Provider Note, and each other promissory note issued from time to time by the Authority to evidence principal and interest obligations relating to unreimbursed drawings, Advances and Credit Provider Loans under or with respect to the related Credit Facility and/or Credit Agreement, as applicable.

“Dealer” means any dealer for a Series of Notes which has been appointed by the Authority and which has entered into a Dealer Agreement with the Authority with respect to such Series of Notes.

“Dealer Agreement” means any agreement entered into by the Authority with a Dealer in connection with a Series of Notes, as originally executed and as it may from time to time be amended or supplemented pursuant to its terms.

“Dealer Note Principal Account” means an account by that name established and held by an Issuing and Paying Agent pursuant to an Issuing and Paying Agent Agreement entered into in connection with a Series of Notes.

“Dealer Series A Note Principal Account” means the account by that name established and held by the Issuing and Paying Agent pursuant to Section 6 of the Issuing and Paying Agent Agreement.

“Debt Service,” when used with respect to any Sales Tax Debt, means, as of any date of calculation and with respect to any Fiscal Year, the sum of (1) the interest falling due on such Sales Tax Debt during such Fiscal Year and (2) the principal or Mandatory Sinking Account Payments required with respect to such Sales Tax Debt during such Fiscal Year; computed on the assumption that no portion of such Sales Tax Debt shall cease to be Outstanding during such Fiscal Year except by reason of the application of such scheduled payments; provided, however, that for purposes of such computation:

(i) Excluded Principal Payments (and the interest related thereto provided such interest is being paid from the same source as the Excluded Principal Payments) shall be excluded from such calculation and Assumed Debt Service shall be included in such calculation;

(ii) in determining the principal amount due in each Fiscal Year, payment shall (unless a different subsection of this definition applies for purposes of determining principal maturities

or amortization) be assumed to be made in accordance with any amortization schedule established for such Sales Tax Debt, including any Mandatory Sinking Account Payments or any scheduled redemption or payment of Sales Tax Debt on the basis of accreted value, and for such purpose, the redemption payment or payment of accreted value shall be deemed a principal payment and interest that is compounded and paid as accreted value shall be deemed due on the scheduled redemption or payment date of such debt;

(iii) if any Sales Tax Debt bears, or if any Sales Tax Debt proposed to be issued will bear, interest at a variable interest rate for which an Interest Rate Swap Agreement is not in place and the interest on which is excluded or expected to be excluded from gross income for federal income tax purposes, the interest rate on such Sales Tax Debt for periods when the actual interest rate cannot yet be determined shall be assumed to be equal to the average of the SIFMA Swap Index for the five (5) years preceding such date of calculation;

(iv) if any Sales Tax Debt bears, or if any Sales Tax Debt proposed to be issued will bear, interest at a variable interest rate for which an Interest Rate Swap Agreement is not in place and the interest on which is included or expected to be included in gross income for federal income tax purposes, the interest rate on such Sales Tax Debt shall be calculated at an interest rate equal to 110% of the average Federal Funds Rate during the five (5) years preceding such date of calculation or such higher rate as shall be specified in a Certificate of the Authority, or if the Federal Funds Rate is no longer available, such similar rate as the Authority shall designate in writing to the Trustee;

(v) with respect to any Sales Tax Debt bearing interest, or expected to bear interest, at a variable interest rate for which an Interest Rate Swap Agreement is in place providing for a fixed rate of interest to maturity or for a specific term with respect to such Sales Tax Debt, the interest rate on such Sales Tax Debt shall be assumed to be the synthetic fixed interest rate specified in such Interest Rate Swap Agreement for such term; provided that if, pursuant to a Certificate of the Authority filed with the Trustee, the sum of (i) interest payable on such Sales Tax Debt, plus (ii) amounts payable by the Authority under such Interest Rate Swap Agreement, less (iii) amounts receivable by the Authority under such Interest Rate Swap Agreement, is expected to be greater than the interest payable on the Sales Tax Debt to which such Interest Rate Swap Agreement relates (i.e., if such Interest Rate Swap Agreement is an “off market” Interest Rate Swap Agreement), then, in such instance, such excess amounts expected to be payable by the Authority under such Interest Rate Swap Agreement or in connection with such Sales Tax Debt shall be included in the calculation of Annual Debt Service;

(vi) with respect to any Sales Tax Debt bearing interest, or expected to bear interest, at a fixed interest rate for which an Interest Rate Swap Agreement is in place providing for a net variable interest rate with respect to such Sales Tax Debt for a specific term, the interest rate on such Sales Tax Debt shall be assumed to be equal for such term to the sum of (i) the fixed interest rate or rates to be paid on the Sales Tax Debt, minus (ii) the fixed interest rate receivable by the Authority under such Interest Rate Swap Agreement, plus (iii) the average interest rate of the index on which the Interest Rate Swap Agreement is based, as identified in a Certificate of the Authority, or, if not based on an identifiable index, then the SIFMA Swap Index, in each case, over the five (5) years preceding the date of calculation or such higher rate as shall be specified in a Certificate of the Authority;

(vii) if any Sales Tax Debt features an option, on the part of the owners or an obligation under the terms of such Sales Tax Debt, to tender all or a portion of such Sales Tax Debt to the Authority, the Trustee or other fiduciary or agent, and requires that such Sales Tax Debt or portion thereof be purchased if properly presented, then for purposes of determining the amounts of principal

and interest due in any Fiscal Year on such Sales Tax Debt, the options or obligations of the owners of such Sales Tax Debt to tender the same for purchase or payment prior to the stated maturity or maturities shall be ignored and not treated as a principal maturity; and

(viii) principal and interest payments on Sales Tax Debt shall be excluded to the extent such payments are to be paid from Revenues then held on deposit by the Trustee or from other amounts on deposit, including Investment Securities and interest to be payable thereon, with the Trustee or other fiduciary in escrow specifically therefor and interest payments shall be excluded to the extent that such interest payments are to be paid from the proceeds of Sales Tax Debt, including Investment Securities and interest to be payable thereon, held by the Trustee or other fiduciary as capitalized interest specifically to pay such interest or from pledged Subsidy Payments the Authority expects to receive.

“Defeasance Securities” means: (i) direct, non-callable obligations of the United States Treasury; (ii) direct non-callable and non-prepayable obligations which are unconditionally guaranteed by the United States of America as to full and timely payment of principal and interest; (iii) non-callable, non-prepayable coupons from the above securities which are stripped pursuant to United States Treasury programs; (iv) non-callable and non-prepayable refunded bonds that are obligations of the United States of America; (v) Resolution Funding Corporation (REFCORP) bonds and strips; (vi) non-callable, and non-prepayable fixed rate Israel Notes guaranteed as to principal and interest by the United States of America through the United Agency for International Development (provided that, such notes mature at least four business days before funds are needed for refunded bond debt service payments); (vii) United States State and Local Government Series securities (SLGS); (viii) the following non-callable, non-prepayable obligations of federal government-sponsored agencies that are not backed by the full faith and credit of the U.S. Government: Federal Home Loan Bank, Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, Tennessee Valley Authority, Farm Credit System, Washington Metropolitan Area Transit Authority, United States Import-Export Bank, United States Department of Housing and Urban Development, Farmers Home Administration, General Services Administration and United States Maritime Administration; and (ix) any pre-refunded municipal security that is non-callable or has been irrevocably called for redemption, carries a fixed interest rate and matures or is to be redeemed on a date certain and is secured by an escrow containing securities listed in (i) through (viii) above.

“Depository” means DTC or any other qualified securities depository selected as set forth in Section 2.10 hereof.

“DTC” means The Depository Trust Company, New York, New York, and its successors and assigns.

“Eligible Account” means an account that is either (a) maintained with a federal or state-chartered depository institution or trust company that has a S&P short-term debt rating of at least “A-2” (or, if no short-term debt rating, a long-term debt rating of “BBB-F”); or (b) maintained with the corporate trust department of a federal depository institution or state-chartered depository institution subject to regulations regarding fiduciary funds on deposit similar to Title 12 of the U.S. Code of Federal Regulation Section 9.10(b), which, in either case, has corporate trust powers and is acting in its fiduciary capacity.

“Event of Default” means any of the events specified in Section 7.01.

“Excluded Principal Payment” means each payment of principal of the Sales Tax Debt which the Authority determines (in the Certificate of the Authority) that the Authority intends to pay with moneys that are not Revenues (such as commercial paper, balloon indebtedness or bond anticipation notes) but from future debt obligations of the Authority, grants from the State or federal government, or any agency or instrumentality thereof, or any other source of funds of the Authority, upon which determination of the Authority the Trustee may conclusively rely. No such determination shall affect the security for such Notes or the obligation of the Authority to pay such payments from Revenues or amounts on deposit in the bond reserve fund, established under the Senior Indenture, if any. No payment of principal of Notes may be determined to be an Excluded Principal Payment unless it is due on or prior to the Sales Tax Expiration Date.

“Expenditure Plan” means the San Bernardino County Transportation Authority Expenditure Plan, adopted as part of the Ordinance, including any future amendments thereto.

“Final Drawing Notice” means a notice from a Credit Provider that a Credit Facility will terminate within a certain period due to events of default or other events under a Credit Agreement.

“Fiscal Year” means the period beginning on July 1 of each year and ending on the next succeeding June 30, or any other twelve-month period hereafter selected and designated as the official fiscal year period of the Authority, which designation shall be provided to the Trustee in a Certificate of the Authority.

“Fitch” means Fitch Ratings, Inc., a corporation duly organized and existing under and by virtue of the laws of the State of Delaware, and its successors and assigns, except that if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, then the term “Fitch” shall be deemed to refer to any other nationally recognized statistical rating organization identified as such by the Securities and Exchange Commission and selected by the Authority.

“Holder” or “Owner” or “Noteholder” or “Noteowner” means, whenever used herein with respect to a Note, the person in whose name such Note is registered.

“Indenture” means this Amended and Restated Subordinate Indenture, dated as of September 1, 2023, between the Authority and the Trustee, as originally executed and as it may from time to time be amended or supplemented by any Supplemental Indenture delivered pursuant to the provisions of Section 9.01 hereof.

“Initial Series of Notes” means the Series A Notes issued subsequent to the effective date of this Indenture .

“Interest Fund” means the fund by that name established pursuant to Section 5.03.

“Interest Rate Swap Agreement” means an interest rate swap, cap, collar, option, floor, forward, derivative, or other hedging agreement, arrangement or security, however denominated, entered into between the Authority and a Counterparty, in connection with or incidental to, the issuance or carrying of Bonds, including, without limitation, an interest rate swap, cap, collar, option, floor, forward, derivative, or other hedging agreement, arrangement or security entered into in advance of the issuance of Bonds.

“Investment Securities” means the following:

(i) any bonds or other obligations which as to principal and interest constitute direct obligations of, or are unconditionally guaranteed by, the United States of America, including obligations of any of the federal agencies and federally sponsored entities set forth in clause (iii) below to the extent unconditionally guaranteed by the United States of America;

(ii) any certificates, receipts, securities or other obligations evidencing ownership of, or the right to receive, a specified portion of one or more interest payments or principal payments, or any combination thereof, to be made on any bond, note, or other obligation described above in clause (i);

(iii) obligations of the Federal National Mortgage Association, the Government National Mortgage Association, Federal Home Loan Banks, Farmers Home Administration and Federal Home Loan Mortgage Corporation;

(iv) housing authority bonds issued by public agencies or municipalities and fully secured as to the payment of both principal and interest by a pledge of annual contributions under an annual contributions contract or contracts with the United States of America; or project notes issued by public agencies or municipalities and fully secured as to the payment of both principal and interest by a requisition or payment agreement with the United States of America;

(v) obligations of any state, territory or commonwealth of the United States of America or any political subdivision thereof or any agency or department of the foregoing; provided that, except with respect to direct obligations of the State, at the time of their purchase such obligations are rated in either of the two highest long-term or highest short-term Rating Categories by both Moody’s and S&P;

(vi) any bonds or other obligations of any state of the United States of America or any political subdivision thereof (1) which are not callable prior to maturity or as to which irrevocable instructions have been given to the trustee of such bonds or other obligations by the obligor to give due notice of redemption and to call such bonds for redemption on the date or dates specified in such instructions, (2) which are secured as to principal and interest and redemption premium, if any, by a fund consisting only of cash or bonds or other obligations of the character described above in clause (i) or (ii) which fund may be applied only to the payment of such principal of and interest and redemption premium, if any, on such bonds or other obligations on the interest payment dates and the maturity date or dates thereof or the specified redemption date or dates pursuant to such irrevocable instructions, as appropriate, (3) as to which the principal of and interest on the bonds and obligations of the character described above in clause (i) or (ii) which have been deposited in such fund along with any cash on deposit in such fund are sufficient to pay the principal of and interest and redemption premium, if any, on the bonds or other obligations described in this clause (vi) on the interest payment dates and the maturity date or dates thereof or on the redemption date or dates specified in the irrevocable instructions referred to in subclause (1) of this clause (vi), as appropriate, and (4) which have been rated in one of the two highest long-term Rating Categories by Moody’s and S&P;

(vii) bonds, notes, debentures or other evidences of indebtedness issued or guaranteed by any corporation which are, at the time of purchase, rated by both Moody’s and S&P in their respective highest short-term Rating Categories, or, if the term of such indebtedness is longer

than three (3) years, rated by both Moody's and S&P in one of their respective two highest long-term Rating Categories, for comparable types of debt obligations;

(viii) demand or time deposits or certificates of deposit, whether negotiable or nonnegotiable, issued by any bank or trust company organized under the laws of any state of the United States of America or any national banking association (including the Trustee and its affiliates), provided that such certificates of deposit shall be purchased directly from such a bank, trust company or national banking association and shall be either (1) continuously and fully insured by the Federal Deposit Insurance Corporation, (2) continuously and fully secured by such securities and obligations as are described above in clauses (i) through (v), inclusive, which shall have a market value (exclusive of accrued interest) at all times at least equal to the principal amount of such certificates of deposit and shall be lodged with the Trustee, as custodian, by the bank, trust company or national banking association issuing such certificates of deposit, and the bank, trust company or national banking association issuing each such certificate of deposit required to be so secured shall furnish the Trustee with an undertaking satisfactory to it that the aggregate market value of all such obligations securing each such certificate of deposit will at all times be an amount equal to the principal amount of each such certificate of deposit and the Trustee shall be entitled to rely on each such undertaking, or (3) be issued by an institution the senior debt obligations of which are rated "AA" or higher by S&P or "Aa" or higher by Moody's;

(ix) taxable commercial paper, other than that issued by bank holding companies, or tax-exempt commercial paper rated in the highest Rating Category by both Moody's and S&P;

(x) variable rate obligations required to be redeemed or purchased by the obligor or its agent or designee upon demand of the holder thereof secured as to such redemption or purchase requirement by a liquidity agreement with a corporation and as to the payment of interest and principal either upon maturity or redemption (other than upon demand by the holder thereof) thereof by an unconditional credit facility of a corporation, provided that the variable rate obligations themselves are rated in the highest Rating Category for its short-term rating, if any, and in either of the two highest Rating Categories for its long-term rating, if any, by both Moody's and S&P, and that the corporations providing the liquidity agreement and credit facility have, at the date of acquisition of the variable rate obligation by the Trustee, an outstanding issue of unsecured, uninsured and unguaranteed debt obligations rated in either of the two highest long-term Rating Categories by both Moody's and S&P;

(xi) any repurchase agreement with any bank or trust company organized under the laws of any state of the United States or any national banking association (including the Trustee) having a minimum permanent capital of one hundred million dollars (\$100,000,000) or government bond dealer reporting to, trading with, and recognized as a primary dealer by the Federal Reserve Bank of New York, which agreement is secured by any one or more of the securities and obligations described in clauses (i), (ii), (iii) or (iv) above, which shall have a market value (exclusive of accrued interest and valued at least monthly) at least equal to one hundred two percent (102%) of the principal amount of such investment and shall be lodged with the Trustee or other fiduciary, as custodian for the Trustee, by the bank, trust company, national banking association or bond dealer executing such repurchase agreement, and the entity executing each such repurchase agreement required to be so secured shall furnish the Trustee with an undertaking satisfactory to it that the aggregate market value of all such obligations securing each such repurchase agreement (as valued at least monthly) will be an amount equal to one hundred two percent (102%) of the principal amount of each such repurchase agreement and the Trustee shall be entitled to rely on each such undertaking;

(xii) any cash sweep or similar account arrangement of or available to the Trustee, and which may include funds for which the Trustee, its parent holding company, if any, or any affiliates or subsidiaries of the Trustee provide investment advisory or other management services, the investments of which are limited to investments described in clauses (i), (ii), (iii), (iv), (v) and (xi) of this definition of Investment Securities and any money market fund, the entire investments of which are limited to investments described in clauses (i), (ii), (iii), (iv), (v) and (xi) of this definition of Investment Securities; provided that as used in this clause (xii) and clause (xiii) investments will be deemed to satisfy the requirements of clause (xi) if they meet the requirements set forth in clause (xi) ending with the words “clauses (i), (ii), (iii) or (iv) above” and without regard to the remainder of such clause (xi);

(xiii) any investment agreement with a financial institution or insurance company or whose obligations are guaranteed by a financial institution or insurance company which: (1) has at the date of execution thereof an outstanding issue of unsecured, uninsured and unguaranteed debt obligations or a claims paying ability rated in either of the two highest long-term Rating Categories by both Moody’s and S&P; or (2) is fully secured by obligations described in items (i), (ii), (iii) or (iv) of the definition of Investment Securities which are (a) valued not less frequently than monthly and have a fair market value, exclusive of accrued interest, at all times at least equal to the principal amount of the investment, (b) held by the Trustee or other custodian acceptable to the Trustee, (c) subject to a perfected first lien in the Trustee, and (d) free and clear from all third party liens;

(xiv) shares of beneficial interest in diversified management companies investing exclusively in securities and obligations described in clauses (i) through (xiii) of this definition of Investment Securities and which companies have either the highest rating by both Moody’s and S&P or have an investment advisor registered with the Securities and Exchange Authority with not less than five (5) years’ experience investing in such securities and obligations and with assets under management in excess of \$500,000,000;

(xv) shares in a common law trust established pursuant to Title 1, Division 7, Chapter 5 of the Government Code of the State which invests exclusively in investments permitted by Section 53635 of Title 5, Division 2, Chapter 4 of the Government Code of the State, as it may be amended, including the California Asset Management Program (CAMP);

(xvi) bankers’ acceptances issued by domestic or foreign banks, which may include the Trustee and its affiliates, that are eligible for purchase by the Federal Reserve System, the short-term paper of which is rated in the highest category by both Moody’s and S&P, which purchases may not exceed two hundred seventy (270) days maturity;

(xvii) the pooled investment fund of the San Bernardino County, California, which is administered in accordance with the investment policy of said County as established by the Treasurer/Tax Collector thereof, as permitted by Section 53601 or Section 53635, as applicable, of the Government Code of the State, copies of which policy are available upon written request to said Treasurer/Tax Collector;

(xviii) the Local Agency Investment Fund or similar pooled fund operated by or on behalf of the State of California and which is authorized to accept investments of moneys held in any of the funds or accounts established pursuant to this Indenture;

(xix) general obligation bonds of the State;

(xx) financial futures or financial option contracts with an entity the debt securities of which are rated in the highest short-term or one of the two highest long-term rating categories by Fitch, Moody's and S&P;

(xxi) Defeasance Securities; and

(xxii) any investment approved by the Board and consented to by each Credit Provider.

"Issuance Request" means a written request made by the Authority, acting through an Authorized Representative, to the Issuing and Paying Agent for the authentication and delivery of a Note or Notes.

"Issuing and Paying Agent" means U.S. Bank Trust Company, National Association, or any successor or assigns, permitted under the Issuing and Paying Agent Agreement, and/or any other Issuing and Paying Agent which has entered into an Issuing and Paying Agent Agreement with the Authority with respect to the Notes of one or more Series.

"Issuing and Paying Agent Agreement" means, as of the date of execution and delivery of this Indenture, the Amended and Restated Issuing and Paying Agent Agreement, dated as of September 1, 2023, between the Authority and the Issuing and Paying Agent, as originally executed and as it may from time to time be amended or supplemented pursuant to its terms, and, as and to the extent applicable, any other Issuing and Paying Agent Agreement entered into by the Authority with an Issuing and Paying Agent with respect to the Notes of one or more Series, as originally executed and as it may from time to time be amended or supplemented pursuant to its terms, which Issuing and Paying Agent Agreement shall include substantially similar terms and provisions as are set forth in the Issuing and Paying Agent Agreement entered into in connection with the Series A Notes.

"Letter of Representations" means, with respect to the Series A Notes, the Certificate Agreement and the Letter of Representations, dated September 12, 2019, executed by the Authority and the Issuing and Paying Agent and delivered to DTC, as initial Depository for the Series A Notes, or any replacement thereof or substitute therefor; and means with respect to any other Series of Notes, the documentation delivered to a Depository in connection with such Series of Notes.

"Mandatory Sinking Account Payment" means, with respect to Sales Tax Debt of any Series and maturity, the amount required by the supplemental indenture establishing the terms and provisions of such Sales Tax Debt to be deposited by the Authority in a Sinking Account for the payment of Term Bonds of such Series and maturity.

"Master Note" means a Note substantially in the form attached hereto as Exhibit B.

"Maximum Annual Debt Service" means the maximum amount of Annual Debt Service becoming due and payable on all Senior Lien Debt, Notes and Parity Debt, as appropriate, outstanding during the period from the date of such calculation through the final maturity date of the Senior Lien Debt, Notes and Parity Debt, as appropriate, calculated using the principles and assumptions set forth under the definition of Debt Service.

"Moody's" means Moody's Investors Service, a corporation duly organized and existing under and by virtue of the laws of the State of Delaware, and its successors and assigns, except that if such

corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, then the term “Moody’s” shall be deemed to refer to any other nationally recognized securities rating agency selected by the Authority.

“Noteholder” or “Owner” or “Holder” or “Noteowner” means, whenever used herein with respect to a Note or any Parity Debt, the person in whose name such Note or Parity Debt, as applicable, is registered.

“Noteowner” or “Owner” or “Holder” or “Noteholder” means, whenever used herein with respect to a Note or Parity Debt, the person in whose name such Note or Parity Debt, as applicable, is registered.

“Note Fund” means a fund by that name established and held by the Issuing and Paying Agent pursuant to the provisions of the Issuing and Paying Agent Agreement entered into in connection with a Series of Notes and used to pay principal of and interest on such Series of Notes when due.

“Note Interest Account” means an account by that name established by the Issuing and Paying Agent in a Note Fund pursuant to Section 6 of the Issuing and Paying Agent Agreement.

“Note Principal Account” means an account by that name established within a Note Fund and held by the Issuing and Paying Agent pursuant to Section 6 of the Issuing and Paying Agent Agreement.

“Note Program” means the Authority’s program of issuing Notes from time to time pursuant to this Indenture.

“Notes” means the San Bernardino County Transportation Authority Subordinate Sales Tax Revenue Commercial Paper Notes (Limited Tax Bonds) authorized by, and at any time Outstanding pursuant to, this Indenture.

“Notice of No Issuance” means a notice issued with respect to a Series of Notes pursuant to the provisions of the Credit Agreement entered into in connection with such Series of Notes, which notifies the Authority and the Issuing and Paying Agent that no additional Notes of such Series may be issued.

“Opinion of Bond Counsel” means a written opinion of Bond Counsel.

“Ordinance” means 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,” adopted by the Authority on June 2, 2004 pursuant to the provisions of the Transportation Act, providing for the continued imposition of a retail transactions and use tax applicable in the incorporated and unincorporated territory of the County in accordance with Chapter 5 of the Transportation 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, which 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, entitled Measure I, was approved by more than two-thirds of the electors voting on the measure.

“Outstanding” means, when used as of any particular time with reference to Notes (subject to the provisions of Section 11.10), all Notes theretofore, or thereupon being, authenticated and delivered by the Issuing and Paying Agent under this Indenture and the Issuing and Paying Agent Agreement except: (i) Notes theretofore canceled by the Issuing and Paying Agent or surrendered to the Issuing and Paying Agent for cancellation; (ii) Notes with respect to which all liability of the Authority shall have been discharged in accordance with Section 10.02, including Notes (or portions of Notes) referred to in Section 11.10; and (iii) Notes for the transfer or exchange of or in lieu of or in substitution for which other Notes shall have been authenticated and delivered by the Issuing and Paying Agent pursuant to this Indenture.

“Owner” or “Holder” or “Noteholder” or “Noteowner” means, whenever used herein with respect to a Note or Parity Debt, the person in whose name such Note or Parity Debt, as applicable, is registered.

“Parity Debt” means all amounts payable with respect to principal and interest under any Credit Agreement or Credit Provider Note and all indebtedness or other obligations of the Authority for borrowed money or with respect to regularly scheduled payments under any Interest Rate Swap Agreement having an equal lien upon the Revenues and therefore payable on parity with the Notes (whether or not any Notes are Outstanding); provided, however, that any payments with respect to an Interest Rate Swap Agreement which represent termination payments or unwinding payments shall constitute Subordinate Obligations and shall not constitute Parity Debt.

“Participant” means any participant in a Securities Depository’s book-entry system.

“Person” means a corporation, firm, association, partnership, trust, or other legal entity or group of entities, including a governmental entity or any agency or political subdivision thereof.

“Principal Fund” means the fund by that name established pursuant to Section 5.04.

“Proceeds Fund” means a fund by that name established and held by the Trustee pursuant to Section 4.01 hereof to hold the proceeds of a Series of Notes or a portion thereof prior to expenditure.

“Project” means capital outlay expenditures for transportation purposes, including, without limitation, the carrying out of transportation projects described in the Expenditure Plan, the construction, maintenance, improvement and operation of local streets, roads, and highways, state highways and freeways, and public transit systems including rail, and related purposes permitted by the Ordinance, including planning, environmental reviews, engineering and design costs and related right-of-way acquisition and also including, without limitation, administrative, engineering, inspection, legal, fiscal agent, financial consultant and other fees, bond and other reserve funds, working capital, bond or note interest estimated to accrue during the construction period and for a period of not to exceed three years thereafter, and expenses for all proceedings for the authorization, issuance and sale of Notes or Bonds.

“Rating Agency” means Fitch, Moody’s and S&P, but, in each instance, only so long as each such Rating Agency then maintains a rating on the Notes or a Series of Notes, as applicable.

“Rating Category” means: (i) with respect to any long-term rating category, all ratings designated by a particular letter or combination of letters, without regard to any numerical modifier, plus or minus sign or other modifier; and (ii) with respect to any short-term or commercial paper rating

category, all ratings designated by a particular letter or combination of letters and taking into account any numerical modifier, but not any plus or minus sign or other modifier.

“Rebate Fund” means the fund by that name established pursuant to Section 6.06.

“Rebate Requirement” means the Rebate Requirement defined in the Tax Certificate delivered in connection with a Series of Notes.

“Revenue Fund” means the fund of that name established pursuant to Section 5.01(b).

“Revenues” means during any fiscal period the sum of the following amounts for such fiscal period:

- (1) all Sales Tax Revenues; and
- (2) all Swap Revenues; and

(3) any additional revenues or assets of the Authority to be included in the definition of Revenues in accordance with the provisions set forth in Section 3.02 of the Senior Indenture, as supplemented, and Section 3.03 of this Indenture, together with a Supplemental Indenture, as applicable.

“S&P” means S&P Global Ratings, a subsidiary of The McGraw-Hill Companies, and its successors and assigns, except that if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, the term “S&P” shall be deemed to refer to any other nationally recognized statistical rating organization identified as such by the Securities and Exchange Commission and selected by the Authority.

“Sales Tax” means the retail transactions and use applicable in the incorporated and unincorporated territory of the County and imposed pursuant to the provisions of the Transportation Act, the Ordinance and Chapter 5 of the Sales Tax Law, at the rate of one-half of one percent (1/2%) to and including a date not to exceed the Sales Tax Expiration Date.

“Sales Tax Debt” means all outstanding Notes, Parity Debt and Senior Lien Debt secured by the Sales Tax.

“Sales Tax Expiration Date” means the date the Sales Tax is scheduled to expire. As of the date of this Indenture, the Sales Tax Expiration Date is March 31, 2040.

“Sales Tax Law” means Part 1.6 (commencing with Section 7251) of Division 2 of the California Revenue and Taxation Code.

“Sales Tax Revenues” means the amounts collected on account of the retail transactions and use tax imposed in the County pursuant to the Transportation Act and the Ordinance on and after April 1, 2010, 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 taxes collected pursuant to the Transportation Act.

“Securities Depository” means The Depository Trust Company, or, in accordance with then-current guidelines of the Securities and Exchange Commission, such other addresses and/or such other

securities depository, or no such depositories, as the Authority may designate in a Request of the Authority delivered to the Trustee.

“Senior Indenture” means the Indenture, dated as of March 1, 2012, between the Trustee and the Authority, as originally executed or as it may from time to time be supplemented or amended by any supplemental indenture delivered pursuant to the provisions thereof.

“Senior Lien Bonds” means the San Bernardino County Transportation Authority Sales Tax Revenue Bonds (Limited Tax Bonds), 2014 Series A and the San Bernardino County Transportation Authority Sales Tax Revenue Refunding Bonds (Limited Tax Bonds), 2022 Series A and any additional bonds issued pursuant to the Senior Indenture.

“Senior Lien Debt” means all indebtedness or other obligations of the Authority having a lien upon the Revenues which is senior to that of the Notes and any Parity Debt, including, without limitation, the Senior Lien Bonds.

“Senior Lien Trustee” means the financial institution designated as trustee under the Senior Indenture, currently U.S. Bank Trust Company, National Association, or its successor as trustee under such indenture.

“Series” means, whenever used herein with respect to Notes, all of the Notes designated as being of the same series, regardless of variations in maturity, interest rate and other provisions.

“Series A Advance” means each advance of funds from the Series A Credit Facility in accordance with the terms thereof for the payment of the Series A Notes.

“Series A Credit Agreement” means, as of the date of execution and delivery of this Indenture, the Reimbursement Agreement dated as of September 1, 2019, by and between the Series A Credit Provider and the Authority, and as it may from time to time be amended or supplemented pursuant to its terms, including as amended by a First Amendment to Reimbursement Agreement, dated September 11, 2023, by and between the Series A Credit Provider and the Authority, and any similar agreement entered into in connection with delivery of an Alternate Credit Facility for the Series A Notes.

“Series A Credit Facility” means, as of the date of execution and delivery of this Indenture, that certain Irrevocable Direct Pay Letter of Credit issued by the Series A Credit Provider pursuant to the Series A Credit Facility supporting the Series A Notes, for the benefit of Issuing and Paying Agent, and any Alternate Credit Facility for the Series A Notes substituted therefor in accordance with the provisions set forth in Section 6.09 hereof.

“Series A Credit Facility Fund” means the fund by that name established and held by the Issuing and Paying Agent pursuant to Section 7 of the Issuing and Paying Agent Agreement.

“Series Credit Provider” means Barclays Bank PLC, or the issuer or issuers of any Alternate Credit Facility for the Series A Notes.

“Series A Credit Provider Loan” means each loan of funds made by the Series A Credit Provider to repay a Series A Advance in accordance with the terms of the Series A Credit Agreement.

“Series A Credit Provider Note” means that certain revolving note, dated the date of the Series A Credit Facility, issued by the Authority to the Series A Credit Provider evidencing all unpaid

drawings under the Series A Credit Facility and all outstanding principal of, and interest on, Series A Advances and Series A Credit Provider Loans.

“Series A Dealer” means BofA Securities, Inc., or any successor or assign, permitted under the Series A Dealer Agreement, or any other Dealer for the Series A Notes which has entered into a Dealer Agreement with the Authority.

“Series A Dealer Agreement” means, as of the date of execution and delivery of this Indenture, the Commercial Paper Dealer Agreement, dated as of September 1, 2019, between the Authority and the Series A Dealer, as it may from time to time be amended or supplemented pursuant to its terms, including as amended by that certain First Amendment to Commercial Paper Dealer Agreement, dated as of September 11, 2023, or any other Series A Dealer Agreement entered into by the Authority with a Series A Dealer with respect to the Series A Notes.

“Series A Master Note” means the Master Note delivered in connection with the Series A Notes.

“Series A Note Fund” means the fund by that name established and held by the Issuing and Paying Agent pursuant to the Issuing and Paying Agent Agreement.

“Series A Note Interest Account” means an account by that name established within the Series A Note Fund and held by the Issuing and Paying Agent pursuant to Section 6 of the Issuing and Paying Agent Agreement.

“Series A Note Principal Account” means an account by that name established within the Series A Note Fund and held by the Issuing and Paying Agent pursuant to Section 6 of the Issuing and Paying Agent Agreement.

“Series A Notes” means the San Bernardino County Transportation Authority Subordinate Sales Tax Revenue Commercial Paper Notes, Series A, authorized by this Indenture, and at any time Outstanding pursuant hereto.

“Series Proceeds Fund” means the fund by that name established and held by the Authority pursuant to Section 4.01 hereof.

“SIFMA Swap Index” means Securities Industry and Financial Markets Association Municipal Swap Index as of the most recent date such index was published by the Securities Industry and Financial Markets Association or any successor thereto, or in the event such index is no longer published by the Securities Industry and Financial Markets Association or any successor thereto, such comparable replacement index as shall be published by the Securities Industry and Financial Markets Association or any successor thereto. In the event that such comparable replacement index is no longer published by the Securities Industry and Financial Markets Association or any successor thereto, an alternative index shall be selected by the Authority.

“State” means the State of California.

“Subordinate Obligations” means any obligations of the Authority secured by and payable from Revenues on a basis which is subordinate to the Notes and Parity Debt, including, without limitation, Credit Provider fees, Dealer fees, and fees, expenses and termination payments on Interest Rate Swap Agreement entered into in connection with Senior Lien Debt, Notes or Parity Debt.

“Subordinate Obligations Fund” means the fund by that name to be established and held by the Trustee pursuant to Section 5.05.

“Subsidy Payments” means payments to be made by the United States Treasury to the Trustee, for credit to the accounts held by the Trustee on behalf of the Authority, with respect to the interest due on a Series of Bonds that qualify for one or more direct subsidy payments or other form of credits or payments pursuant to the Code, including, without limitation, pursuant to Section 54AA or Section 6431 of the Code or any successor to either such provision.

“Supplemental Indenture” means any supplement to this Indenture hereafter duly authorized, executed and delivered by the Authority and the Trustee, supplementing, modifying or amending this Indenture, but only if and to the extent that such Supplemental Indenture is specifically authorized hereunder.

“Swap Revenues” means 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.

“Tax Certificate” means the Tax Certificate delivered by the Authority in connection with the Initial Series of Notes, as originally executed and as it may from time to time be amended or supplemented pursuant to its terms, including, without limitation, as amended or supplemented in connection with a new commercial paper program as described therein, or the Tax Certificate delivered by the Authority in connection with the issuance of any additional Series of Notes.

“Term Bonds” means Sales Tax Debt payable at or before their specified maturity date or dates from Mandatory Sinking Account Payments established for that purpose and calculated to retire such Sales Tax Debt on or before their specified maturity date or dates.

“Transportation Act” means the Local Transportation Authority and Improvement Act, Chapter 5 of Division 19 of the Public Utilities Code of the State of California (Section 180200 *et seq.*), as such may be amended from time to time hereafter.

“Trustee” means U.S. Bank Trust Company, National Association, a national banking association duly organized and existing under the laws of the United States of America, or its successor, as Trustee under this Indenture, as provided in Section 8.01.

“Variable Rate Indebtedness” means any indebtedness, including Bonds, Parity Obligations and Subordinate Obligations, the interest rate on which is not fixed at the time of incurrence of such indebtedness, and has not at some subsequent date been fixed, at a single numerical rate or rates for the entire term of the indebtedness.

Section 1.02 Equality of Security. In consideration of the acceptance of the Notes by the Owners thereof, this Indenture shall be deemed to be and shall constitute a contract among the Authority, the Trustee, and the Owners from time to time of all Notes authorized, issued and delivered hereunder and then Outstanding to secure the full and final payment of the interest on and principal of all Notes which may from time to time be authorized, issued and delivered hereunder and to secure all Parity Debt owed to any Credit Provider, subject to the agreements, conditions, covenants and provisions contained herein, and all agreements and covenants set forth herein to be performed by or

on behalf of the Authority or the Trustee shall be for the equal and proportionate benefit, protection and security of all Owners of the Notes, without distinction, preference, priority as to security or otherwise of any of the Notes over any of the other Notes by reason of the number or date thereof or the time of authorization, sale, issuance or delivery thereof or for any cause whatsoever, except as expressly provided therein or herein.

Section 1.03 Content of Certificates and Opinions. Every Certificate of the Authority or opinion provided for in this Indenture with respect to compliance with any provision hereof shall include: (1) a statement that the person making or giving such Certificate of the Authority or opinion has read such provision and the definitions herein relating thereto; (2) a brief statement as to the nature and scope of the examination or investigation upon which the Certificate of the Authority or opinion is based; (3) a statement that, in the opinion of such person, he has made or caused to be made such examination or investigation as is necessary to enable him to express an informed opinion with respect to the subject matter referred to in the Certificate of the Authority or opinion to which his signature is affixed; and (4) a statement as to whether, in the opinion of such person, such provision has been complied with.

Any such Certificate of the Authority or opinion made or given by an Authorized Representative of the Authority may be based, insofar as it relates to legal or accounting matters, upon a certificate or opinion of or representation by counsel, an accountant, a financial advisor, an investment banker or an independent consultant, unless such Authorized Representative of the Authority knows, or in the exercise of reasonable care should have known, that the certificate, opinion or representation with respect to the matters upon which such certificate or statement may be based, as aforesaid, is erroneous. Any such certificate or opinion made or given by counsel, an accountant, a financial advisor, an investment banker or an independent consultant may be based, insofar as it relates to factual matters (with respect to which information is in the possession of the Authority) upon a certificate or opinion of or representation by an officer of the Authority, unless such counsel, accountant, financial advisor, investment banker or independent consultant knows, or in the exercise of reasonable care should have known, that the certificate or opinion or representation with respect to the matters upon which such person's certificate or opinion or representation may be based, as aforesaid, is erroneous. The same Authorized Representative of the Authority, or the same counsel or accountant or financial advisor or investment banker or independent consultant, as the case may be, need not certify to all of the matters required to be certified under any provision of this Indenture, but different officers, counsel, accountants, financial advisors, investment bankers or independent consultants may certify to different matters, respectively.

ARTICLE II

THE NOTES

Section 2.01 Authorization of Notes.

(a) Notes may be issued hereunder, in registered form, from time to time in order to obtain moneys to carry out the purposes authorized by this Indenture. The maximum principal amount of Notes which may be issued hereunder is not limited; subject, however, to any limitations contained in the Transportation Act and to the right of the Authority, which is hereby reserved, to limit the aggregate principal amount of Notes which may be issued and Outstanding at any one time hereunder. The Notes authorized to be issued under this Indenture are designated generally as the "San Bernardino County Transportation Authority Subordinate Sales Tax Revenue Commercial Paper Notes

(Limited Tax Bonds),” each Series thereof to bear such additional designation as may be necessary or appropriate to distinguish such Series from every other Series of Notes.

(b) A Series of Notes entitled “Series A” is hereby authorized to be issued. The Series A Notes shall be issued from time to time as provided herein to finance and refinance the costs of the Project and Costs of Issuance incurred in connection therewith. Proceeds of the Series A Notes may also be used to pay principal of and interest on maturing Series A Notes, to reimburse each Series A Credit Provider for Series A Advances and Series A Credit Provider Loans used to pay maturing Series A Notes and to pay fees and expenses related to the Notes. Such authorization specifically includes the authorization to issue and reissue Series A Notes for such purposes. The aggregate principal amount of Series A Notes that may be Outstanding hereunder at any one time shall not exceed twenty-five million dollars (\$25,000,000); provided, however, that in the event the Issuing and Paying Agent shall have made a draw on the Series A Credit Facility pursuant to the terms of the Series A Credit Agreement to pay principal of, or, if provided pursuant to the terms of such Series A Credit Agreement, principal of and interest on, the Series A Notes which the Authority shall not have repaid, the aggregate principal amount of the Series A Notes Outstanding at any one time shall not exceed twenty-five million dollars (\$25,000,000) less the aggregate principal amount of such draw used to pay the principal of Series A Notes at maturity and provided further that the interest to accrue to maturity on the Outstanding Notes shall not exceed the interest portion of the Available Amount.

Section 2.02 Terms of the Notes.

(a) The Notes shall be dated the date of their respective authentication and issuance; shall be issued in registered form, registered as designated by the applicable Dealer, subject to the provisions regarding delivery of Notes in book-entry form set forth in Section 2.10 hereof; shall be issued in denominations of \$100,000 and in integral multiples of \$1,000 in excess thereof; and interest on the Notes shall be separately stated by rate and amount on the face of each Note. Notes shall bear interest from their respective dates, payable on their respective maturity dates.

(b) The Notes: (i) shall bear interest payable at maturity at a rate not to exceed twelve percent (12%) per annum calculated on the basis of a year consisting of 365/366 days and actual number of days elapsed; (ii) shall mature on a Business Day not more than two hundred seventy (270) days after their respective dates of issuance, but in no event later than five (5) days prior to the applicable Credit Facility Expiration Date, or beyond the Sales Tax Expiration Date, or beyond thirty (30) years from the date of initial issuance of Notes of such Series, as provided in the Tax Certificate, delivered in connection with Notes of such Series; and (iii) except in the case of a Series of Notes the interest with respect to which is not expected to be excluded from gross income for federal income tax purposes under the Code, shall be sold at a price of not less than one hundred percent (100%) of the principal amount thereof. The stated interest rate, maturity date and other terms of each Note, so long as not inconsistent with the terms of this Indenture, shall be as set forth in the Issuance Request required to be delivered pursuant to Section 3.01 hereof directing the issuance of such Note.

(c) The Notes shall not be subject to prepayment or redemption prior to maturity.

(d) Within each Series, Notes shall be numbered consecutively from No. 1 upward. The Issuing and Paying Agent may make additional provisions for numbering, including additional prefixes and suffixes, as it may deem appropriate.

(e) The principal of and the interest on the Notes shall be paid in federal or other immediately available funds in such coin or currency of the United States of America as, at the respective times of payment, is legal tender for the payment of public and private debts. The principal of and the interest on the Notes, if any, shall be payable at the Corporate Trust Office of the Issuing and Paying Agent on or before the close of business on any Business Day upon which such Notes have become due and payable, provided that such Notes are presented and surrendered on a timely basis. Upon presentation of such a Note to the Issuing and Paying Agent no later than 2:00 p.m. New York City time on a Business Day, payment for such Note shall be made by such Issuing and Paying Agent in immediately available funds on such Business Day. If a Note is presented for payment after 2:00 p.m. New York City time on a Business Day, payment therefor shall be made by the Issuing and Paying Agent on the next succeeding Business Day without the accrual of additional interest thereon.

Notwithstanding the provisions set forth in this Section 2.02: (i) in the event that a Series of Notes is issued in the form of a Master Note or Master Notes in book-entry form, Notes of such Series shall be payable at maturity without the necessity of physical presentation or surrender in accordance with the procedures of the Depository for such Series of Notes; and (ii) in the event that the Authority determines to issue a taxable Series of Notes, the terms of such taxable Series of Notes shall be set forth in the Supplemental Indenture creating such taxable Series of Notes.

Section 2.03 Form of Notes. The Series A Notes shall be in the form set forth in Exhibit A hereto. The Notes of any other Series shall be in such form or forms as may be specified in the Supplemental Indenture creating such Series.

Notwithstanding the foregoing, the Authority may deliver the Notes of any Series, including the Series A Notes, in the form of a Master Note, representing all Notes of such Series to be issued from time to time, each maturing no later than the date determined pursuant to Section 2.02(b)(ii). Each Master Note may be replaced by a new Master Note having a later maturity date, if applicable, so long as the maturity date thereof does not extend beyond the date determined pursuant to Section 2.02(b)(ii), as the same may be extended from time to time. Each Master Note shall evidence indebtedness of the Authority as set forth in the Advices delivered in connection with such Master Note. Each Advice shall comply with the limitations on Notes set forth in Section 2.01 and Section 2.02. The aggregate indebtedness evidenced by any Master Note shall at all times equal or be less than the amount available to be drawn under the Credit Facility then in effect with respect to the Series of Notes to which the Master Note relates. References herein to Notes when a Master Note has been issued therefor shall refer to the indebtedness under the Master Note or the Advices delivered with respect thereto.

Section 2.04 Execution of Notes. The Notes shall be executed in the name and on behalf of the Authority by the facsimile or manual signature of the President of the Board or any Vice President of the Board and shall be countersigned by the facsimile or manual signature of the Auditor-Controller of the Authority. For all purposes of this Section 2.04, the Chief Financial Officer of the Authority shall be deemed to be the Auditor-Controller of the Authority. In case any of the officers who shall have signed or countersigned any of the Notes shall cease to be such officer or officers of the Authority before the Notes so signed or countersigned shall have been authenticated or delivered by the Issuing and Paying Agent or issued by the Authority, such Notes may nevertheless be authenticated, delivered and issued and, upon such authentication, delivery and issue, shall be as binding upon the Authority as though those who signed and countersigned the same had continued to be such officers of the Authority.

Section 2.05 Authentication of Notes.

(a) Each Note shall be authenticated by manual signature of the Issuing and Paying Agent who shall, pursuant to the provisions hereof, authenticate and deliver Notes in accordance with the terms of an Issuance Request delivered pursuant to Section 3.01 hereof.

(b) Notwithstanding anything contained herein or in the Issuing and Paying Agent Agreement to the contrary, the Issuing and Paying Agent shall not authenticate: (i) any Series A Note except in compliance with the provisions set forth in Section 5(e) and Section 5(f) of the Issuing and Paying Agent Agreement.

(c) Notwithstanding anything contained herein or in the Issuing and Paying Agent Agreement to the contrary, the Issuing and Paying Agent shall not: (i) authenticate any Note of any other Series unless the requirements regarding authentication of such Series of Notes set forth in the Supplemental Indenture creating such Series of Notes shall have been met; and (ii) except in compliance with the provisions set forth in Section 5(g) and Section 5(h) of the Issuing and Paying Agent Agreement.

(d) Only such of the Notes as shall bear thereon a certificate of authentication substantially in the form set forth in Exhibit A hereto or as set forth in the Supplemental Indenture creating such Series of Notes, manually executed by the Issuing and Paying Agent, shall be valid or obligatory for any purpose or entitled to the benefits of this Indenture, and such certificate of authentication when manually executed by the Issuing and Paying Agent shall be conclusive evidence that the Notes so authenticated have been duly executed, authenticated and delivered hereunder and are entitled to the benefits of this Indenture.

Section 2.06 Transfer of Notes. Any Note may, in accordance with its terms, be transferred, upon the register required to be kept pursuant to the provisions of Section 2.08, by the person in whose name it is registered, in person or by such person's duly authorized attorney, upon surrender of such Note for cancellation, accompanied by delivery of a written instrument of transfer, duly executed in a form approved by the Issuing and Paying Agent. Whenever any Note or Notes shall be surrendered for transfer, the Authority shall execute and the Issuing and Paying Agent shall authenticate and deliver a new Note or Notes, of the same Series, maturity and interest rate and for a like aggregate principal amount. The Issuing and Paying Agent shall require the Owner of the Note requesting such transfer to pay any tax or other governmental charge required to be paid with respect to such transfer.

Section 2.07 Exchange of Notes. Notes may be exchanged at the Corporate Trust Office of the Issuing and Paying Agent for a like aggregate principal amount of Notes of other authorized denominations of the same Series, maturity and interest rate. The Issuing and Paying Agent shall require the Owner of the Note requesting such exchange to pay any tax or other governmental charge required to be paid with respect to such exchange.

Section 2.08 Registration of Notes. The Issuing and Paying Agent will keep or cause to be kept at its Corporate Trust Office sufficient books for the registration and transfer of Notes, which shall at all times be open to inspection during normal business hours by the Authority upon reasonable prior notice, and upon presentation for such purpose, the Issuing and Paying Agent shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on such books, the Notes, as hereinbefore provided.

Section 2.09 Notes Mutilated, Lost, Destroyed or Stolen. If any Note shall become mutilated, the Authority, at the expense of the Holder of said Note, shall execute and deliver a new Note of like tenor, Series and number in exchange and substitution for the Note so mutilated, but only upon surrender to the Issuing and Paying Agent of the Note so mutilated. If any Note shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the Authority and the Issuing and Paying Agent and, if such evidence be satisfactory to the Authority and the Issuing and Paying Agent and indemnity satisfactory to the Authority and the Issuing and Paying Agent shall be given, the Authority, at the expense of the Owner, shall execute and deliver a new Note of like tenor and Series in lieu of and in substitution for the Note so lost, destroyed or stolen. Neither the Authority nor the Issuing and Paying Agent shall be required to treat both the original Note and any replacement Note as being Outstanding for the purpose of determining the principal amount of Notes which may be issued hereunder, but both the original and the replacement Note shall be treated as one and the same.

Section 2.10 Special Provisions Regarding Book-Entry Only System for Notes.

(a) Except as may otherwise be provided in a Supplemental Indenture establishing the terms and provisions of an additional Series of Notes, and except as otherwise provided in subsections (b) and (c) of this Section 2.10, each Series of Notes shall be initially issued in book-entry form and shall be registered in the name of Cede & Co., as nominee for DTC, or in the name of such other nominee as the Depository for such Series of Notes shall request pursuant to the Letter of Representations delivered in connection with such Series of Notes. Payment of the interest on any Note registered in the name of Cede & Co. or any other nominee (hereinafter referred to as a “Nominee”) shall be made in the manner and at the address indicated in or pursuant to the Letter of Representations delivered in connection with such Series of Notes.

(b) Each Series of Notes shall be initially issued in the form of a separate single authenticated fully registered Master Note. Upon initial issuance, except as otherwise provided in subsection (a) of this Section 2.10, the ownership of Notes of all Series shall be registered in the registration records maintained by the Issuing and Paying Agent pursuant to Section 2.08 hereof in the name of the Nominee for such Series of Notes. The Authority and the Issuing and Paying Agent may treat each Depository as the sole and exclusive owner of the Notes registered in its name or the name of its Nominee for the purposes of payment of the principal of and interest on the Series of Notes to which such Note belongs, giving any notice permitted or required to be given to Owners hereunder, registering the transfer of Notes, obtaining any consent or other action to be taken by Owners of the Notes and for all other purposes whatsoever; and neither the Authority nor the Issuing and Paying Agent shall be affected by any notice to the contrary. Neither the Authority nor the Issuing and Paying Agent shall have any responsibility or obligation to any participant in a Depository (hereinafter referred to as a “Participant”), any person claiming a beneficial ownership interest in the Notes under or through a Depository or any Participant, or any other person which is not shown on the registration records as being an Owner, including, but not limited to, any responsibility or obligation with respect to (i) the accuracy of any records maintained by any Depository or any Participant, (ii) the payment by any Depository or any Participant of any amount in respect of the principal of, or interest on the Notes, (iii) the delivery of any notice which is permitted or required to be given to Owners of Notes hereunder, (iv) any consent given or other action taken by any Depository as Owner of Notes, or (v) any other purpose. The Issuing and Paying Agent shall pay all principal of, and interest on the Notes only at the times, to the accounts, at the addresses and otherwise in accordance with the Letter of Representations, and all such payments shall be valid and effective to satisfy fully and discharge the Authority’s obligations with respect to the principal of, and interest on the Notes to the extent of the sum or sums

so paid. Upon delivery by any Depository to the Issuing and Paying Agent of written notice to the effect that any Depository has determined to substitute a new nominee in place of its then existing Nominee, the Notes will be transferable to such new nominee in accordance with subsection (e) of this Section 2.10.

(c) In the event that the Authority determines that it is in the best interests of the beneficial owners of the Notes of any Series that they be able to obtain note certificates, the Issuing and Paying Agent shall, upon the Request of the Authority, so notify each Depository, whereupon pursuant to the Letter of Representations, each Depository shall notify the Participants of the availability of note certificates. In such event, the Notes will be transferable in accordance with subsection (e) of this Section 2.10. Any Depository may determine to discontinue providing its services with respect to the Notes at any time by giving written notice of such discontinuance to the Authority and the Issuing and Paying Agent and discharging its responsibilities with respect thereto under applicable law. In such event, the Notes will be transferable in accordance with subsection (e) of this Section 2.10. Whenever any Depository requests the Authority and any Issuing and Paying Agent to do so, the Issuing and Paying Agent and the Authority will cooperate with such Depository in taking appropriate action after reasonable notice to arrange for another depository to maintain custody of all certificates evidencing the Notes then Outstanding. In such event, the Notes will be transferable to such depository in accordance with subsection (e) of this Section 2.10, and thereafter, all references in this Indenture to such depository or its Nominee shall be deemed to refer to such securities depository and its nominee, as appropriate.

(d) In connection with any successor nominee for DTC or any other Depository or any successor to DTC or any other Depository, the Issuing and Paying Agent is hereby authorized and requested to enter into arrangements comparable to those entered into with DTC in connection with the Initial Series of Notes, and the Issuing and Paying Agent shall have the same rights and immunities with respect to its actions thereunder as it has with respect to its actions under this Indenture.

(e) In the event that any transfer or exchange of Notes is authorized under subsection (b) or (c) of this Section 2.10, such transfer or exchange shall be accomplished upon receipt by the Issuing and Paying Agent from the registered owner thereof of the Notes to be transferred or exchanged and appropriate instruments of transfer to the permitted transferee, all in accordance with the applicable provisions of Sections 2.06 and 2.07 hereof. In the event note certificates are issued to Owners other than Cede & Co., its successor as nominee for DTC as holder of all the Notes, another securities depository as holder of all the Notes, or the nominee of such successor securities depository, the provisions of Sections 2.02, 2.06 and 2.07 hereof shall also apply to, among other things, the registration, exchange and transfer of the Notes and the method of payment of principal of and interest on the Notes.

(f) Notwithstanding any other provision of this Indenture to the contrary, so long as any Series of Notes are issued in the form of a Master Note, all payments with respect to principal of and interest on such Notes and all notices with respect to such Notes shall be made and given, respectively, as provided in the Letter of Representations delivered in connection with such Series of Notes or as otherwise instructed in writing by the Depository.

ARTICLE III

ISSUE AND SALE OF NOTES; APPLICATION OF PROCEEDS; ADDITIONAL NOTES; PARITY DEBT

Section 3.01 Issuance and Sale of Notes.

(a) Except as otherwise provided in Section 2.10 with respect to issuance of a Series of Notes in book-entry form, whenever an Authorized Representative determines that the Authority shall sell or issue Notes, such Authorized Representative shall deliver an Issuance Request to the Issuing and Paying Agent and the Trustee prescribing the terms of such Notes and the sale or issuance thereof in accordance with Section 2.02, and representing: (i) that all action on the part of the Authority necessary for the valid issuance of the Notes then to be issued has been taken and has not been rescinded or revoked; (ii) that all provisions of State and federal law necessary for the valid issuance of such Notes and (except in the case of a Series of Notes, the interest with respect to which is not expected to be excluded from gross income for federal income tax purposes) necessary to provide that interest thereon is excludable from gross income for purposes of federal income taxes and is exempt from State of California personal income taxes have been complied with; (iii) that interest on the Notes is excludable from gross income for purposes of federal income taxes and is exempt from State of California personal income taxes, provided, that such representation need not be provided in the case of a Series of Notes, the interest with respect to which is not expected to be excluded from gross income for federal income tax purposes; and (iv) that such Notes in the hands of the Owners thereof will be valid and binding limited obligations of the Authority enforceable according to their terms. Each such Issuance Request shall also certify or constitute a representation and warranty that as of the date of such Issuance Request:

(1) no Event of Default under Section 7.01 has occurred and is continuing as of the date of such Issuance Request;

(2) the Authority is in compliance with the covenants set forth in Article VI hereof, including, without limitation, the tax covenants contained in Section 6.06 and 6.07, and is in compliance with the covenants set forth in Section 1.8.2 of the Tax Certificate, as of the date of such Issuance Request, except in the case of a Series of Notes the interest with respect to which is not expected to be excluded from gross income for federal income tax purposes under the Code; and

(3) no Notice of No Issuance has been received from the related Credit Provider.

Upon receipt of an Issuance Request, the Issuing and Paying Agent shall authenticate and deliver the Notes to the applicable Dealer for the consideration and in the manner hereinafter and in the Issuing and Paying Agent Agreement provided, but only if the Issuing and Paying Agent shall have received such Issuance Request no later than 12:00 p.m. New York City time on the Business Day on which such Notes are to be delivered. If an Issuance Request is received after 12:00 p.m. New York City time on a given day, the Issuing and Paying Agent shall not be obligated to deliver the requested Notes until the next succeeding Business Day.

(b) Upon receipt of an Issuance Request which shall be transmitted by the Authority in accordance with the provisions set forth in the Issuing and Paying Agent Agreement, the Issuing and Paying Agent shall, by 2:00 p.m. New York City time on such day, complete each Note

then to be delivered as to principal amount, date of issue, registered owner (which shall be registered in accordance with the instructions for registration provided by the applicable Dealer), maturity date, interest rate and interest amount specified in such Issuance Request, authenticate each such Note and deliver it to the applicable Dealer. Such Dealer shall, by 2:15 p.m. New York City time on such day, pursuant to the provisions set forth in the Dealer Agreement, pay to the Issuing and Paying Agent, in immediately available funds, the aggregate purchase price for such Notes.

(c) Notwithstanding any other provision of this Indenture or the Issuing and Paying Agent Agreement to the contrary, no such Notes shall be delivered by the Issuing and Paying Agent if the delivery of such Notes would result in violation of any of the prohibitions respecting authentication of Notes set forth in Section 2.05. If the Issuing and Paying Agent is unable to comply with an Issuance Request due to a failure to comply with the conditions set forth in Section 2.05, the Issuing and Paying Agent shall promptly notify the Authority, the Trustee and the applicable Dealer of the circumstances prohibiting the issuance of Notes.

(d) Notwithstanding any other provision of this Indenture or the Issuing and Paying Agent Agreement to the contrary, so long as any Series of Notes is issued in book-entry form as provided in Section 2.10, the Issuing and Paying Agent shall deliver Notes of such Series in accordance with the terms of the Letter of Representations delivered in connection with such Series of Notes.

Section 3.02 Proceeds of Sale of a Series of Notes.

(a) Except as is otherwise provided in the Supplemental Indenture establishing the terms and provisions of a Series of Notes issued subsequent to the Series A Notes, upon receipt from a Dealer of the proceeds of issuance and sale of a Series of Notes, the Issuing and Paying Agent shall:

(1) deposit such proceeds to the credit of the applicable Dealer Note Principal Account in the applicable Note Fund created pursuant to the Issuing and Paying Agent Agreement entered into in connection with such Series of Notes, to the extent necessary for the reimbursement of Advances under the Credit Facility delivered in connection with such Series of Notes or for the reimbursement of Credit Provider Loans or for the payment of the principal of and interest on Notes of the applicable Series then due and payable or becoming due and payable on the day of receipt of such proceeds, provided, however, that such proceeds shall be applied to the payment of the principal of and interest on Notes of the applicable Series then due and payable or becoming due and payable on the day of receipt of such proceeds only to the extent that amounts held on deposit in the applicable Credit Facility Fund are insufficient to pay such principal or interest; and

(2) transfer the balance of such proceeds to the Trustee for application in accordance with the written directions of the Authority set forth in the Issuance Request delivered by the Authority in connection with such Notes.

(b) Except as is otherwise provided in the Supplemental Indenture establishing the terms and provisions of a Series of Notes issued subsequent to the Series A Notes, upon receipt from the Issuing and Paying Agent of proceeds of issuance and sale of a Series of Notes, the Trustee shall deposit such proceeds in the applicable Proceeds Fund and shall apply such proceeds in accordance with the written directions of the Authority set forth in the Issuance Request delivered by the Authority in connection with such Series of Notes.

Section 3.03 Issuance of Additional Series of Notes. The Authority may by Supplemental Indenture establish one or more additional Series of Notes, payable from Revenues and secured by the pledge made under the Transportation Act and this Indenture equally and ratably with the Initial Series of Notes and any other Series of Notes previously issued, and the Authority may issue, and the Issuing and Paying Agent or Trustee, as applicable, may authenticate and deliver to the Dealer thereof, Notes of any Series so established, in such principal amount as shall be determined by the Authority, but only, with respect to each such additional Series of Notes issued hereunder after the Initial Series of Notes, upon compliance by the Authority with the provisions of Section 3.04 and Section 3.05 and any additional requirements set forth in said Supplemental Indenture, and subject to the following specific conditions, which are hereby made conditions precedent to the issuance of any such additional Series of Notes:

- (a) No Event of Default shall have occurred and then be continuing.
- (b) The aggregate principal amount of Notes authorized to be issued hereunder, together with all outstanding Senior Lien Debt and Parity Debt, shall not in combination exceed any limitation imposed by the Ordinance, the Authority Act or the Transportation Act or by any Supplemental Indenture.
- (c) The Authority shall have placed on file with the Trustee and each Credit Provider a Certificate of the Authority certifying that the amount of Revenues, for any period, selected by the Authority, of twelve (12) consecutive months during the eighteen (18) months immediately preceding the date of the proposed issuance will be at least equal to one and ten hundredths (1.1) times the Maximum Annual Debt Service on all Sales Tax Debt then Outstanding, including the additional Series of Notes then proposed to be issued, provided that, as long as the loan, dated April 26, 2019 from United States Department of Transportation, acting by and through the Executive Director of the Build America Bureau relating to the Authority's California Interstate 10 express lanes, is outstanding such amount shall be at least equal to one and fifty hundredths (1.5) times the Maximum Annual Debt Service on all Sales Tax Debt then Outstanding, including the additional Series of Notes then proposed to be issued, as provided in Section 3.05(D) of the Senior Indenture.
- (d) The aggregate principal amount of Notes issued hereunder, together with interest thereon to maturity, shall not exceed the amount available to be drawn under the Credit Facility or Alternate Credit Facility then providing credit and liquidity support for the Notes.
- (e) No Notice of No-Issuance shall have been delivered by the Credit Provider.

Nothing in this Section or in this Indenture shall prevent or be construed to prevent the Supplemental Indenture providing for the issuance of an additional Series of Notes from pledging or otherwise providing, in addition to the security given or intended to be given by this Indenture, additional security for the benefit of such additional Series of Notes or any portion thereof.

In the event additional assets or revenues are included within the definition of "Sales Tax Revenues" by a Supplemental Indenture, such additional assets or revenues shall be included in the computations to be provided pursuant to subsection (c) above as if such additional assets or revenues had always been included within the definition of Sales Tax Revenues.

Section 3.04 Proceedings for Issuance of Additional Series of Notes. Whenever the Authority shall determine to issue an additional Series of Notes pursuant to Section 3.03, the Authority

shall authorize the execution of a Supplemental Indenture which shall specify the aggregate principal amount of such Series of Notes, which shall prescribe the terms and conditions of such Series of Notes, including the Series designation, forms, authorized denominations and the liquidity or credit facility to be provided with respect to such Series of Notes and which shall include such other provisions as are necessary or appropriate and not inconsistent with the terms of this Indenture.

Before such additional Series of Notes shall be issued and delivered, the Authority shall file the following documents with the Trustee, the Issuing and Paying Agent and each Credit Provider:

- (a) An executed copy of the Supplemental Indenture authorizing the issuance of such additional Series of Notes;
- (b) An executed copy of the Credit Facility, the Issuing and Paying Agent Agreement, the Credit Agreement and the Dealer Agreement executed in connection with the issuance and delivery of such additional Series of Notes;
- (c) A Certificate of the Authority stating that no Event of Default has occurred and is then continuing; and that upon the delivery of such Series of Notes, the aggregate principal amount of Notes then Outstanding will not exceed the amount permitted by law or by this Indenture;
- (d) An Opinion of Bond Counsel to the effect that the execution of the Supplemental Indenture has been duly authorized by the Authority and that such Series of Notes, when duly executed by the Authority and authenticated and delivered by the Issuing and Paying Agent in accordance with this Indenture and the Issuing and Paying Agent Agreement, will be valid and binding limited obligations of the Authority;
- (e) The Certificate of the Authority required to be delivered pursuant to Section 3.03(c) hereof;
- (f) A Certificate of the Authority containing such statements as may be reasonably necessary to show compliance with the conditions for the issuance of such additional Series of Notes as are contained herein; and
- (g) Such further documents, money or securities as are required by the provisions of the Supplemental Indenture providing for the issuance of such additional Series of Notes.

A copy of all documents provided to the Trustee and the Issuing and Paying Agent pursuant to this Section shall also be provided to each Credit Provider.

Section 3.05 Issuance of Refunding Debt.

(a) Refunding debt may be authorized and issued by the Authority without compliance with the provisions set forth in Section 3.03 and Section 3.04 hereof; provided that no Note, Advance or Credit Provider Loan shall be deemed to constitute refunding debt or be subject to the provisions of this section. Such refunding debt may be issued as Parity Debt in accordance with the provisions set forth in Section 3.06 hereof or as Senior Lien Debt and may be applied to refund Sales Tax Debt. Such refunding debt may be issued in an aggregate principal amount sufficient (together with any additional funds available or to become available) to provide funds for payment of all of the following:

(1) The principal or redemption price, if applicable, of the outstanding Notes or Parity Debt or Senior Lien Debt to be refunded.

(2) All expenses incident to the calling, retiring or paying of such outstanding Notes or Parity Debt or Senior Lien Debt and the costs of issuance of such refunding debt.

(3) Interest on all outstanding Notes or Parity Debt or Senior Lien Debt to be refunded to the date such Notes or Parity Debt or Senior Lien Debt will be called for redemption or paid at maturity, as applicable.

(4) Interest on the refunding debt from the date thereof to the date of payment or redemption of the Notes or Parity Debt or Senior Lien Debt to be refunded.

(b) Before such refunding debt shall be issued and delivered, the Authority shall file the following documents with the Trustee:

(1) A transcript of the proceedings providing for the issuance of such refunding debt.

(2) An Opinion of Bond Counsel to the effect that (i) such refunding debt has been duly authorized by the Authority in accordance with this Indenture and that such refunding debt constitutes a valid and binding obligation of the Authority, and (ii) that the refunded debt is deemed to be paid or defeased and to be no longer outstanding or, if such refunding debt is issued pursuant to a crossover refunding, that such refunding debt shall not be deemed to constitute Parity Debt until the refunded debt is redeemed.

(3) If any of the debt to be refunded is to be redeemed prior to its stated maturity date, irrevocable instructions to the trustee for such debt to give the applicable notice of redemption or a waiver of the notice of redemption signed by the owners of all or the portion of such debt to be redeemed, or proof that such notice has been given by the Authority; provided, however, that in lieu of such instructions or waiver or proof of notice of redemption, the Authority may cause to be deposited with the trustee for such debt all of the debt proposed to be redeemed (whether cancelled or uncanceled) with irrevocable instructions to the trustee for such debt to cancel said debt so to be redeemed upon the exchange and delivery of said refunding debt; and provided further that no provision of this Indenture shall be construed to require the redemption of such debt prior to the maturity date thereof due to the refunding thereof.

A copy of all documents provided to the Trustee pursuant to this subsection shall also be provided to each Credit Provider.

(c) The proceeds of the sale of refunding debt shall be applied to the retirement of the outstanding Sales Tax Debt for the refunding of which said refunding debt is being issued, in each instance, in accordance with the instructions of the Authority delivered in connection with the issuance of such refunding debt. All Sales Tax Debt purchased, redeemed or retired by use of funds received from the sale of refunding debt, and all Sales Tax Debt surrendered to the trustee for such debt against the issuance of refunding debt, shall be forthwith cancelled and shall not be reissued.

No Note of any Series nor any Advance nor any Credit Provider Loan shall be deemed to constitute refunding debt.

Section 3.06 Limitations on the Issuance of Obligations Payable from Revenues. The Authority will not, so long as any of the Sales Tax Debt are outstanding, issue any obligations or securities, howsoever denominated, payable in whole or in part from or secured by Revenues, except the following:

- (a) Notes of any additional Series Authorized pursuant to Sections 3.03 and 3.04.
- (b) Refunding debt authorized pursuant to Section 3.05.
- (c) Parity Debt, provided that the following conditions to the issuance of such Parity Debt are satisfied:
 - (1) Such Parity Debt has been duly and legally authorized for any lawful purpose of the Authority;
 - (2) No Event of Default shall have occurred and then be continuing, as evidenced in a Certificate of the Authority filed with the Trustee;
 - (3) Unless such Parity Debt is being issued for purposes of refunding in accordance with the provisions set forth in Section 3.05, the Authority shall have placed on file with the Trustee and each Credit Provider, a Certificate of the Authority, upon which the Trustee and each Credit Provider may conclusively rely, demonstrating and certifying (on the basis of calculations as of the date of sale of such Parity Debt, which calculations shall be set forth in such Certificate) that the requirements described in Section 3.03(c) with respect to the issuance of an additional Series of Notes have been met with respect to such Parity Debt;
 - (4) The Authority shall have filed with the Trustee an Opinion of Bond Counsel to the effect that such Parity Debt has been duly authorized in accordance with this Indenture and that such Parity Debt constitutes a valid and binding obligation of the Authority; and
 - (5) The Authority shall deliver to the Trustee a transcript of the proceedings providing for the issuance of such Parity Debt.
- (d) Senior Lien Debt, provided the following conditions to the issuance of such Senior Lien Debt are satisfied:
 - (1) Such Senior Lien Debt has been duly and legally authorized for any lawful purpose of the Authority;
 - (2) No Event of Default shall have occurred and then be continuing, as evidenced in a Certificate of the Authority filed with the Trustee;
 - (3) Unless such Senior Lien Debt is being issued for purposes of refunding in accordance with the provisions set forth in Section 3.05, the Authority shall have placed on file with the Trustee and each Credit Provider, (i) a Certificate of the Authority, upon which the Trustee and each Credit Provider may conclusively rely, demonstrating and certifying (on the basis of calculations as of the date of sale of such Senior Lien Debt, which calculations shall be set forth in such Certificate) that the requirements described in Section 3.03(c) with respect to the issuance of an additional Series of Notes have been met with respect to such Senior Lien Debt, and (ii) a Certificate of the Authority certifying that the amount of Revenues, for any period, selected by the Authority, of twelve (12)

consecutive months during the eighteen (18) months immediately preceding the date of calculations will be at least equal to two (2.0) times the Maximum Annual Debt Service on all Senior Lien Debt then Outstanding, including the additional Senior Lien Debt then proposed to be issued;

(4) The Authority shall have filed with the Trustee an Opinion of Bond Counsel to the effect that such Senior Lien Debt has been duly authorized in accordance with this Indenture and that such Senior Lien Debt constitutes a valid and binding obligation of the Authority; and

(5) The Authority shall deliver to the Trustee a transcript of the proceedings providing for the issuance of such Senior Lien Debt.

(e) Obligations which are junior and fully subordinate to the payment of the principal, premium, if any, interest and reserve fund requirements, if any, for the Notes and all Parity Debt, and which obligations are payable as to principal, premium, if any, interest and reserve fund requirements, if any, only out of the Revenues after the prior payment of all amounts then required to be paid hereunder from the Revenues for principal, premium, if any, interest and reserve fund requirements, if any, for the Notes and all Parity Debt, as the same become due and payable and at the times and in the manner as required in this Indenture.

Notwithstanding anything herein to the contrary, the issuance of Notes or the making of an Advance or a Credit Provider Loan with respect to Notes of any Series shall not be considered the issuance of additional debt within the provisions of Sections 3.03 through 3.06, inclusive, and no limitation contained in such Sections shall apply to the issuance of the Initial Series of Notes or the making of Advances or Credit Provider Loans with respect thereto.

ARTICLE IV

PROCEEDS FUNDS

Section 4.01 Establishment and Application of Proceeds Funds. Upon the issuance of the Series A Notes, the Trustee is hereby directed, on behalf of the Authority, to establish, maintain and hold in trust a separate fund designated as the “Series Proceeds Fund.” Unless otherwise instructed in a Supplemental Indenture providing for the terms and provisions of an additional Series of Notes, upon the issuance of each additional Series of Notes, the Trustee is hereby directed, on behalf of the Authority, to establish, maintain and hold in trust a separate fund designated as the “_____ Proceeds Fund” (inserting therein the Series designation of such Proceeds Fund). Amounts from the proceeds of a Series of Notes in accordance with the instructions of the Authority delivered pursuant to Section 3.02 shall be deposited by the Trustee in the applicable Proceeds Fund. The moneys in each Proceeds Fund shall be disbursed, upon a Requisition of the Authority, to pay costs and expenses incurred in connection with the portion of the Project financed with the proceeds of the Series of Notes deposited in such Proceeds Fund (or to make reimbursements to the Authority for such costs), to pay Costs of Issuance of such Series of Notes, to pay Credit Facility fees and other expenses related to the Notes or to pay interest on the Notes issued with respect to the Project. Such Requisition of the Authority shall be substantially in the form attached as Exhibit E hereto and shall set forth the name of the person or persons to whom said amounts are to be disbursed and shall state that the amounts to be disbursed are for costs properly chargeable to such Proceeds Fund and that such amounts have not been the subject of any previous Requisition of the Authority.

When the Authority determines that the portion of the Project to be financed with the proceeds of a Series of Notes has been completed, a Certificate of the Authority shall be delivered to the Trustee stating (i) the fact and date of such completion, (ii) that all of the costs thereof have been determined and paid (or that all of such costs have been paid less specified claims which are subject to dispute and for which a retention in the applicable Proceeds Fund is to be maintained in the full amount of such claims until such dispute is resolved) and (iii) that the Trustee is to transfer the remaining balance, if any, in such Proceeds Fund, less the amount of any such retention, to the Issuing and Paying Agent for deposit in the Note Fund established in connection with such Series of Notes and the Issuing and Paying Agent shall apply such funds as soon as practicable to the payment first, to the payment at maturity of Notes of such Series, and second, of amounts owing to the Credit Provider to reimburse the Credit Provider for draws to pay principal and interest for such Series of Notes.

ARTICLE V

REVENUES

Section 5.01 Sales Tax Revenues; Pledge of Revenues; Revenue Fund.

(a) The Notes, all other obligations of the Authority payable hereunder, and all obligations of the Authority payable in connection with Parity Debt, including, without limitation, all obligations of the Authority payable under each Credit Agreement, are limited obligations of the Authority and are payable as to both principal and interest, and premium, if any, upon redemption thereof, exclusively from the Revenues, and, as and to the extent applicable, the other funds pledged hereunder.

Subject only to the provisions of this Indenture and the Senior Indenture permitting the application thereof for the purposes and on the terms and conditions set forth herein and therein, all Revenues are hereby irrevocably pledged by the Authority to secure the punctual payment of the principal of and interest on the Notes and Parity Debt, in accordance with their respective terms, including, without limitation, obligations of the Authority with respect to principal and interest payable under each Credit Agreement, and shall not be used for any other purpose, except as provided in the Indenture and the Senior Indenture, while any of the Notes remain Outstanding, any Credit Facility remains in effect or any Parity Debt remains unpaid. The pledge of Revenues herein made shall be irrevocable until all of the Notes are no longer Outstanding, each Credit Facility has terminated in accordance with its terms and all Parity Debt is paid or discharged.

Said pledge of Revenues shall constitute a lien on the Revenues and shall be valid and binding from and after delivery of the Series A Notes, without any physical delivery thereof or further act; provided, however, that Senior Lien Debt outstanding and all other Senior Lien Debt issued or incurred pursuant to the terms of the Senior Indenture and the terms hereof shall be entitled to payment from Revenues prior to the payment of the Notes or Parity Debt.

The Revenues hereby pledged to the payment of Notes and Parity Debt shall be applied without priority or distinction of one over the other and the Revenues shall constitute a trust fund for the security and payment of the Notes and Parity Debt; but nevertheless, out of Revenues certain amounts may be applied for other purposes as provided herein.

Out of Revenues there shall be applied as hereinafter set forth all sums required for the payment of the principal of and interest on the Notes and all Parity Debt and then returned to the Senior Lien Trustee.

(b) After application of the Revenues in accordance with the Senior Indenture, the Senior Lien Trustee shall pay over all Revenues directly to the Trustee as instructed by the Authority in an order of the Authority delivered to the Senior Lien Trustee on the date of execution of this Indenture. Upon receipt by the Trustee, the Revenues shall be received and held in trust by the Trustee for the benefit of the Holders of the Notes and the Parity Debt and shall be disbursed, allocated and applied solely for the uses and purposes set forth in Article V hereof. So long as any Notes are Outstanding or any Parity Debt remains unpaid, the Authority hereby assigns and shall cause Revenues to be transmitted to the Trustee. The Trustee shall forthwith deposit in a trust fund, designated as the "Revenue Fund," which fund the Trustee shall designate and maintain, all Revenues, when and as received by the Trustee. All moneys at any time held in the Revenue Fund shall be held in trust for the benefit of the Holders of the Notes and Parity Debt and shall be disbursed, allocated and applied solely for the uses and purposes set forth in Article V, provided that on parity with the application of such amounts, the Trustee may set aside or transfer amounts with respect to outstanding Parity Debt as provided in the proceedings for such Parity Debt delivered to the Trustee pursuant to Section 3.04 hereof (which shall be proportionate in the event such amounts are insufficient to provide for all deposits required as of any date to be made with respect to the Notes and such Parity Debt), and further provided, that proceeds of each Credit Facility shall only be used to pay principal and interest on the Notes secured by such Credit Facility.

On each day of receipt by the Trustee of Sales Tax Revenues, all Sales Tax Revenues remaining after the Trustee shall have made the allocations described in this Article V shall be available to the Authority for all lawful Authority purposes and the Trustee shall, to the full extent practicable, transfer the remaining Sales Tax Revenues to the Senior Lien Trustee on the same day as the receipt thereof.

Section 5.02 Pledge of Certain Funds and Accounts. Subject only to the provisions of this Indenture permitting the application thereof for the purposes and on the terms and conditions set forth herein, all amounts (including proceeds of the sale of Notes) held by the Trustee in any fund or account established hereunder (other than the Rebate Fund) are hereby irrevocably pledged and assigned to the Trustee to secure the payment of the principal of and interest on the Notes and any Parity Debt. Said pledge of such amounts shall constitute a first lien on such amounts and shall be valid and binding from and after delivery of Notes of the initial Series by the Issuing and Paying Agent or the incurrence by the Authority of Parity Debt, without any physical delivery thereof or further act.

Subject only to the provisions of the Issuing and Paying Agent Agreement entered into in connection with a Series of Notes permitting the application thereof for the purposes and on the terms and conditions set forth therein, all amounts (including proceeds of the sale of such Series of Notes) held by an Issuing and Paying Agent in any fund or account established under such Issuing and Paying Agent Agreement (other than a Credit Facility Fund) are hereby irrevocably pledged and assigned to the Trustee to secure payment of the principal of and interest on the Series of Notes to which the Issuing and Paying Agent Agreement relates and the obligations of the Authority payable with respect to the Credit Agreement entered into in connection with such Series of Notes. Said pledge of such amounts shall constitute a first lien on such amounts and shall be valid and binding from and after delivery of such Series of Notes, without any physical delivery thereof or further act.

Section 5.03 Establishment and Application of Interest Fund. The Trustee shall establish, maintain and hold in trust a separate fund designated as the “Interest Fund.” All amounts in the Interest Fund shall be used and withdrawn by the Trustee solely for the purpose of paying interest on the Notes as it shall become due and payable, making payments on Interest Rate Swap Agreements related to any Notes and reimbursing a Credit Provider for the interest portion of any Advances or Credit Provider Loans under an applicable Credit Agreement. Upon the initial receipt of Revenues (and upon the issuance of Notes that causes an increase in the aggregate principal amount of Notes Outstanding), the Authority shall cause to be transferred to the Trustee, for deposit in the Interest Fund, an amount equal to the amount of interest which will accrue through the last day of the month (or the following month in the event such issuance is after the receipt of Revenues for such month), calculated (x) at the actual rate of interest on the Notes for any day interest is to accrue at a rate known on the date such deposit is made and (y) at an assumed interest rate equal to the SIFMA Swap Index for any day interest is to accrue at a rate unknown on the date such deposit is made (and/or, as and to the extent applicable, if amounts are owed to a Credit Provider, at the rate projected to be payable pursuant to the applicable Credit Agreement).

Thereafter, upon the receipt of Revenues each month, the Trustee shall deposit in the Interest Fund an amount sufficient to cause the amount on deposit in the Interest Fund on the last Business Day of such month to equal the sum of (i) the accrued and unpaid interest, if any, on the Notes Outstanding on the last Business Day of such month, and (ii) the interest which will accrue on Notes expected to be Outstanding through the last day of the month immediately following such month, such interest to be calculated (x) at the actual rate of interest on the Notes for any day interest is to accrue at a rate known on the date such deposit is made, and (y) at an assumed interest rate equal to the SIFMA Swap Index for any day interest is to accrue at a rate unknown on the date such deposit is made (or, if amounts are owed to the Credit Provider, at the rate projected to be payable pursuant to the applicable Credit Agreement).

In the event that the Trustee shall fail to receive an amount sufficient to equal the amount required to be deposited pursuant to this Section 5.03 by the close of business on the last Business Day of any month, the Trustee shall promptly notify the Authority in writing of the amount of such insufficiency by fax or electronic mail, receipt of which fax or electronic mail by the Authority shall be confirmed by the Trustee.

In addition, in the event that the Trustee shall fail to have an amount sufficient to equal the amount required to be transferred by the Trustee to the Issuing and Paying Agent on each date interest is due and payable on any Note, the Trustee shall notify the Authority in writing of the amount of such insufficiency by fax or electronic mail, receipt of which fax or electronic mail by the Authority shall be confirmed by the Trustee, such notice to be provided prior to 10:30 a.m. New York City time 7:30 a.m. California time on each date interest is due and payable on any Note.

Amounts deposited in the Interest Fund shall be transferred by the Trustee to the Issuing and Paying Agent by 11:30 a.m. New York City time 8:30 a.m. California time on each date interest is due and payable on any Note.

Any amounts remaining on deposit in the Interest Fund on the Business Day preceding the receipt of Sales Tax Revenues from the Senior Lien Trustee in June of each year in excess of amounts needed to pay interest due in June on Notes or Parity Debt that is to be paid from Revenues, shall, upon the Authority’s written request, be transferred to the Senior Lien Trustee for application pursuant to the Senior Indenture.

Section 5.04 Establishment and Application of Principal Fund. The Trustee shall establish, maintain and hold in trust a separate fund designated as the “Principal Fund.” All amounts in the Principal Fund shall be used and withdrawn by the Trustee solely for the purpose of paying principal on the Notes as it shall become due and payable and reimbursing a Credit Provider for the principal portion of any Advances or Credit Provider Loans under an applicable Credit Agreement. Upon the initial issuance of the Initial Series of Notes, and upon the subsequent issuance of Notes that causes an increase in the aggregate amount of Notes Outstanding (above the amount needed to pay principal of and interest on maturing Notes), the Authority shall specify and cause to be transferred to the Trustee, for deposit in the Principal Fund, an amount equal to the principal amount of Notes, maturing in the month such Notes are issued, which the Authority intends to retire from Revenues during such month.

Subsequent to the month of initial issuance of the Initial Series of Notes, after the required deposit of Revenues to the Interest Fund, if any, the Trustee shall deposit in the Principal Fund an amount equal to the principal amount of Notes maturing in the month immediately following the month such deposit is made which the Authority intends to retire from Revenues during such month.

Unless otherwise notified in writing by the Authority, the Trustee shall assume that no principal of maturing Notes is intended to be retired from Revenues, but is to be paid from the proceeds of issuance of Notes. In the event that the Trustee shall fail to receive an amount sufficient to equal the amount required to be deposited pursuant to this Section 5.04 by the close of business on the last Business Day of any month, the Trustee shall promptly notify the Authority in writing of the amount of such insufficiency by fax or electronic mail, receipt of which fax or electronic mail by the Authority shall be confirmed by the Trustee.

Amounts deposited in the Principal Fund shall be transferred by the Trustee to the Issuing and Paying Agent by 11:30 a.m. New York City time on each date principal is due and payable on any Note which the Authority intends to retire from Revenues.

Any amounts remaining on deposit in the Principal Fund on the Business Day preceding the receipt of Revenues from the Senior Lien Trustee in June of each year in excess of amounts needed to pay principal due in June on Notes or Parity Debt that is to be paid from Revenues, shall, upon the Authority’s written request, be transferred to the Senior Lien Trustee for application pursuant to the Senior Indenture, provided, however, that such moneys shall, upon the Authority’s written request issued pursuant to Section 5.05, be transferred to and deposited in the Subordinate Obligations Fund.

Section 5.05 Establishment and Application of the Subordinate Obligations Fund. The Trustee shall establish, maintain and hold in trust a separate fund designated as the “Subordinate Obligations Fund.” After the other transfers required pursuant to Sections 5.03 and 5.04 have been made and all other amounts due with respect to any Parity Debt have been paid, the Trustee shall transfer to the Subordinate Obligations Fund an amount necessary to be applied to the payment of Subordinate Obligations in accordance with, and upon the written direction of, the Authority, such written direction to be provided by the Authority prior to or concurrently with any transfer of Revenues to the Senior Lien Trustee pursuant to Section 5.01. Upon the payment of Subordinate Obligations as directed by and in accordance with the written direction of the Authority, remaining Revenues, if any, shall be transferred to the Senior Lien Trustee and may be used for any lawful purpose of the Authority in accordance with the Senior Indenture.

Section 5.06 Investment by the Authority and the Issuing and Paying Agent. All moneys in any of the funds or accounts established and held by the Authority pursuant to this Indenture shall be invested by the Authority in Investment Securities or in any other investments permitted for the investment of funds of the Authority under the Authority Act and the Transportation Act. All moneys in any of the funds or accounts established and held by the Issuing and Paying Agent pursuant to the Issuing and Paying Agent Agreement shall be invested in accordance with the provisions set forth in the Issuing and Paying Agent Agreement.

Section 5.07 Investment by the Trustee. All moneys in any of the funds or accounts established and held by the Trustee pursuant to this Indenture shall be invested, as directed in writing by the Authority, solely in Investment Securities. All Investment Securities shall be acquired by the Trustee subject to the limitations set forth in Section 6.07 and such additional limitations or requirements consistent with the foregoing as may be established by Request of the Authority and not inconsistent with the duties of the Trustee hereunder. If and to the extent the Trustee does not receive investment instructions from the Authority with respect to the moneys in the funds and accounts held by the Trustee pursuant to this Indenture, such moneys shall be invested in Investment Securities described in clause (xii) of the definition thereof.

Moneys in the remaining funds and accounts shall be invested in Investment Securities maturing or available on demand not later than the date on which it is estimated that such moneys will be required by the Trustee.

Unless otherwise provided in a Supplemental Indenture, all interest, profits and other income received from the investment of moneys in any fund or account, other than the Rebate Fund and the Proceeds Fund, shall be transferred to the Interest Fund when received. All interest, profits and other income received from the investment of moneys in the Rebate Fund or the Proceeds Fund shall be deposited in such respective fund, except as provided in Section 6.08. Notwithstanding anything to the contrary contained in this paragraph, an amount of interest received with respect to any Investment Security equal to the amount of accrued interest, if any, paid as part of the purchase price of such Investment Security shall be credited to the fund or account from which such accrued interest was paid.

The Trustee may commingle any of the funds or accounts established pursuant to this Indenture (other than the Rebate Fund) into a separate fund or funds for investment purposes only, provided that all funds or accounts held by the Trustee hereunder shall be accounted for separately as required by this Indenture. The Trustee or any of its affiliates may act as principal or agent in the making or disposing of any investment and may impose its customary charge therefor. The Trustee may sell upon consultation with the Authority, or present for redemption, any Investment Securities so purchased whenever it shall be necessary to provide moneys to meet any required payment, transfer, withdrawal or disbursement from the fund or account to which such Investment Security is credited, and the Trustee shall not be liable or responsible for any loss resulting from such investment or redemption.

The Authority may, and the Trustee shall, upon the Request of the Authority, enter into a financial futures or financial option contract or swap with an entity the debt securities of which are rated not less than the second highest long-term rating categories by Moody's or S&P. The Authority shall provide written notice to the Credit Provider, S&P and Moody's before filing such a Request, and the Trustee shall provide notice of the closing of any such financial futures or financial option contract or swap to the Credit Provider, S&P and Moody's on the closing date thereof.

The Authority acknowledges that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the Authority the right to receive brokerage confirmations of security transactions as they occur, the Authority will not receive such confirmations from the Trustee to the extent permitted by law. The Trustee will furnish the Authority periodic cash transaction statements which shall include detail for all investment transactions made by the Trustee hereunder.

The Trustee shall not be responsible for any losses resulting from investments made under this Indenture.

The Trustee shall keep proper books of record and accounts containing complete and correct entries of all transactions made by it relating to the receipt, disbursement, allocation and application of the moneys related to the Notes, including moneys derived from, pledged to, or to be used to make payments on the Notes. Such records shall specify the account or fund to which such moneys are to be allocated.

ARTICLE VI

COVENANTS OF THE AUTHORITY

Section 6.01 Punctual Payment. The Authority will punctually pay or cause to be paid the principal of and interest on all the Notes and Parity Debt, in strict conformity with the terms of the Notes and the Parity Debt and of this Indenture, according to the true intent and meaning thereof, but in each case only out of Revenues as provided in this Indenture.

Section 6.02 Extension of Payment of Notes. The Authority will not directly or indirectly extend or assent to the extension of the maturity of any of the Notes or the time of payment of any Notes or claims for interest by the purchase or funding of such Notes or claims for interest or by any other arrangement and in case the maturity of any of the Notes or the time of payment of any such claims for interest shall be extended, such Notes or claims for interest shall not be entitled, in case of any default hereunder, to the benefits of this Indenture, except subject to the prior payment in full of the principal of all of the Notes then Outstanding and of all claims for interest thereon which shall not have been so extended. Nothing in this Section shall be deemed to limit the right of the Authority to issue debt for the purpose of refunding any Outstanding Notes, and such issuance shall not be deemed to constitute an extension of maturity of Notes.

Section 6.03 Against Encumbrances. Except only as permitted in Section 3.06, the Authority will not issue any obligations payable from, or secured by, the Revenues or any other amounts pledged under this Indenture, and will not create any pledge, lien or charge upon any of the Revenues or any other amounts pledged under this Indenture prior to or on parity with the Notes or Parity Debt, except only as permitted in Section 3.06 and the Senior Indenture.

Section 6.04 Accounting Records and Financial Statements.

(a) The Authority will at all times keep, or cause to be kept, proper books of record and account, prepared in accordance with generally accepted accounting principles, in which complete and accurate entries shall be made of all transactions relating to the Revenues. Such books of record and account shall be available for inspection by the Trustee (who shall have no duty to inspect) and each Credit Provider at reasonable hours and under reasonable circumstances.

(b) The Authority will furnish the Trustee, each Dealer and each Credit Provider within two hundred seventy (270) days after the end of each Fiscal Year or as soon thereafter as they can practically be furnished, the financial statements of the Authority for such Fiscal Year, together with the report and opinion of an independent certified public accountant stating that the financial statements have been prepared in accordance with generally accepted accounting principles and that such accountant's examination of the financial statements was performed in accordance with generally accepted auditing standards and a Certificate of the Authority stating that no event which constitutes an Event of Default or which with the giving of notice or the passage of time or both would constitute an Event of Default has occurred and is continuing as of the end of such Fiscal Year, or specifying the nature of such event and the actions taken and proposed to be taken by the Authority to cure such default. The Trustee shall have no duty to review such financial statements of the Authority.

Section 6.05 Collection of Sales Tax Revenues.

(a) The Authority covenants and agrees that it has duly levied the Sales Tax in accordance with the Transportation Act and the Sales Tax Law, pursuant to and in accordance with the Ordinance, duly passed and adopted by the Authority and the electorate of the County. Said Ordinance will not be amended, modified or altered so long as any of the Notes are Outstanding or any Parity Debt remains unpaid in any manner which would reduce the amount of or timing of receipt of Revenues, and the Authority will continue to levy and collect the Sales Tax to the full amount permitted by law. The Authority further covenants that it has taken such actions as required to cause the CDTFA to process and supervise collection of said transactions and use taxes and to transmit Sales Tax Revenues directly to the Senior Lien Trustee. Said agreement will be continued in effect so long as any of the Notes are Outstanding or any Parity Debt remains unpaid and shall not be amended, modified or altered without notice to the Trustee and the Credit Provider so long as any of the Notes are Outstanding or any Parity Debt remains unpaid. For so long as the Sales Tax Revenues shall be transmitted by the CDTFA directly to the Senior Lien Trustee in accordance with the provisions set forth above, in the event that any Sales Tax Revenues are paid to the Authority directly by the CDTFA, the Authority will receive and hold in trust for (and remit immediately to) the Senior Lien Trustee any such Sales Tax Revenues.

(b) Revenues received by the Trustee shall be transmitted to the Senior Lien Trustee under the terms and conditions set forth in Article V; provided that, during the continuance of an Event of Default, any Revenues received by the Trustee shall be applied first to the payment of the costs and expenses of the Trustee in declaring such Event of Default and pursuing remedies, including reasonable compensation of its agents, attorneys and counsel, which costs and expenses shall be paid from the Revenue Fund, and second, to deposit into the Interest Fund and Principal Fund and to the payment of Notes and Parity Debt as more fully set forth in Section 7.02.

(c) The Authority covenants and agrees to separately account for all Revenues and to provide to the Trustee access to such accounting records at reasonable hours and under reasonable circumstances.

(d) The Authority covenants that so long as the Notes are Outstanding or any Parity Debt remains unpaid, it will comply with the Authority Act, the Transportation Act, the Sales Tax Law and the Ordinance, and will not, to the best of its ability, suffer or permit any change, modification or alteration to be made to the Authority Act, the Transportation Act, the Sales Tax Law which would materially and adversely affect the rights of Noteholders, any Credit Provider or the owners of any Parity Debt.

Section 6.06 Rebate Fund.

(a) The Trustee shall establish and maintain a fund separate from any other fund established and maintained hereunder designated as the “Rebate Fund.” Within the Rebate Fund, the Trustee shall maintain such accounts as the Authority shall direct in writing to comply with the terms and requirements of each Tax Certificate. Subject to the transfer provisions provided in subsection (c) below, all money at any time deposited in the Rebate Fund shall be held by the Trustee for the account of the Authority in trust, to the extent required to satisfy the Rebate Requirement (as defined in the applicable Tax Certificate), for payment to the federal government of the United States of America, and neither the Trustee nor the Owner of any Notes nor any Credit Provider shall have any rights in or claim to such money. All amounts deposited into or on deposit in the Rebate Fund shall be governed by this Indenture and by each Tax Certificate (which are incorporated herein by reference). The Authority hereby covenants to comply with the directions contained in each Tax Certificate and the Trustee hereby covenants to comply with all written instructions of the Authority delivered to the Trustee pursuant to each Tax Certificate (which instructions shall state the actual amounts to be deposited in or withdrawn from the Rebate Fund and shall not require the Trustee to make any calculations with respect thereto). The Trustee shall be deemed conclusively to have complied with the provisions of this Section 6.06(a) if it follows such written instructions of the Authority, and the Trustee shall have no liability or responsibility to enforce compliance by the Authority with the terms of any Tax Certificate nor to make computations in connection therewith.

(b) The Trustee shall invest all amounts held in the Rebate Fund, as directed by the Authority in writing, solely in Investment Securities, subject to the restrictions set forth in each Tax Certificate.

(c) Upon receipt of the written instructions of the Authority, the Trustee shall remit part or all of the balances in the Rebate Fund to the federal government of the United States of America, as directed. In addition, if such instructions so direct, the Trustee will deposit moneys into or transfer moneys out of the Rebate Fund from or into such accounts or funds (other than the Series A Credit Facility Fund) as directed. Any funds remaining in the Rebate Fund after payment of all of the Notes and payment and satisfaction of any Rebate Requirement, shall be withdrawn and remitted to the Authority in accordance with a Request of the Authority.

(d) Notwithstanding any other provision of this Indenture, including in particular Article X hereof, the obligation to remit the Rebate Requirement to the federal government of the United States of America and to comply with all other requirements of this Section and each Tax Certificate shall survive the defeasance or payment in full of the Notes.

Section 6.07 Tax Covenants. The Authority covenants that it will not take any action, or fail to take any action, if any such action or failure to take action would adversely affect the exclusion from gross income of the interest on the Notes under Section 103 of the Code; provided that, prior to the issuance of any Series of Notes, the Authority may exclude the application of the covenants contained in this Section 6.07 and Section 6.06 to such Series of Notes. Without limiting the generality of the foregoing, the Authority shall comply with all requirements and covenants contained in each Tax Certificate. In the event that at any time the Authority is of the opinion that for purposes of this Section 6.07 it is necessary to restrict or limit the yield on the investment of any moneys held by the Trustee under this Indenture, the Authority shall so instruct the Trustee in writing, and the Trustee shall take such action as may be necessary in accordance with such instructions.

Notwithstanding any provision of this Section 6.07 and Section 6.06 hereof, if the Authority shall receive an Opinion of Bond Counsel to the effect that any action required under any Tax Certificate or this Section 6.07 or Section 6.06 hereof is no longer required, or to the effect that some further action is required, to maintain the exclusion from gross income of the interest on the Notes pursuant to Section 103 of the Code, the Authority and the Trustee may rely conclusively on such opinion in complying with the provisions hereof, and the covenants hereunder shall be deemed to be modified to that extent.

Section 6.08 Maintenance of Issuing and Paying Agent; Qualifications of Issuing and Paying Agent. The Authority will at all times maintain an Issuing and Paying Agent for each Series of Notes in New York, New York. Any Issuing and Paying Agent appointed under the provisions of this Section in succession to the initial Issuing and Paying Agent shall be a bank having the powers of a trust company or a trust company, having (or, if such bank or trust company is a member of a bank holding company system, the related bank holding company shall have) a combined capital and surplus of at least one hundred million dollars (\$100,000,000), subject to supervision or examination by federal or state authority. If such bank or trust company or bank holding company publishes a report of condition at least annually, pursuant to law or to the requirements of any supervising or examining authority above referred to, then for the purpose of this subsection the combined capital and surplus of such bank or trust company or bank holding company shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published. In case at any time the Issuing and Paying Agent shall cease to be eligible in accordance with the provisions of this Section, the Issuing and Paying Agent shall resign promptly in the manner and with the effect specified in Section 16 of the Issuing and Paying Agent Agreement.

Section 6.09 Credit Facility; Alternate Credit Facility. The Authority will at all times maintain in effect a Credit Facility enabling it to borrow an amount equal to the principal amount of each Series of Notes then issued pursuant to this Indenture and the Issuing and Paying Agent Agreement. Each such Credit Facility may also enable the Authority to borrow an amount equal to the accrued interest on such principal amount. Notwithstanding the foregoing, if the Authority shall have provided a Credit Facility with respect to a Series of Notes which enables the Authority to borrow an amount equal to the principal amount of such Series of Notes and an amount equal to the accrued interest on such principal amount, any amendment of such Credit Facility to eliminate coverage of interest on such principal amount shall take effect only on a date on which all Notes of such Series mature and the Issuing and Paying Agent shall draw on the existing Credit Facility on such date to pay principal of and interest on all maturing Notes of such Series.

The Authority may deliver a substitute (each an “Alternate Credit Facility”) to replace any Credit Facility then in effect, provided, however, that: (i) the Authority shall have provided to the Issuing and Paying Agent, the Trustee and the applicable Dealer written evidence from Moody’s, if such Series of Notes are then rated by Moody’s, and S&P, if such Series of Notes are then rated by S&P, and Fitch, if such Series of Notes are then rated by Fitch, of the ratings which will be assigned to such Series of Notes upon delivery of such Credit Facility; and (ii) such Credit Facility shall take effect on a date on which all Notes of such Series mature and the Issuing and Paying Agent shall draw on the existing Credit Facility on such date to pay maturing Notes as and to the extent applicable pursuant to the provisions of such Credit Facility. The Authority shall provide advance written notice of the proposed delivery of an Alternate Credit Facility to the Issuing and Paying Agent, the Trustee and the applicable Dealer, such notice to be provided by the Authority, to the extent practicable, at least forty-five (45) days in advance of the proposed delivery of an Alternate Credit Facility. Upon receipt of such notice from the Authority, the Issuing and Paying Agent shall provide written notice of

the proposed delivery of an Alternate Credit Facility to the Holders of the applicable Series of Notes, such written notice to be provided by facsimile or electronic mail and by first class mail at least thirty (30) days prior to the proposed date of delivery of such Credit Facility. Following the substitution of an Alternate Credit Facility for a Credit Facility then in effect, references to the Credit Facility replaced thereby will refer to such Credit Facility. Upon receipt of an Alternate Credit Facility, the Issuing and Paying Agent or the Trustee, as applicable, shall promptly give notice of the acceptance of such Credit Facility to the Holders of the applicable Series of Notes, such notice to be given by facsimile or electronic mail and by first class mail.

Section 6.10 Appointment of Dealers. The Authority covenants and agrees to take all reasonable steps necessary to ensure that, at all times, there shall be one or more Dealers for each Series of Notes, and to that end shall from time to time enter into a Dealer Agreement or Agreements with one or more Dealers, providing for the services specified in such Dealer Agreements to be performed by such Dealers, in connection with the offering, sale and issuance of Notes. The Authority hereby appoints BofA Securities, Inc. as the Series A Dealer for the Initial Series of Notes.

Section 6.11 Waiver of Laws. The Authority will not at any time insist upon or plead in any manner whatsoever, or claim or take the benefit or advantage of, any stay or extension law now or at any time hereafter in force that may affect the covenants and agreements contained in this Indenture or in the Notes, and all benefit or advantage of any such law or laws is hereby expressly waived by the Authority to the extent permitted by law.

Section 6.12 Further Assurances. The Authority will make, execute and deliver any and all such instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Indenture and for the better assuring and confirming unto the Owners of the Notes of the rights and benefits provided in this Indenture.

ARTICLE VII

EVENTS OF DEFAULT AND REMEDIES

Section 7.01 Events of Default. The following events shall be Events of Default:

- (a) default in the due and punctual payment of the principal of any Note when and as the same shall become due and payable, whether at maturity as therein expressed or by declaration;
- (b) default in the due and punctual payment of any installment of interest on any Note when and as such interest installment shall become due and payable;
- (c) if the Authority shall fail to observe or perform any covenant, condition, agreement or provision in this Indenture on its part to be observed or performed, other than as referred to in subsection (a) or (b) of this Section, for a period of sixty (60) days after written notice, specifying such failure and requesting that it be remedied, has been given to the Authority by the Trustee or by any Credit Provider; except that, if such failure can be remedied but not within such sixty (60) day period and if the Authority has taken all action reasonably possible to remedy such failure within such sixty (60) day period, such failure shall not become an Event of Default for so long as the Authority shall diligently proceed to remedy the same in accordance with and subject to any directions or limitations of time established by the Trustee or the Credit Provider, as provided herein;

(d) if any payment default shall exist under any agreement governing any Parity Debt and such default shall continue beyond the grace period, if any, provided for with respect to such default or if the holder of any Parity Debt exercises a right under the Parity Debt or the corresponding instruments pursuant to which such Parity Debt was issued to declare the principal thereof to be accelerated and payable immediately;

(e) if the Trustee receives written notice from a Credit Provider that an event of default has occurred and is continuing under the related Credit Agreement; and such event of default shall continue beyond the grace period, if any, provided for in such Credit Agreement;

(f) if the Authority files a petition in voluntary bankruptcy, for the composition of its affairs or for its corporate reorganization under any state or federal bankruptcy or insolvency law, or makes an assignment for the benefit of creditors, or admits in writing to its insolvency or inability to pay debts as they mature, or consents in writing to the appointment of a trustee or receiver for itself;

(g) if a court of competent jurisdiction shall enter an order, judgment or decree declaring the Authority insolvent, or adjudging it bankrupt, or appointing a trustee or receiver of the Authority, or approving a petition filed against the Authority seeking reorganization of the Authority under any applicable law or statute of the United States of America or any state thereof, and such order, judgment or decree shall not be vacated or set aside or stayed within sixty (60) days from the date of the entry thereof; or

(h) if, under the provisions of any other law for the relief or aid of debtors, any court of competent jurisdiction shall assume custody or control of the Authority or of the Revenues, and such custody or control shall not be terminated within sixty (60) days from the date of assumption of such custody or control.

Section 7.02 Application of Sales Tax Revenues and Other Funds After Default. If an Event of Default shall occur and be continuing, to the fullest extent permitted by law, and in accordance with the provisions of the Senior Indenture pursuant to which the Bonds are issued, the Authority shall immediately transfer all Revenues held by it to the Senior Lien Trustee, and after compliance with the Senior Indenture provisions the Senior Lien Trustee shall transfer Revenues to the Trustee and the Trustee shall apply all Revenues and any other funds then held or thereafter received by the Trustee under any of the provisions of this Indenture (except as otherwise provided in this Indenture) as follows and in the following order:

(1) To the payment of reasonable fees and expenses of the Trustee (including reasonable fees and disbursements of its counsel and other agents) incurred in and about the performance of its powers and duties under this Indenture and to the payment of any expenses necessary in the opinion of the Trustee to protect the interests of the Owners of the Notes, each Credit Provider and the owners of any Parity Debt, including the costs and expenses of the Trustee, each Credit Provider and the Noteholders in declaring such Event of Default, provided that no funds on deposit in any Credit Facility Fund may be applied to the payment of the costs and expenses of the Trustee and the Trustee shall not have a lien on any Credit Facility Fund for the payment of its fees, costs and expenses; and

(2) To the payment to the persons entitled thereto of all installments of interest then due and the unpaid principal of any Notes and any Parity Debt which shall have become due, whether at maturity or by call for redemption, in the order of their due dates, with interest on the

overdue principal at the rate or rates borne by the respective Notes, subject to the provisions of this Indenture; and, if the amount available shall not be sufficient to pay in full all the Notes and any Parity Debt due or to become due, together with such interest, then to the payment thereof ratably, according to the amounts of principal or interest due or to become due to the persons entitled thereto, without any discrimination or preference, provided, that, notwithstanding any other provision herein, the payment of principal and interest on a Series of Notes shall have priority over the payment of any amounts owing to the Credit Provider of any Credit Facility with respect to such Series of Notes to the extent such Credit Provider has failed to honor any drawing presented to it in strict conformity with the terms and conditions of the related Credit Facility.

Section 7.03 Trustee to Represent Noteholders. The Trustee is hereby irrevocably appointed (and the successive respective Holders of the Notes, by taking and holding the same, shall be conclusively deemed to have so appointed the Trustee) as trustee and true and lawful attorney-in-fact of the Holders of the Notes for the purpose of exercising and prosecuting on their behalf such rights and remedies as may be available to such Holders under the provisions of the Notes, this Indenture, the Authority Act, the Transportation Act, the Sales Tax Law and applicable provisions of any other law. Subject to the rights of each Credit Provider described in Section 7.10, upon the occurrence and continuance of an Event of Default or other occasion giving rise to a right in the Trustee to represent the Noteholders, the Trustee in its discretion may, and upon the written request of the Owners of not less than a majority in aggregate principal amount of Notes then Outstanding (and in either case subject to the rights of each Credit Provider with respect to enforcement of remedies related to the Notes as described herein), and upon being indemnified to its satisfaction therefor, shall, proceed to protect or enforce its rights or the rights of such Owners by such appropriate action, suit, mandamus or other proceedings, as it shall deem most effectual to protect and enforce any such right, at law or in equity, either for the specific performance of any covenant or agreement contained herein, or in aid of the execution of any power herein granted, or for the enforcement of any other appropriate legal or equitable right or remedy vested in the Trustee or in such Owners under this Indenture, the Authority Act, the Transportation Act, the Sales Tax Law or any other law, and upon instituting such proceeding, the Trustee shall be entitled, as a matter of right, to the appointment of a receiver of the Revenues and other assets pledged under this Indenture and the Transportation Act, pending such proceedings. All rights of action under this Indenture or the Notes or otherwise may be prosecuted and enforced by the Trustee without the possession of any of the Notes or the production thereof in any proceeding relating thereto, and any such suit, action or proceeding instituted by the Trustee shall be brought in the name of the Trustee for the benefit and protection of all the Owners of such Notes, subject to the provisions of this Indenture (including Section 7.05).

Section 7.04 Noteholders' Direction of Proceedings. Anything in this Indenture to the contrary notwithstanding (except provisions relating to the rights of a Credit Provider to direct proceedings with respect to a Series of Notes for which such Credit Provider is providing a Credit Facility as set forth in Section 7.10 hereof), the Owners of a majority in aggregate principal amount of the Notes then Outstanding shall have the right, by an instrument or concurrent instruments in writing executed and delivered to the Trustee and upon furnishing the Trustee with indemnification satisfactory to it, to direct the method of conducting all remedial proceedings taken by the Trustee hereunder, provided that such direction shall not be otherwise than in accordance with law and the provisions of this Indenture, that the Trustee may take any other action deemed proper by the Trustee which is not inconsistent with such direction, and that the Trustee shall have the right to decline to follow any such direction which in the opinion of the Trustee would be unjustly prejudicial to Noteholders or holders of Parity Debt not parties to such direction; provided that in the event of a conflict in the written

directions given the Trustee, the directions represented by such person holding a majority in aggregate principal amount of Notes shall control.

Section 7.05 Limitation on Noteholders' Right to Sue. No Owner of any Note shall have the right to institute any suit, action or proceeding at law or in equity, for the protection or enforcement of any right or remedy under this Indenture or any applicable law with respect to such Note, unless: (1) such Owner shall have given to the Trustee written notice of the occurrence of an Event of Default; (2) the Owners of not less than twenty-five percent (25%) in aggregate principal amount of the Notes then Outstanding shall have made written request upon the Trustee to exercise the powers hereinbefore granted; (3) such Owner or said Owners shall have tendered to the Trustee reasonable indemnity against the costs, expenses and liabilities to be incurred in compliance with such request; (4) the Trustee shall have refused or omitted to comply with such request for a period of sixty (60) days after such written request shall have been received by, and said tender of indemnity shall have been made to, the Trustee; and (5) the Trustee shall not have received contrary directions from the Owners of a majority in aggregate principal amount of the Notes then Outstanding.

Such notification, request, tender of indemnity and refusal or omission are hereby declared, in every case, to be conditions precedent to the exercise by any Owner of Notes of any remedy hereunder or under law; it being understood and intended that no one or more Owners of Notes shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the security of this Indenture or the rights of any other Owners of Notes or any Credit Provider, or to enforce any right under this Indenture, or under applicable law with respect to the Notes, except in the manner herein provided, and that all proceedings at law or in equity to enforce any such right shall be instituted, had and maintained in the manner herein provided and for the benefit and protection of all Owners of the Outstanding Notes and each Credit Provider, subject to the provisions of this Indenture.

Section 7.06 Absolute Obligation of the Authority. Nothing in Section 7.05 or in any other provision of this Indenture, or in the Notes, contained shall affect or impair the obligation of the Authority, which is absolute and unconditional, to pay the principal of and interest on the Notes to the respective Owners of the Notes at their respective dates of maturity, except as is provided in Section 7.10, but only out of the Revenues and other assets herein pledged therefor, or affect or impair the right of such Owners, which is also absolute and unconditional, to enforce such payment by virtue of the contract embodied in the Notes.

Section 7.07 Termination of Proceedings. In case any proceedings taken by the Trustee or any one or more Noteholders or any Credit Provider on account of any Event of Default shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Trustee or the Noteholders or any Credit Provider, then in every such case the Authority, the Trustee, the Noteholders and each Credit Provider, subject to any determination in such proceedings, shall be restored to their former positions and rights hereunder, severally and respectively, and all rights, remedies, powers and duties of the Authority, the Trustee, the Noteholders and each Credit Provider shall continue as though no such proceedings had been taken.

Section 7.08 Remedies Not Exclusive. No remedy herein conferred upon or reserved to the Trustee or to the Owners of the Notes or any Credit Provider is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

Section 7.09 Waivers of Events of Default. Except as otherwise provided herein, the Trustee in its discretion, may, and upon the written request of the Owners of not less than a majority in aggregate principal amount of all Notes Outstanding shall, waive any Event of Default hereunder and rescind its consequences; provided, however, that no Event of Default may be waived unless the Credit Facility delivered in connection with such Series of Notes shall have been reinstated in full. In the case of any such waiver and rescission, the Authority, each Credit Provider then providing a Credit Facility in connection with a Series of Notes, each Issuing and Paying Agent, the Trustee and the Owners shall be restored to their former positions and rights hereunder, respectively, but no such waiver and rescission shall extend to any subsequent or other default, or impair any right consequent thereon. All waivers under this Indenture shall be in writing and a copy thereof shall be delivered to the Authority.

No delay or omission of the Trustee, of any Credit Provider or of any Owner of the Notes to exercise any right or power arising upon the occurrence of any default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Indenture to the Trustee, any Credit Provider or to the Owners of the Notes may be exercised from time to time and as often as may be deemed expedient.

Section 7.10 Control of Remedies and Waivers by Credit Provider. Anything in this Indenture to the contrary notwithstanding, provided that a Credit Facility is in full force and effect with respect to a Series of Notes and the Credit Provider providing such Credit Facility has not failed to honor a drawing presented to the applicable Credit Provider in strict conformity with the terms and conditions of the related Credit Facility or Credit Agreement, as applicable, as required in connection therewith, the Credit Provider shall have the right, at any time during the continuance of an Event of Default, by an instrument or instruments in writing executed and delivered to the Trustee, to direct the time, method and place of all proceedings to be taken in connection with the enforcement of the terms and conditions of this Indenture with respect to such Series of Notes, including, without limitation, the right to approve all waivers of any Event of Default with respect to such Series of Notes, provided that such direction shall not be otherwise than in accordance with the law and the provisions of this Indenture and no remedy or right may be exercised under this Indenture and no Event of Default may be waived with respect to such Series of Notes without the prior written consent of the Credit Provider for such Series of Notes. Notwithstanding the foregoing, no Event of Default may be waived by a Credit Provider unless the Credit Facility provided by such Credit Provider shall have been reinstated.

Section 7.11 Notice of Event of Default. As promptly as possible after the Trustee has actual knowledge of, or has received written notice of, the occurrence of an Event of Default, the Trustee shall provide written notice of such Event of Default to the Issuing and Paying Agent, each Credit Facility, each Dealer and all Holders of Notes then Outstanding.

ARTICLE VIII

THE TRUSTEE

Section 8.01 Appointment: Duties, Immunities and Liabilities of Trustee.

(a) U.S. Bank Trust Company, National Association is hereby appointed as Trustee under this Indenture and hereby accepts the duties imposed upon it as Trustee hereunder and hereby agrees to perform all the functions and duties of the Trustee hereunder, subject to the terms and conditions set forth in this Indenture. The Trustee shall, prior to an Event of Default, and after the

curing or waiver of all Events of Default which may have occurred, perform such duties and only such duties as are specifically set forth in this Indenture and no implied covenants shall be read into this Indenture against the Trustee. The Trustee shall, during the existence of an Event of Default (which had not been cured or waived), exercise such of the rights and powers vested in it by this Indenture, and use the same degree of care and skill in their exercise, as a prudent person would exercise or use under the circumstances in the conduct of his or her own affairs.

(b) The Authority may remove the Trustee at any time, unless an Event of Default shall have occurred and then be continuing, and shall remove the Trustee if at any time requested to do so by an instrument or concurrent instruments in writing signed by any Credit Provider or the Owners of not less than a majority in aggregate amount of principal of the Notes then Outstanding (or their attorneys duly authorized in writing) or if at any time the Trustee shall cease to be eligible in accordance with subsection (e) of this Section, or shall become incapable of acting, or shall be adjudged a bankrupt or insolvent, or a receiver of the Trustee or its property shall be appointed, or any public officer shall take control or charge of the Trustee or of its property or affairs for the purpose of rehabilitation, conservation or liquidation, in each case by giving written notice of such removal to the Trustee, and thereupon shall appoint a successor Trustee by an instrument in writing.

(c) The Trustee may at any time resign by giving written notice of such resignation to the Authority, the Issuing and Paying Agent, each Dealer and each Credit Provider then providing a Credit Facility for any Series of Notes Outstanding. Upon receiving such notice of resignation, the Authority shall promptly appoint a successor Trustee by an instrument in writing.

(d) Any removal or resignation of the Trustee and appointment of a successor Trustee shall become effective upon acceptance of appointment by the successor Trustee. If no successor Trustee shall have been appointed and have accepted appointment within sixty (60) days of giving notice of removal or notice of resignation as aforesaid, the resigning Trustee or any Noteholder (on behalf of himself and all other Noteholders) or any Credit Provider may petition any court of competent jurisdiction for the appointment of a successor Trustee, and such court may thereupon, after such notice (if any) as it may deem proper, appoint such successor Trustee. Any successor Trustee appointed under this Indenture shall signify its acceptance of such appointment by executing and delivering to the Authority and to its predecessor Trustee a written acceptance thereof, and thereupon such successor Trustee, without any further act, deed or conveyance, shall become vested with all the moneys, estates, properties, rights, powers, trusts, duties and obligations of such predecessor Trustee, with like effect as if originally named Trustee herein; but, nevertheless at the Request of the Authority or the request of the successor Trustee, such predecessor Trustee shall execute and deliver any and all instruments of conveyance or further assurance and do such other things as may reasonably be required for more fully and certainly vesting in and confirming to such successor Trustee all the right, title and interest of such predecessor Trustee in and to any property held by it under this Indenture and shall pay over, transfer, assign and deliver to the successor Trustee any money or other property subject to the trusts and conditions herein set forth. Upon request of the successor Trustee, the Authority shall execute and deliver any and all instruments as may be reasonably required for more fully and certainly vesting in and confirming to such successor Trustee all such moneys, estates, properties, rights, powers, trusts, duties and obligations. Upon acceptance of appointment by a successor Trustee as provided in this subsection, such successor Trustee shall give written notice of its succession to the trusts hereunder, such notice to be given to the Issuing and Paying Agent, each Dealer, each Credit Provider and each Noteholder of Notes then Outstanding, a copy of which notice shall be provided to the Authority.

(e) Any Trustee appointed under the provisions of this Section in succession to the Trustee shall be a bank authorized to exercise trust powers, a bank having the powers of a trust company or a trust company, having (or, if such bank or trust company is a member of a bank holding company system, the related bank holding company shall have) a combined capital and surplus of at least one hundred million dollars (\$100,000,000), subject to supervision or examination by federal or state authority. If such bank or trust company or bank holding company publishes a report of condition at least annually, pursuant to law or to the requirements of any supervising or examining authority above referred to, then for the purpose of this subsection the combined capital and surplus of such bank or trust company or bank holding company shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published. In case at any time the Trustee shall cease to be eligible in accordance with the provisions of this subsection (e), the Trustee shall resign promptly in the manner and with the effect specified in this Section.

Section 8.02 Accounting Records and Monthly Statements. The Trustee shall keep proper books of record and accounts containing complete and correct entries of all transactions of the Trustee relating to the receipt, investment, disbursement, allocation and application of the moneys related to the Notes, including proceeds of each Series of Notes received by the Trustee and moneys derived from, pledged to, or to be used to make payments on each Series of Notes. Such records shall specify the account or fund to which each deposit and each investment (or portion thereof) held by the Trustee is allocated and shall set forth, in the case of each investment security, (a) its purchase price, (b) identifying information, including par amount, coupon rate, and payment dates, (c) the amount received at maturity or its sale price, as the case may be, including accrued interest, (d) the amounts and dates of any payments made with respect thereto, and (e) the dates of acquisition and disposition or maturity. The Trustee shall furnish the Authority with a monthly statement which shall include a summary of all deposits and all investment transactions related to each Series of Notes then Outstanding, such statement to be provided to the Authority no later than the fifth (5th) Business Day of the month following the month to which such statement relates, the first such monthly statement to be provided by the fifth (5th) Business Day of the month immediately following the month in which the Series A Notes are issued pursuant to the provisions of this Indenture and the Issuing and Paying Agent Agreement.

Section 8.03 Merger or Consolidation. Any company into which the Trustee may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which the Trustee may sell or transfer all or substantially all of its corporate trust business, provided such company shall be eligible under subsection (e) of Section 8.01, shall be the successor to such Trustee without the execution or filing of any paper or any further act, anything herein to the contrary notwithstanding.

Section 8.04 Liability of Trustee.

(a) The recitals of facts herein and in the Notes contained shall be taken as statements of the Authority, and the Trustee assumes no responsibility for the correctness of the same, and makes no representations as to the validity or sufficiency of this Indenture or of the Notes as to the sufficiency of the Revenues or the priority of the lien of this Indenture thereon, or as to the financial or technical feasibility of any portion of the Project and shall not incur any responsibility in respect of any such matter, other than in connection with the duties or obligations expressly herein or in the Notes assigned to or imposed upon it. The Trustee shall not be liable in connection with the performance of its duties hereunder, except for its own negligence, willful misconduct or breach of the express terms and conditions hereof. The Trustee and its directors, officers, employees or agents may in good faith

buy, sell, own, hold and deal in any of the Notes and may join in any action which any Owner of a Note may be entitled to take, with like effect as if the Trustee was not the Trustee under this Indenture. The Trustee may in good faith hold any other form of indebtedness of the Authority, own, accept or negotiate any drafts, bills of exchange, acceptances or obligations of the Authority and make disbursements for the Authority and enter into any commercial or business arrangement therewith, without limitation.

(b) The Trustee shall not be liable for any error of judgment made in good faith by a responsible officer unless it shall be proved that the Trustee was negligent in ascertaining the pertinent facts. The Trustee may execute any of the trusts or powers hereof and perform the duties required of it hereunder by or through attorneys, agents, or receivers, and shall be entitled to advice of counsel concerning all matters of trust and its duty hereunder, but the Trustee shall be liable for the negligence or misconduct of any such attorney, agent, or receiver selected by it; provided that the Trustee shall not be answerable for the negligence or misconduct of any such attorney, agent, or receiver selected by it with due care.

(c) The Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance (i) with the direction of the Credit Provider or the Owners of not less than twenty-five percent (25%) in aggregate principal amount of the Notes at the time Outstanding (or such other percentage in aggregate principal amount of Notes at the time Outstanding as shall be provided herein) or (ii) the direction of any Credit Provider provided in accordance with the provisions of this Indenture relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee under this Indenture.

(d) The Trustee shall be under no obligation to exercise any of the rights or powers vested in it by this Indenture at the request, order or direction of any of the Noteholders pursuant to the provisions of this Indenture, including, without limitation, the provisions of Article VII hereof, unless such Noteholders shall have offered to the Trustee security or indemnity satisfactory to it against the costs, expenses and liabilities which may be incurred therein or thereby; provided, however, that no security or indemnity shall be requested or required for the Trustee to deliver a notice to obtain funds under the Credit Facility delivered in connection with a Series of Notes in order to pay principal of or interest on such Series of Notes.

(e) No provision of this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance or exercise of any of its duties hereunder, or in the exercise of its rights or powers, if repayment of such funds or adequate indemnity against such risk or liability is not assured to its satisfaction.

(f) The Trustee shall not be deemed to have knowledge of and shall not be required to take any action with respect to, any Event of Default (other than an Event of Default described in subsections (a) or (b) of Section 7.01) or event which would, with the giving of notice, the passage of time or both, constitute an Event of Default, unless the Trustee shall have actual knowledge of such event or shall have been notified of such event by the Authority, the Credit Provider or the Owners of 25% of the principal amount of the Notes at the time Outstanding. Without limiting the generality of the foregoing, the Trustee shall not be required to ascertain, monitor or inquire as to the performance or observance by the Authority of the terms, conditions, covenants or agreements set forth in Article VI hereof (including, without limitation, the covenants of the Authority set forth in Sections 6.06 or 6.07 hereof), other than the covenants of the Authority to make payments with respect to the Notes when

due as set forth in Section 6.01 and to file with the Trustee when due, such reports and certifications as the Authority is required to file with the Trustee hereunder.

(g) No permissive power, right or remedy conferred upon the Trustee hereunder shall be construed to impose a duty to exercise such power, right or remedy.

(h) The Trustee shall not be bound to make any investigation into the facts or matters stated in any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, debenture, coupon or other paper or document but the Trustee, in its discretion, may make such further inquiry or investigation into such facts or matters as it may see fit, and, if the Trustee shall determine to make such further inquiry or investigation, it shall be entitled to examine the books, records and premises of the Authority, personally or by agent or attorney.

(i) The Trustee shall not be responsible for:

(1) the application or handling by the Authority of any moneys transferred to the Authority, pursuant to Request of the Authority or otherwise, in accordance with the terms and conditions hereof;

(2) the application and handling by the Authority of any fund or account designated to be held by the Authority hereunder;

(3) any error or omission by the Authority in making any computation or giving any instruction pursuant to Sections 6.06 and 6.07 hereof and may rely conclusively on any computations or instructions furnished to it by the Authority in connection with the requirements of Sections 6.06, 6.07 and the Tax Certificate; or

(4) the construction, operation or maintenance of any portion of the Project.

(j) Whether or not therein expressly so provided, every provision of this Indenture relating to the conduct or affecting the liability of or affording protection to the Trustee shall be subject to the provisions of this Article VIII.

(k) The Trustee agrees to accept and act upon facsimile or electronic mail transmission of written instructions and/or directions pursuant to this Indenture provided, however, that: (i) subsequent to such facsimile transmission of written instructions, and/or directions the Trustee shall forthwith receive, if provided to the Trustee by the sender, the originally executed instructions and/or directions, and (ii) such originally executed instructions and/or directions shall be signed on behalf of the Authority by an Authorized Representative and shall be signed on behalf of any other party by a person authorized to sign for the party delivering such instructions and/or directions, which person shall provide such documentation as the Trustee shall request in order to evidence such authorization.

(l) No permissive power, right or remedy conferred upon the Trustee hereunder shall be construed to impose a duty to exercise such power, right or remedy.

Section 8.05 Right of Trustee to Rely on Documents. The Trustee shall be protected in acting upon any notice, resolution, request, consent, order, certificate, report, opinion, note or other paper or document believed by it to be genuine and to have been signed or presented by the proper

party or parties. The Trustee may consult with counsel, including, without limitation, counsel of or to Authority, and may request an opinion of counsel, with regard to legal questions, including, without limitation, legal questions relating to proposed modifications or amendments of this Indenture, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance therewith unless it shall be proved that the Trustee was negligent in ascertaining the pertinent facts.

Whenever in the administration of the trusts imposed upon it by this Indenture the Trustee shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, including, without limitation, matters relating to proposed modifications or amendments of this Indenture, the Trustee may request a Certificate of the Authority and such matter (unless other evidence in respect thereof be herein specifically prescribed) may be deemed to be conclusively proved and established by a Certificate of the Authority, and such Certificate shall be full warrant to the Trustee for any action taken or suffered in good faith under the provisions of this Indenture in reliance upon such Certificate, but in its discretion the Trustee may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may seem reasonable. The Trustee may also rely conclusively on any certification, report or statement of any certified public accountant, investment banker, financial consultant, or other expert selected by the Authority or selected by the Trustee with due care in connection with matters required to be proven or ascertained in connection with its administration of the trusts created hereby, which certification, report or statement may be provided via electronic mail or by facsimile transmission.

Section 8.06 Compensation and Indemnification of Trustee. The Authority covenants to pay to the Trustee from time to time, and the Trustee shall be entitled to, reasonable compensation for all services rendered by it in the exercise and performance of any of the powers and duties hereunder of the Trustee, and the Authority will pay or reimburse the Trustee upon its request for all expenses, disbursements and advances incurred or made by the Trustee in accordance with any of the provisions of this Indenture (including the reasonable compensation and the expenses and disbursements of its counsel and of all persons not regularly in its employ) except any such expense, disbursement or advance as may arise from its negligence, default or willful misconduct. The Authority, to the extent permitted by law, shall indemnify, defend and hold harmless the Trustee against any loss, damages, liability or expense incurred without negligence or bad faith on the part of the Trustee, arising out of or in connection with the acceptance or administration of the trusts created hereby, including costs and expenses (including reasonable attorneys' fees and expenses) of defending itself against any claim or liability in connection with the exercise or performance of any of its powers hereunder. The rights of the Trustee and the obligations of the Authority under this Section 8.06 shall survive the discharge of the Notes and this Indenture and the resignation or removal of the Trustee.

ARTICLE IX

MODIFICATION OR AMENDMENT OF THIS INDENTURE

Section 9.01 Amendments Permitted.

(a) (1) This Indenture and the rights and obligations of the Authority, the Owners of the Notes and the Trustee may be modified or amended from time to time and at any time by a Supplemental Indenture, which the Authority and the Trustee may enter into with the written consent of the Owners of a majority in aggregate principal amount of the Notes (or, if such Supplemental Indenture is only applicable to a Series of Notes, such Series of Notes) then Outstanding

and the written consent of each Credit Provider then providing a Credit Facility for any Series of Notes then Outstanding, which written consent shall have been filed with the Trustee; provided that if such modification or amendment will, by its terms, not take effect so long as any Notes of any particular maturity remain Outstanding, the consent of the Owners of such Notes shall not be required and such Notes shall not be deemed to be Outstanding for the purpose of any calculation of Notes Outstanding under this Section. If a modification or amendment of this Indenture is proposed prior to the issuance of a Series of Notes, the owners of such Notes of such Series shall be deemed to have consented to such modification or amendment by the purchase of such Notes and no written consent shall be required from such Owners.

(2) This Indenture and the rights and obligations of the Authority, the Owners of the Notes and the Trustee may also be modified or amended at any time by a Supplemental Indenture entered into by the Authority and the Trustee which shall become binding when the written consent of each Credit Provider shall have been filed with the Trustee, provided that at such time payment of all the principal of and interest on all Outstanding Notes shall be payable under a Credit Facility in the form of a direct pay letter of credit.

(3) No such modification or amendment shall (1) extend the fixed maturity of any Note, or reduce the amount of principal thereof, or extend the time of payment provided for any Note, or reduce the rate of interest thereon, or extend the time of payment of interest thereon, without the consent of the Owner of each Note so affected, or (2) reduce the aforesaid percentage of principal the consent of the Owners of which is required to effect any such modification or amendment, or permit the creation of any lien on the Revenues and other assets pledged under this Indenture prior to or on parity with the lien created by this Indenture, or deprive the Owners of the Notes of the lien created by this Indenture on such Revenues and other assets (in each case, except as expressly provided in this Indenture), without the consent of the Owners of all of the Notes then Outstanding. It shall not be necessary for the consent of the Noteholders to approve the particular form of any Supplemental Indenture, but it shall be sufficient if such consent shall approve the substance thereof.

(b) This Indenture and the rights and obligations of the Authority, of the Trustee and of the Owners of the Notes may also be modified or amended from time to time and at any time by a Supplemental Indenture, which the Authority may adopt without the consent of any Noteholders but only to the extent permitted by law and only for any one or more of the following purposes:

(1) to add to the covenants and agreements of the Authority in this Indenture contained other covenants and agreements thereafter to be observed, to pledge or assign additional security for the Notes (or any portion thereof), or to surrender any right or power herein reserved to or conferred upon the Authority;

(2) to make provisions for the purpose of curing any ambiguity, inconsistency or omission, or of curing or correcting any defective provision, contained in this Indenture;

(3) to modify, amend or supplement this Indenture in such manner as to permit the qualification hereof under the Trust Indenture Act of 1939, as amended, or any similar federal statute hereafter in effect, and to add such other terms, conditions and provisions as may be permitted by said act or similar federal statute, and which shall not materially and adversely affect the interests of the Owners of the Notes;

(4) to make modifications or adjustments necessary, appropriate or desirable to provide for the incurrence or issuance of Parity Debt with such interest rate, payment, maturity and other terms as the Authority may deem desirable; subject to the provisions of Sections 3.04, 3.05, and 3.06.

(5) to facilitate the issuance of Notes in book-entry form, provided that no such provision shall materially and adversely affect the interests of the Owners of the Notes;

(6) to make modifications or adjustments necessary, appropriate or desirable to accommodate Credit Facilities, including any Alternate Credit Facility, provided that no such provision shall materially and adversely affect the interests of the Owners of the Notes;

(7) to make modifications or adjustments necessary to provide for or to maintain the exclusion of interest on a Series of Notes from gross income for purposes of federal income taxation;

(8) to provide for the issuance of an additional Series of Notes pursuant to provisions of Section 3.04 or Section 3.05; and

(9) for any other purpose that does not materially and adversely affect the interests of the Owners of the Notes, including, without limitation, to provide for changes requested by a Rating Agency in order to obtain or maintain a credit rating for any Series of Notes.

Notwithstanding any provision hereof, no modification or amendment hereto shall materially and adversely affect the rights, remedies or security of any Credit Provider hereunder without the prior written consent of such Credit Provider.

Section 9.02 Effect of Supplemental Indenture. From and after the time any Supplemental Indenture becomes effective pursuant to this Article, this Indenture shall be deemed to be modified and amended in accordance therewith, and the respective rights, duties and obligations under this Indenture of the Authority, each Credit Provider, the Trustee, and all Owners of Notes Outstanding shall thereafter be determined, exercised and enforced hereunder subject in all respects to such modification and, amendment, and all the terms and conditions of any such Supplemental Indenture shall be deemed to be part of the terms and conditions of this Indenture for any and all purposes.

Section 9.03 Amendment of Particular Notes. The provisions of this Article shall not prevent any Noteholder from accepting any amendment as to the particular Notes held by him, provided that due notation thereof is made on such Notes.

ARTICLE X

DEFEASANCE

Section 10.01 Payment of Notes. Notes of any Series or a portion thereof may be paid by the Authority in any of the following ways:

(a) by paying or causing to be paid the principal of and interest on such Outstanding Notes, as and when the same become due and payable;

(b) by depositing with the Trustee, the Issuing and Paying Agent, an escrow agent or other fiduciary, in trust, at or before maturity, money or securities in the necessary amount (as provided in Section 10.03) to pay such Outstanding Notes; or

(c) by delivering to the Issuing and Paying Agent, for cancellation by it, such Outstanding Notes.

If the Authority shall pay all Series for which any Notes are Outstanding and also pay or cause to be paid all other sums payable hereunder by the Authority, and shall pay all Advances and Credit Provider Loans and all other amounts owing to any Credit Provider, then and in that case, at the election of the Authority (evidenced by a Certificate of the Authority, filed with the Trustee and the Issuing and Paying Agent, signifying the intention of the Authority to discharge all such indebtedness and this Indenture), and notwithstanding that any Notes shall not have been surrendered for payment, this Indenture and the pledge of Revenues and other assets made under this Indenture and all covenants, agreements and other obligations of the Authority under this Indenture (excluding the covenants set forth in Section 6.06 and Section 6.07) shall cease, terminate, become void and be completely discharged and satisfied. In such event, upon Request of the Authority, each of the Trustee and the Issuing and Paying Agent shall cause an accounting for such period or periods as may be requested by the Authority to be prepared and filed with the Authority and shall execute and deliver to the Authority all such instruments as may be necessary or desirable to evidence such discharge and satisfaction, and each of the Trustee and the Issuing and Paying Agent shall pay over, transfer, assign or deliver to the Authority all moneys (other than those held in the Rebate Fund or any Credit Facility Fund) or securities or other property held by it pursuant to this Indenture or the Issuing and Paying Agent Agreement which, as evidenced by a verification report delivered by a firm of independent certified public accountants or other firm acceptable to the Authority, upon which the Trustee and the Issuing and Paying Agent may conclusively rely, are not required for the payment of Notes not theretofore surrendered for such payment.

Section 10.02 Discharge of Liability on Notes. Upon the deposit with the Issuing and Paying Agent for Notes of such Series, escrow agent or other fiduciary, in trust, at or before maturity, of money or securities in the necessary amount (as provided in Section 10.03) to pay any Outstanding Note, then (provided that the Credit Provider providing a Credit Facility in connection with such Note has been paid in full all amounts then owing under its Credit Agreement) all liability of the Authority in respect of such Note shall cease, terminate and be completely discharged, provided that the Owner thereof shall thereafter be entitled to the payment of the principal of and interest on such Note, and the Authority shall remain liable for such payment, but only out of such money or securities deposited as aforesaid for their payment, subject, however, to the provisions of Section 10.04 and the continuing duties of the Trustee and the applicable Issuing and Paying Agent hereunder.

The Authority may at any time surrender to the Issuing and Paying Agent for cancellation by it any Notes previously issued and delivered, which the Authority may have acquired in any manner whatsoever, and such Notes, upon such surrender and cancellation, shall be deemed to be paid and retired.

Section 10.03 Deposit of Money or Securities. Whenever in this Indenture it is provided or permitted that there be deposited with or held in trust money or securities in the necessary amount to pay any Notes, the money or securities so to be deposited or held may include money or securities held by the Trustee in the funds and accounts (other than the Rebate Fund) established pursuant to this Indenture and any money or securities held by the Issuing and Paying Agent in the funds and accounts

(other than any Credit Facility Fund) established pursuant to the Issuing and Paying Agent Agreement and shall be:

(a) lawful money of the United States of America in an amount equal to the principal amount of such Notes and all unpaid interest thereon to maturity; or

(b) non-callable and non-prepayable investment securities consisting of: (i) any bonds or other obligations which as to principal and interest constitute direct obligations of, or are unconditionally guaranteed as to full and timely payment by, the United States of America, (ii) Investment Securities of the type described in clause (iii) of the definition thereof, or (iii) any certificates, receipts, securities or other obligations (excluding mutual funds and unit investment trusts) evidencing ownership of, or the right to receive, a specified portion of one or more interest payments or principal payments, or any combination thereof, to be made on any bond, note, or other obligation described above in clause (i), the principal of and interest on which when due will, in the opinion of an independent certified public accountant delivered to the Trustee and the Issuing and Paying Agent (as set forth in a verification report upon which opinion the Trustee and the Issuing and Paying Agent may conclusively rely), provide money sufficient to pay the principal of and all unpaid interest to maturity, on the Notes to be paid, as such principal and interest become due;

provided, in each case, that the Trustee, the Issuing and Paying Agent, escrow agent or other fiduciary shall have been irrevocably instructed (by the terms of the Issuing and Paying Agent Agreement or by Request of the Authority) to apply such money to the payment of such principal and interest with respect to such Notes.

Section 10.04 Payment of Notes After Discharge of Indenture. Any moneys (other than those held in the Rebate Fund) held in trust by the Trustee or by the Issuing and Paying Agent for the payment of the principal of, or interest on, any Notes and remaining unclaimed for one (1) year after the principal of or interest on such Notes has become due and payable, if such moneys were so held at such date, or one (1) year after the date of deposit of such moneys if deposited after said date when such principal of or interest on such Notes became due and payable, shall be repaid to the Authority free from the trusts created by this Indenture, and all liability of the Trustee or the Issuing and Paying Agent, as applicable, with respect to such moneys shall thereupon cease. All moneys held by or on behalf of the Trustee or the Issuing and Paying Agent for the payment of principal of or interest on Notes shall be held uninvested, in trust for the account of the Owners thereof, and neither the Trustee nor the Issuing and Paying Agent shall be required to pay Owners any interest on, or be liable to the Owners or any other person (other than the Authority) for any interest earned on, moneys so held. Any interest earned thereon shall belong to the Authority and upon receipt by the Trustee or the Issuing and Paying Agent, as applicable, shall be transferred to the Authority.

ARTICLE XI

MISCELLANEOUS

Section 11.01 Liability of Authority Limited to Revenues. Notwithstanding anything in this Indenture or in the Notes contained, the Authority shall not be required to advance any moneys derived from any source of income other than the Revenues and the other assets pledged hereunder for any of the purposes in this Indenture mentioned, whether for the payment of the principal of or interest on the Notes or for any other purpose of this Indenture. The Authority may, however, advance funds for any such purpose, provided such funds are derived from a source legally available for such purpose.

Section 11.02 Successor Is Deemed Included in All References to Predecessor. Whenever in this Indenture either the Authority or the Trustee is named or referred to, such reference shall be deemed to include the successors or assigns thereof, and all the covenants and agreements in this Indenture contained by or on behalf of the Authority or the Trustee shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not.

Section 11.03 Limitation of Rights to Authority, Trustee, Issuing and Paying Agent, Credit Provider and Noteholders. Nothing in this Indenture or in the Notes expressed or implied is intended or shall be construed to give to any person other than the Authority, the Trustee, the Issuing and Paying Agent, each Credit Provider and the Owners of the Notes and the holders of any Parity Debt, any legal or equitable right, remedy or claim under or in respect of this Indenture or any covenant, condition or provision therein or herein contained; all such covenants, conditions and provisions are and shall be held to be for the sole and exclusive benefit of the Authority, the Trustee, the Issuing and Paying Agent, each Credit Provider and the Owners of the Notes and the holders of any Parity Debt.

Section 11.04 Waiver of Notice. Whenever in this Indenture the giving of notice by mail or otherwise is required, the giving of such notice may be waived in writing by the person entitled to receive such notice and in any such case the giving or receipt of such notice shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

Section 11.05 Destruction or Delivery of Canceled Notes. Whenever in this Indenture provision is made for the cancellation by the Trustee and the delivery to the Authority of any Notes, the Trustee may, in its sole discretion, in lieu of such cancellation and delivery, destroy such Notes, and deliver a certificate of such destruction to the Authority.

Section 11.06 Severability of Invalid Provisions. If any one or more of the provisions contained in this Indenture or in the Notes shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions contained in this Indenture and such invalidity, illegality or unenforceability shall not affect any other provision of this Indenture, and this Indenture shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. The Authority hereby declares that it would have adopted this Indenture and each and every other Section, subsection, paragraph, sentence, clause or phrase hereof and authorized the issuance of the Notes pursuant thereto irrespective of the fact that any one or more Sections, subsections, paragraphs, sentences, clauses or phrases of this Indenture may be held illegal, invalid or unenforceable.

Section 11.07 Notices. Except as otherwise provided herein or in the Indenture, the Issuing and Paying Agent Agreement, any Credit Agreement or any Dealer Agreement, for the purposes of this Indenture and each such agreement, respectively, any notice to or demand may be served or presented, and such demand may be made and shall be deemed to have been sufficiently given or served for all purposes by being delivered by electronic mail or by facsimile, receipt of which shall be conformed, or by being deposited, first-class mail postage prepaid, in a post office letter box, addressed, as the case may be, to the parties as follows:

Authority:	San Bernardino County Transportation Authority 1170 W. 3rd Street, 2nd Floor San Bernardino, CA 92410-1715 Attention: Chief Financial Officer Telephone: (909) 884-8276
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Fax: (909) 885-4407|
Email: hflores@gosbcta.com

Trustee: U.S. Bank Trust Company, National Association
633 West Fifth Street, 24th Floor
Los Angeles, CA 90071
Attention: Global Corporate Trust
Telephone: 213-615-6051
Fax: 213-615-6197

Issuing and Paying Agent: U.S. Bank Trust Company, National Association
100 Wall Street, 16th Floor
New York, NY 10005
Attention: Global Corporate Trust
Phone: (212) 361-6151
Fax: (212) 361-6153

Series A Credit Provider
(credit matters): Barclays Bank PLC
745 Seventh Avenue, 19th Floor
New York, NY 10019
Attention: Gregory Williams
Telephone: (212) 528-1051

and

Barclays Bank PLC
745 Seventh Avenue, 19th Floor
New York, New York 10019
Attention: Jim O’Keeffe
Telephone: (212) 526-8091

Series A Credit Provider
(operations/
money transfers): Barclays Bank PLC
745 Seventh Avenue
New York, New York 10019
Attention: Letter of Credit Department
Phone: (212) 320-7534
Fax: (212) 412-5011

Series A Dealer: BofA Securities, Inc.
One Bryant Park, Ninth Floor
New York, NY 10036
Attention: Tax Exempt Money Market Desk
Telephone: 212-449-5101

Section 11.08 Notice to Rating Agencies. The Trustee shall give notice to each Rating Agency of: (i) any supplements or amendments to this Indenture; (ii) any changes to, expiration of,

extension of, substitution for or termination of any Credit Facility; (iii) any substitution of any Dealer; (iv) the appointment of a successor Trustee or the appointment of a successor Issuing and Paying Agent; (v) defeasance of any Notes; and (vi) when there are no longer any Notes Outstanding.

Upon request, the Authority shall furnish such other information as any Rating Agency then maintaining a rating on a Series of Notes at the request of the Authority shall reasonably request in order to maintain such rating.

Notices to be given to Moody's and S&P initially shall be delivered at the applicable address set forth below, or at such other address as may be furnished to the Authority from time to time by each such Rating Agency:

S&P Global Ratings
55 Water Street, 41st Floor
New York, NY 10041
Attention: Municipal Structured Surveillance
Email: pubfin_structuredspglobal.com

Moody's Investors Service
99 Church Street
New York, NY 10007-2796
Attention: Public Finance

Fitch, Inc.
33 Whitehall Street
New York, NY 10004
Attention: Municipal Structured Surveillance
Email: msf.surveillance@fitchratings.com

Section 11.09 Evidence of Rights of Noteholders. Any request, consent or other instrument required or permitted by this Indenture to be signed and executed by Noteholders may be in any number of concurrent instruments of substantially similar tenor and shall be signed or executed by such Noteholders in person or by an agent or agents duly appointed in writing. Proof of the execution of any such request, consent or other instrument or of a writing appointing any such agent, or of the holding by any person of Notes transferable by delivery, shall be sufficient for any purpose of this Indenture and shall be conclusive in favor of the Trustee and of the Authority if made in the manner provided in this Section.

The fact and date of the execution by any person of any such request, consent or other instrument or writing may be proved by the certificate of any notary public or other officer of any jurisdiction, authorized by the laws thereof to take acknowledgments of deeds, certifying that the person signing such request, consent or other instrument acknowledged to him the execution thereof, or by an affidavit of a witness of such execution duly sworn to before such notary public or other officer.

The ownership of Notes shall be proved by the Note registration books held by the Issuing and Paying Agent. The Trustee may establish a record date as of which to measure consent of the Noteholders in order to determine whether the requisite consents are received.

Any request, consent, or other instrument or writing of the Owner of any Note shall bind every future Owner of the same Note and the Owner of every Note issued in exchange therefor or in lieu thereof, in respect of anything done or suffered to be done by the Trustee or the Authority in accordance therewith or reliance thereon.

Section 11.10 Disqualified Notes. In determining whether the Owners of the requisite aggregate principal amount of Notes have concurred in any demand, request, direction, consent or waiver under this Indenture, Notes which are owned or held by or for the account of the Authority, or by any other obligor on the Notes, or by any person directly or indirectly controlling or controlled by, or under direct or indirect common control with, the Authority or any other obligor on the Notes, shall be disregarded and deemed not to be Outstanding for the purpose of any such determination. Notes so owned which have been pledged in good faith may be regarded as Outstanding for the purposes of this Section if the pledgee shall establish to the satisfaction of the Trustee the pledgee's right to vote such Notes and that the pledgee is not a person directly or indirectly controlling or controlled by, or under direct or indirect common control with, the Authority or any other obligor on the Notes. In case of a dispute as to such right, any decision by the Trustee taken upon the advice of counsel shall be full protection to the Trustee.

Section 11.11 Money Held for Particular Notes. The money held by the Issuing and Paying Agent or the Trustee for the payment of the interest or principal due on any date with respect to particular Notes or Parity Debt shall, on and after such date and pending such payment, be set aside on books of the Issuing and Paying Agent or the Trustee, as applicable, and held in trust by the Issuing and Paying Agent or Trustee for the Owners of the Notes or Parity Debt entitled thereto, subject, however, to the provisions of Section 10.04.

Section 11.12 Funds and Accounts. Any fund required by this Indenture to be established and maintained by the Trustee may be established and maintained in the accounting records of the Trustee, either as a fund or an account, and may, for the purposes of such records, any audits thereof and any reports or statements with respect thereto, be treated either as a fund or as an account; but all such records with respect to all such funds shall at all times be maintained in accordance with customary standards of the industry, to the extent practicable, and with due regard for the protection of the security of the Notes and Parity Debt and the rights of every Holder thereof.

Section 11.13 Waiver of Personal Liability. No Board member, officer, agent or employee of the Authority or the Trustee shall be individually or personally liable for the payment of the principal of or interest on the Notes or be subject to any personal liability or accountability by reason of the issuance thereof; but nothing herein contained shall relieve any such Board member, officer, agent or employee of the Authority or the Trustee from the performance of any official duty provided by law or by this Indenture.

Section 11.14 Limitation on Rights of Credit Provider. All provisions under this Indenture authorizing the exercise of rights by a Credit Provider with respect to consents, approvals, directions, waivers, requests or other actions, shall be deemed not to require or permit such consents, approvals, directions, waivers, requests or other actions and shall be read as if the Credit Provider were not mentioned therein (i) during any period after which a Credit Provider fails to honor a drawing under the applicable Credit Facility presented in strict conformity with the terms and conditions of the related Credit Agreement and/or Credit Facility or (ii) after the applicable Credit Facility shall at any time for any reason cease to be valid and binding on the provider thereof, or shall be declared to be null and void by final judgment of a court of competent jurisdiction, or after the Credit Facility has been

rescinded, repudiated by the provider thereof or terminated, or after a receiver, conservator or liquidator has been appointed for the provider thereof. All provisions relating to the rights of a Credit Provider shall be of no further force and effect if all amounts owing to such Credit Provider shall have been paid pursuant to the terms of the applicable Credit Agreement entered into in connection with such Credit Facility and such Credit Facility shall no longer be in effect.

Section 11.15 Governing Law. This Indenture shall be construed and governed in accordance with the laws of the State of California.

Section 11.16 Business Day. Except as specifically set forth in a Supplemental Indenture, any payments or transfers which would otherwise become due on any day which is not a Business Day shall become due or shall be made on the next succeeding Business Day.

Section 11.17 Article and Section Headings and References. The headings or titles of the several Articles and Sections hereof, and any table of contents appended to copies hereof, shall be solely for convenience of reference and shall not affect the meaning, construction or effect of this Indenture.

All references herein to “Articles,” “Sections” and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Indenture; the words “herein,” “hereof,” “hereby,” “hereunder” and other words of similar import refer to this Indenture as a whole and not to any particular Article, Section or subdivision hereof; and words of the masculine gender shall mean and include words of the feminine and neuter genders.

Section 11.18 Effective Date of Indenture. This Indenture shall take effect upon its execution and delivery.

Section 11.19 Execution in Counterparts. This 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 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

Approved as to form:

General Counsel to the
San Bernardino County
Transportation Authority

U.S. BANK TRUST COMPANY, NATIONAL
ASSOCIATION, as Trustee

By: _____
Authorized Officer

Attachment: Amended and Restated Subordinate Indenture, 4867-1956-2357_4 (9821 : Reduce Existing Commercial Paper Program to \$25

EXHIBIT A
FORM OF SERIES A NOTE

UNITED STATES OF AMERICA
STATE OF CALIFORNIA

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY SUBORDINATE SALES
TAX REVENUE COMMERCIAL PAPER NOTE (LIMITED TAX BOND)
SERIES A

Principal Amount _____

Note Number:

Interest Rate: _____

Registered Owner:

Date of Issue:

Maturity Date:

Interest Amount: \$ _____

The San Bernardino County Transportation Authority (the “Authority”), for value received, hereby promises to pay to the Registered Owner designated above (herein called the “Holder”), on the Maturity Date identified above, but solely from the Revenues, income and other moneys hereinafter mentioned, the Principal Amount identified above, together with interest on said Principal Amount at the Interest Rate per annum (calculated on the basis of a year containing 365/366 days) identified above, upon the presentation and surrender hereof at the Corporate Trust Office of U.S. Bank Trust Company, National Association (together with any successor, the “Issuing and Paying Agent”). For payment of this Note on the Maturity Date hereof, this Note must be presented to the Issuing and Paying Agent no later than 2:00 p.m. New York City time on such day. If a Note is presented for payment after 2:00 p.m. New York City time, payment therefor shall be made by the Issuing and Paying Agent on the next succeeding business day without the accrual of additional interest thereon. The principal of and interest on this Note shall be payable in lawful money of the United States of America. This Note may be transferred or exchanged in accordance with the terms and conditions and upon payment of the charges set forth in the Amended and Restated Subordinate Indenture, dated as of September 1, 2023 (as amended and supplemented, the “Indenture”), between the Authority and U.S. Bank Trust Company, National Association, as successor trustee (together with any successor, the “Trustee”). All capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Indenture.

The Indenture provides that the Authority may issue additional series of notes and issue or incur other indebtedness, including Parity Debt, under the terms and conditions set forth in the Indenture. All notes issued under the Indenture and secured thereby are collectively referred to herein as “Notes.” All Notes and Parity Debt issued or incurred pursuant to the provisions of the Indenture will be secured under the Indenture equally and ratably with this Note. The Indenture also provides that the Issuer may issue or incur additional Senior Lien Debt.

This Note is one of a duly authorized issue of the San Bernardino County Transportation Authority Subordinate Sales Tax Revenue Commercial Paper Notes (Limited Tax Bonds) issued under,

and secured by, the Indenture. The issue of which this Note is a part is additionally designated as "Series A." Except as is otherwise authorized pursuant to the Indenture and the Issuing and Paying Agent Agreement, the aggregate principal amount of Series A Notes authorized pursuant to the Indenture may not exceed \$_____ Outstanding at any one time.

The Notes and the interest thereon (to the extent set forth in the Indenture), together with any additional Series of Notes issued and any Parity Debt issued or incurred by the Issuer pursuant to the provisions of the Indenture, and the interest thereon, are payable from, and are secured by a pledge of Revenues of the Issuer, as more particularly described in the Indenture, which pledge is subordinate to the pledge of Revenues which secures Senior Lien Debt.

The Notes are limited obligations of the Issuer and are payable, both as to principal and interest, solely from the Revenues and certain funds held on deposit by the Trustee under the Indenture and by the Issuing and Paying Agent under the Issuing and Paying Agent Agreement, and the Issuer is not obligated to pay the Notes except from such Sales Tax Revenues and such funds. The general fund of the Issuer is not liable, and the credit or taxing power (other than as described above) of the Issuer is not pledged, for the payment of the Notes or their interest. The Notes are not secured by a legal or equitable pledge of, or charge, lien or encumbrance upon, any of the property of the Issuer or any of its income or receipts, except the Sales Tax Revenues, No holder of this Note shall ever have the right to compel any other exercise of the taxing power of the Issuer to pay this Note or the interest hereon.

This Note shall not be entitled to any security or 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 Issuing and Paying Agent.

It is hereby certified and recited that 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 Note and in the issuing of this Note, do 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, and that this Note, together with all other indebtedness of the Authority pertaining to the Revenues, is within every debt and other limit prescribed by the Constitution and the statutes of the State of California, and is not in excess of the amount of Notes permitted to be issued under the Indenture or the laws of the State.

IN WITNESS WHEREOF, the SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY has caused this Note to be executed in its name and on its behalf by the facsimile signature of the President of the Board of Directors of the Authority and countersigned by the facsimile signature of the Auditor-Controller of the Authority, and to be dated the date set forth above.

SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY

By: _____
President of the Board of Directors

Countersigned:

By: _____
Auditor-Controller

FORM OF CERTIFICATE OF AUTHENTICATION

This Note is one of an issue described in the Indenture mentioned herein.

U.S. BANK TRUST COMPANY, NATIONAL
ASSOCIATION, as Issuing and Paying Agent

By: _____
Authorized Officer

Date of Authentication:

EXHIBIT B
FORM OF MASTER NOTE

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY
SUBORDINATE SALES TAX REVENUE COMMERCIAL PAPER NOTE
(LIMITED TAX BOND), SERIES ____

(Date of Issuance)

San Bernardino County Transportation Authority (the "Authority"), for value received, hereby promises to pay to Cede & Co., as nominee of The Depository Trust Company, or to registered assigns: (i) the principal amount, together with unpaid accrued interest thereon, if any, on the maturity date of each obligation identified on the records of the Authority (the "Underlying Records") as being evidenced by this Master Note, which Underlying Records are maintained by U.S. Bank Trust Company, National Association ("Paying Agent"); (ii) interest on the principal amount of each such obligation that is payable in installments, if any, on the due date of each installment, as specified on the Underlying Records; and (iii) the principal amount of each such obligation that is payable in installments, if any, on the due date of each installment, as specified on the Underlying Records. Interest shall be calculated at the rate and according to the calculation convention specified on the Underlying Records. Payments shall be made solely from the sources stated on the Underlying Records by wire transfer to the registered owner from Paying Agent without the necessity of presentation and surrender of this Master Note.

REFERENCE IS HEREBY MADE TO THE FURTHER PROVISIONS OF THIS MASTER NOTE SET FORTH ON THE REVERSE HEREOF.

This Master Note is a valid and binding obligation of the Authority.

Not Valid Unless Countersigned for Authentication by Paying Agent.

U.S. Bank Trust Company, National
Association

(Paying Agent)

San Bernardino County Transportation
Authority

(the Authority)

By: _____
(Authorized Countersignature)

By: _____
President of the Board of Directors

By: _____
Auditor-Controller

(Reverse Side of Master Note)

At the request of the registered owner, the Authority shall promptly issue and deliver one or more separate note certificates evidencing each obligation evidenced by this Master Note. As of the date any such note certificate or certificates are issued, the obligations which are evidenced thereby shall no longer be evidenced by this Master Note.

FOR VALUE RECEIVED, the undersigned hereby sells, assigns, and transfers unto

(Name, Address, and Taxpayer Identification Number of Assignee)
the Master Note and all rights thereunder, hereby irrevocably constituting and appointing _____ attorney to transfer said Master Note on the books of the Authority with full power of substitution in the premises.

Dated:

Signature(s) Guaranteed:

(Signature)

NOTICE: The signature on this assignment must correspond with name as written upon the face of this Master Note, in every particular, without alteration or enlargement or any change whatsoever.

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the Authority or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

EXHIBIT C
FORM OF ISSUANCE REQUEST

ISSUANCE REQUEST AND DIRECTION
OF THE
SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

The undersigned, an Authorized Representative of the San Bernardino County Transportation Authority, a public entity duly organized and existing under and by virtue of the laws of the State of California (the "Authority") does hereby request U.S. Bank Company, National Association, as Issuing and Paying Agent (the "Issuing and Paying Agent") under the Issuing and Paying Agent Agreement, dated as of September 1, 2023 (the "Agreement") between the Authority and the Issuing and Paying Agent, to issue San Bernardino County Transportation Authority Subordinate Sales Tax Revenue Commercial Paper Notes (Limited Tax Bonds), as follows:

1. Date of Issuance:
2. Terms of the Notes [expand as needed]:

<i>Series</i>	<i>Maturity Date</i>	<i>Principal Amount</i>	<i>Interest Rate</i>
A: Renewal (Roll-Over) Notes:	_____	\$ _____	_____ %
	_____	_____	_____
New Money Notes:	_____	_____	_____
	_____	_____	_____
Total:		\$ _____	

3. Total principal and interest amount for all Outstanding Series A Notes (including the new Notes described herein): \$_____ [cross-check: cannot exceed amount available to be drawn under the Credit Facility for the Notes]

Pursuant to Section 3.01 of the Amended and Restated Subordinate Indenture, dated as of September 1, 2023 (the “Indenture”), the undersigned hereby makes all of the certifications set forth in Exhibit D attached to the Indenture.

Upon receipt of proceeds of the Notes from the Series A Dealer, you are hereby authorized and directed to transfer \$_____ to the Trustee, comprised of \$_____ from the proceeds of the Series A Notes, for deposit in accordance with the Written Request of the Authority. All capitalized terms used but not defined herein shall have the meanings ascribed thereto in the Indenture.

IN WITNESS WHEREOF, this Issuance Request is executed and delivered this _____ day of _____, ____.

San Bernardino County Transportation Authority

By: _____
Authorized Representative

EXHIBIT D

**CERTIFICATIONS AND REPRESENTATIONS
OF THE SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY
MADE WITH EACH ISSUANCE REQUEST**

Pursuant to Section 3.01 of the Amended and Restated Subordinate Indenture, dated as of September 1, 2023 (the “Indenture”), the San Bernardino County Transportation Authority certifies the following with each executed and delivered Issuance Request:

- (i) the Credit Facility is in full force and effect;
- (ii) after the issuance of Notes as requested hereby and the application of proceeds thereof, the aggregate principal amount of Notes Outstanding will not exceed \$[_____], the aggregate principal amount of Series A Notes Outstanding will not exceed \$[_____], and the aggregate principal amount of Notes Outstanding, together with the interest due at maturity of such Notes, will not exceed the amount available to be drawn under the applicable Credit Facility;
- (iii) the issuance of Series A Notes requested hereby will be applied to pay Series A Notes maturing on the date hereof;
- (iv) the interest rates borne by the Notes to be delivered do not exceed twelve percent (12%) per annum;
- (v) the terms to maturity of the Notes do not exceed 270 days, the maturity dates of Notes set forth herein do not extend beyond five (5) days prior to the applicable Credit Facility Expiration Date, or beyond the Sales Tax Expiration Date, or beyond thirty (30) years from the date of initial issuance of Notes of such Series (as provided in the Tax Certificate);
- (vi) no Event of Default has occurred and is now continuing;
- (vii) all action on the part of the Authority necessary for the valid issuance of the Notes then to be issued has been taken and has not been rescinded or revoked;
- (viii) all provisions of State and federal law necessary for the valid issuance of such Notes and necessary to provide that interest thereon is excludable from gross income for purposes of federal income taxes and is exempt from State of California personal income taxes have been complied with;
- (ix) interest on the Notes is excludable from gross income for purposes of federal income taxes and is exempt from State of California personal income taxes;
- (x) such Notes in the hands of the Owners thereof will be valid and binding limited obligations of the Authority enforceable according to their terms;
- (xi) the Authority is in compliance with the covenants set forth in Article VI of the Indenture, including, without limitation, the tax covenants contained in Section 6.06 and 6.07, and pursuant to Section 1.8.2 of the Tax Certificate, certifies that:

- (a) the Authority has reviewed the Tax Certificate in its entirety;
 - (b) if and to the extent the Notes being issued constitute New Money Notes, all provisions of the Tax Certificate except Section 3.6 are applicable to such Notes;
 - (c) if and to the extent the Notes being issued constitute Renewal Notes, all provisions of the Tax Certificate except Section 3.5 are applicable to such Notes; and
 - (d) the facts, representations, expectations and covenants set forth in the Tax Certificate with respect to the Notes constitute the reasonable facts, representations, expectations and covenants of the Authority on the date hereof; and
- (xii) no Notice of No Issuance has been received from the Credit Provider.

EXHIBIT E
FORM OF REQUISITION – PROCEEDS FUND

REQUISITION NO. __

Initial Series/Series __ Proceeds Fund

The undersigned, _____, hereby certifies as follows:

1. I am the _____ of the San Bernardino County Transportation Authority, a public entity duly organized and existing under and by virtue of the laws of the State of California (the “Authority”).

2. Pursuant to the provisions of that certain Amended and Restated Subordinate Indenture, dated as of September 1, 2023 (the “Indenture”), between the Authority and U.S. Bank Trust Company, National Association, as trustee (the “Trustee”), I am an Authorized Representative (as such term is defined in the Indenture) of the Authority and I am delivering this Requisition on behalf of the Authority.

3. The undersigned, acting on behalf of the Authority, does hereby authorize disbursement of funds from the Initial Series/Series __ Proceeds Fund (the “Proceeds Fund”) created pursuant to Section 4.01 of the Indenture in connection with the payment of the costs of the Project, Costs of Issuance, Credit Facility Fees and other expenses (as such terms are defined in the Indenture) being financed with the proceeds of the San Bernardino County Transportation Authority Subordinate Sales Tax Revenue Commercial Paper Notes, Series __ (the “Notes”) or the payment of interest due on the Notes.

TOTAL DISBURSEMENT AMOUNT AUTHORIZED: \$ _____

4. The undersigned, acting on behalf of the Authority, hereby certifies that: (a) the costs of the Project, Costs of Issuance, Credit Facility Fees, other expenses or interest on the Notes in the amount set forth herein have been incurred by the Authority and are presently due and payable; and (b) that each item is a proper charge against the Proceeds Fund and has not been previously paid from the Proceeds Fund.

5. The undersigned, acting on behalf of the Authority, hereby certifies that there has not been filed with or served upon the Authority notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the amounts payable to any of the parties identified on Exhibit A to this Requisition, which has not been released or will not be released simultaneously with the payment of such obligation, other than materialmen’s or mechanics’ liens accruing by mere operation of law.

Dated: _____

SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY

By: _____
Authorized Representative

Attachment: Amended and Restated Subordinate Indenture, 4867-1956-2357_4 (9821 : Reduce Existing Commercial Paper Program to \$25

EXHIBIT A

Initial Series/Series __ Proceeds Fund

<i>Party To Be Paid</i>	<i>Payment Amount</i>	<i>Nature of Expenditure</i>	<i>Payment Instructions</i>
	\$_____		

Attachment: Amended and Restated Subordinate Indenture, 4867-1956-2357_4 (9821 : Reduce Existing Commercial Paper Program to \$25

EXHIBIT F**FORM OF NOTICE OF EXPIRATION DATE**

To: San Bernardino County Transportation Authority

Pursuant to Section 6.09 of the Amended and Restated Subordinate Indenture, dated as of September 1, 2023 (the "Indenture"), between the San Bernardino County Transportation Authority and U.S. Bank Trust Company, National Association, as trustee, you are hereby notified that the Credit Facility* currently in effect with respect to the Series __ Notes is scheduled to expire pursuant to its terms on _____.

Pursuant to the Credit Agreement, you may request an extension of such expiration date not more than 120 days prior thereto.

Dated: _____

U.S. BANK TRUST COMPANY, NATIONAL
ASSOCIATION,
as Issuing and Paying Agent

By: _____
Authorized Officer

* All capitalized terms used but not defined in this Notice shall have the meanings set forth in the Indenture.

General Contract Information

Contract No: 20-1002269 Amendment No.: 2

Contract Class: Payable Department: Finance

Vendor No.: 03525 Vendor Name: US Bank National Association

Description: Issuing and paying agent for the commercial paper program.

List Any Related Contract Nos.: 19-1002086, 19-1002122, 19-1002123, 20-1002256

Dollar Amount							
Original Contract		\$	30,000.00	Original Contingency		\$	-
Prior Amendments		\$	1,000.00	Prior Amendments		\$	-
Prior Contingency Released		\$	-	Prior Contingency Released (-)		\$	-
Current Amendment		\$	35,000.00	Current Amendment		\$	-
Total/Revised Contract Value		\$	66,000.00	Total Contingency Value		\$	-
	Total Dollar Authority (Contract Value and Contingency)					\$	66,000.00

Contract Authorization

Board of Directors Date: 09/06/2023 Board Item # 9821

Contract Management (Internal Purposes Only)

Other Contracts Sole Source? No Board Approved Budget Adjustment

Federal/Local Professional Services (Non-A&E) N/A

Accounts Payable

Estimated Start Date: 09/04/2019 Expiration Date: 09/04/2023 Revised Expiration Date: 09/06/2025

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	66,000.00	-
GL:	6010	40	0860	0827	53701	48005008		BNSF	3,555.70	-
GL:	2080	40	0860	0811	53701	42106803		HBP	30,985.00	-
GL:	6010	40	0860	0811	53701	42403003		Barstow	4,015.00	-
GL:	2080	40	0860	0827	53701	42106803		HBP	27,444.30	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-
GL:									-	-

Hilda Flores

Project Manager (Print Name)

Hilda Flores

Task Manager (Print Name)

Additional Notes:

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

and

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
as Issuing and Paying Agent

**AMENDED AND RESTATED
ISSUING AND PAYING AGENT AGREEMENT**

Dated as of September 1, 2023

Relating to the

**SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY
SUBORDINATE SALES TAX REVENUE COMMERCIAL PAPER NOTES
(LIMITED TAX BONDS)**

Attachment: 20-1002269-01 Amended and Restated Issuing And Paying Agent Agreement, 4868-1445-1573_4 (9821 : Reduce Existing

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AMENDED AND RESTATED ISSUING AND PAYING AGENT AGREEMENT

THIS AMENDED AND RESTATED ISSUING AND PAYING AGENT AGREEMENT, dated as of September 1, 2023 (as supplemented and amended from time to time pursuant to its terms, this “Agreement”), between the SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY, a county transportation authority duly established and existing under the laws of the State of California (the “Authority”), and U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, a national banking association duly organized and existing under and by virtue of the laws of the United States of America, as issuing and paying agent (the “Issuing and Paying Agent”), amends and restates that certain Issuing and Paying Agent Agreement, dated as of September 1, 2019 (the “Original Agreement”), by and between the Authority and U.S. Bank National Association, as predecessor issuing and paying agent;

WHEREAS, 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”);

WHEREAS, the Authority is authorized pursuant to the Local Transportation Authority and Improvement Act (as amended from time to time hereafter, the “Transportation Act”), being Chapter 5 of Division 19 of the Public Utilities Code of the State of California (Section 180200 *et seq*) to, among other things, and with voter approval, levy a retail transactions and use tax in accordance with Part 1.6 (commencing with Section 7251) of Division 2 of the California Revenue and Taxation Code (as amended from time to time hereafter, the “Sales Tax Law”) and to issue limited tax bonds payable from the proceeds of such tax,

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 Transportation 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 Transportation 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 Transportation 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 Transportation 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 Ordinance and the Transportation Act, including Section 180251 thereof, 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, as determined by the San Bernardino County Transportation Authority Expenditure Plan adopted as part of the Ordinance (including any subsequent amendments thereto, the “Expenditure Plan”), for capital outlay expenditures for transportation purposes as set forth in the Ordinance, including to carry out the transportation projects described in the Expenditure Plan,

WHEREAS, in order to provide for the issuance, authentication and delivery of certain subordinate limited tax bonds in the form of commercial paper notes (the “Notes”), to establish and declare the terms and conditions upon which the Notes shall be issued and secured and to secure the payment of the principal thereof, and interest on the Notes and obligations secured by the Sales Tax on a parity with the Notes (as more fully defined in Section 1.01 of the Indenture, “Parity Debt”), the Authority has previously entered into a Subordinate Indenture, dated as of September 1, 2019 (the “Original Indenture”), between the Authority and U.S. Bank National Association, as trustee,

WHEREAS, the Notes are issued from time to time in one or more series (each, a “Series of Notes”) to finance on a short-term basis certain transportation improvements identified in the Expenditure Plan,

WHEREAS, proceeds of the Notes may also be applied to pay interest, fees and expenses incurred by the Authority in connection with the Notes;

WHEREAS, the Notes and Parity Debt are payable from, and secured by, a pledge of Sales Tax Revenues on a subordinate basis to the pledge of Sales Tax Revenues which will secure Senior Lien Debt (as such term is defined in Section 1.01 of the Indenture) to be issued from time to time by the Authority;

WHEREAS, the Authority has determined to reduce the maximum principal amount of Notes authorized to be outstanding at any one time under the Original Indenture from \$100,000,000 to \$25,000,000 and, to effect such reduction, has entered into an Amended and Restated Subordinate Indenture, dated as of September 1, 2023 (as supplemented and amended from time to time pursuant to its terms, the “Indenture”), between the Authority and U.S. Bank Trust Company, National Association, as successor trustee (the “Trustee”),

WHEREAS, in order to facilitate the issuance and sale of Notes as the Authority may from time to time authorize to be authenticated and delivered from time to time pursuant to the provisions of the Indenture, the Authority and the Issuing and Paying Agent desire to enter in this Agreement;

WHEREAS, concurrently with the execution and delivery of the Indenture and this Agreement, the Authority has determined to authorize the issuance of a Series of Notes under the Indenture, which Series of Notes shall be designated as the San Bernardino County Transportation Authority Subordinate Sales Tax Revenue Commercial Paper Notes (Limited Tax Bonds), Series A

(the “Series A Notes”) in an aggregate principal amount not to exceed twenty-five million dollars (\$25,000,000) outstanding at any one time,

WHEREAS, in order to provide credit support and liquidity for the payment of the principal of and interest on the Series A Notes, the Authority has entered into a Reimbursement Agreement, dated as of September 1, 2019, as amended pursuant to First Amendment to Reimbursement Agreement, dated September 11, 2023 (as more fully defined in Section 1.01 of the Indenture, the “Series A Credit Agreement”), each between the Authority and Barclays Bank PLC (as more fully defined in Section 1.01 of the Indenture, the “Series A Credit Provider”), pursuant to which the Series A Credit Provider has delivered its Irrevocable Direct Pay Letter of Credit No. SB-03650 (as more fully defined in Section 1.01 of the Indenture, the “Series A Credit Facility”), which Series A Credit Facility may be drawn upon by the Issuing and Paying Agent to pay the principal of, and interest on, the Series A Notes, and the Authority’s reimbursement obligations under the Series A Credit Agreement to be evidenced by the delivery of the Series A Credit Provider Note from the Authority dated September 11, 2023, and

WHEREAS, in order to provide for the offering and sale of the Series A Notes, the Authority has determined to enter into a Dealer Agreement, dated as of September 1, 2019, as amended by a First Amendment to Dealer Agreement, dated as of September 1, 2023 (as more fully defined in Section 1.01 of the Indenture, the “Series A Dealer Agreement”), each between the Authority and BofA Securities, Inc., as dealer thereunder (as more fully defined in Section 1.01 of the Indenture, the “Series A Dealer”),

NOW, THEREFORE, the parties hereto agree as follows.

Section 1. Definitions. Unless otherwise defined herein, all capitalized terms used herein shall have the meanings assigned to such terms in the Indenture.

Section 2. Appointment of Issuing and Paying Agent. The Authority hereby appoints U.S. Bank Trust Company, National Association as issuing and paying agent for the Series A Notes and such other Series of Notes as the Authority shall authorize to be authenticated and delivered from time to time pursuant to the Indenture, in each case on the terms and conditions specified herein and in the Indenture, which Notes the Authority shall from time to time deliver or cause to be delivered to the Issuing and Paying Agent. Notwithstanding the foregoing, the Authority may, in its sole discretion, determine to enter into an additional issuing and paying agent agreement with one or more other issuing and paying agents in connection with the issuance of one or more Series of Notes subsequent to the issuance of the Series A Notes.

Section 3. Form of Notes; Supply of Notes. Each Series of Notes shall be in the form of Notes of such Series set forth in the Indenture. The Authority agrees from time to time to furnish the Issuing and Paying Agent with an adequate supply of Notes of each Series, which will be serially numbered and which will have been executed by the Authority in accordance with the provisions of Section 2.04 of the Indenture, with the principal amount, date of issue, registered owner, maturity date, interest rate and amount of interest left blank. Pending receipt of an Issuance Request, the Issuing and Paying Agent agrees to hold the Notes in safekeeping for the account of the Authority in accordance with the customary practice of the Issuing and Paying Agent.

Notwithstanding the foregoing, pursuant to Section 2.03 of the Indenture, the Authority may deliver Notes of any Series, including the Series A Notes, in the form of a Master Note, representing

all Notes of such Series to be issued from time to time, each maturing no later than the date which is five (5) days prior to the expiration date of the applicable Credit Facility. Each Master Note may be replaced by a new Master Note having a later maturity date so long as the maturity date thereof does not extend beyond the fifth (5th) day prior to the expiration date of the applicable Credit Facility, as the same may be extended from time to time. Each Master Note shall evidence indebtedness of the Authority as set forth in the Advices. Each Advice shall comply with the limitations on Notes of such Series set forth in the Indenture, including Section 2.01 and Section 2.02 of the Indenture, and Section 5 hereof. References herein to Notes when a Master Note has been issued therefor shall refer to the indebtedness under the Master Note or the Advances issued with respect thereto.

Section 4. Authorized Representatives of the Authority. From time to time the Authority agrees to furnish the Issuing and Paying Agent with a certificate certifying the incumbency and specimen signatures of officers or agents of the Authority authorized to execute Issuance Requests on behalf of the Authority and/or authorized to take other action hereunder on behalf of the Authority (each an “Authorized Representative”). Until the Issuing and Paying Agent receives a subsequent incumbency certificate of the Authority, the Issuing and Paying Agent is entitled to rely on the last such certificate delivered to it for purposes of determining the Authorized Representatives of the Authority.

The Authority agrees that the Issuing and Paying Agent shall not have any responsibility to the Authority to determine by whom or what means a facsimile signature may have been affixed on the Notes. Any Note bearing the manual or facsimile signatures of such officers of the Authority as are identified in Section 2.04 of the Indenture on the date the signatures of such officers of the Authority are affixed shall bind the Authority after the completion of such Note by the Issuing and Paying Agent, notwithstanding that either of such officers of the Authority shall have ceased to hold such office or shall have died on the date such Note is authenticated or delivered by the Issuing and Paying Agent.

Section 5. Completion, Authentication and Delivery of Notes.

(a) Instructions for the issuance and delivery of the Notes will be given in the form of an Issuance Request to be given by an Authorized Representative in writing (which writing may be transmitted by facsimile or electronic mail) or transmitted via the SPANS Online System (the “SPANS Online”), as further described in Section 26 hereof.

(b) Upon receipt of an Issuance Request as described in Section 5(a), the Issuing and Paying Agent agrees to withdraw the necessary Note(s) from safekeeping and, in accordance with such Issuance Request, agrees to

(i) complete each Note as to principal amount (which principal amount shall be \$100,000 or an integral multiple of \$1,000 in excess thereof), date of issue, maturity date (which shall not be more than two hundred seventy (270) days from the date of issuance, or later than five (5) days prior to the applicable Credit Facility Expiration Date, or beyond the Sales Tax Expiration Date, or beyond thirty (30) years from the date of initial issuance of Notes of such Series, as provided in the Tax Certificate delivered in connection with such Series of Notes), interest rate and amount of interest thereon and to register such Note as directed by the applicable Dealer;

(ii) manually authenticate each Note by any officer or employee duly authorized and designated for such purpose;

(iii) deliver the Note(s) to the applicable Dealer or its agent, which delivery shall be against receipt for payment as herein provided or as otherwise provided in such Issuance Request (if such Issuance Request does not provide for such receipt, the applicable Dealer shall nevertheless pay the purchase price for the Note(s) in accordance with Section 6 hereof), and

(iv) retain one (1) nonnegotiable copy of each Note for its records and promptly forward one (1) nonnegotiable copy of each Note to the Authority, the Trustee and the applicable Credit Provider, pursuant to the provisions of the applicable Credit Agreement.

(c) An Issuance Request must be received by the Issuing and Paying Agent by 12:00 noon New York City time, if the Note(s) are to be delivered the same day. The instructions for the issuance and delivery of Notes shall include the following information.

(i) The date of issuance of each Note (which shall be a Business Day),

(ii) The maturity date of each Note (such date shall be a Business Day and it shall not be more than 270 days from the date of issue, or later than five (5) days prior to the applicable Credit Facility Expiration Date, or beyond the Sales Tax Expiration Date, or beyond thirty (30) years from the date of initial issuance of Notes of such Series, as provided in the Tax Certificate delivered in connection with such Series of Notes).

(iii) The face amount of each Note (which shall be \$100,000 or integral multiples of \$1,000 in excess thereof),

(iv) The interest rate and interest amount of each Note.

(d) The Issuing and Paying Agent shall have no liability to the Authority for any failure or inability on the part of the Dealer to make payment on the Note(s) or if any DTC participant purchasing a Note(s) fails to settle or delays in settling its balance with DTC or if DTC or any DTC participant fails to perform in any respect. Nothing in this Agreement shall require the Issuing and Paying Agent to purchase any Note or expend Issuing and Paying Agent's own funds for the purchase price of the Note(s).

(e) The Authority understands that although the Issuing and Paying Agent has been instructed and has agreed to deliver the Notes against payment, delivery of the Notes will, in accordance with the custom prevailing in the commercial paper market, be made before receipt of payment in immediately available funds. Therefore, once the Issuing and Paying Agent has delivered a Note to the applicable Dealer, or its agent, as provided in Section 5(b)(iii), the Authority agrees to bear the risk that the applicable Dealer or its agent shall fail to remit payment for the Note to the Issuing and Paying Agent. It is understood that each delivery of Notes hereunder shall be subject to the rules of the New York Clearing House in effect at the time of such delivery and, in accordance therewith, Notes are to be delivered by 2:00 p.m., New York City time.

(f) Notwithstanding any other provision of this Agreement or the Indenture to the contrary, no Series A Notes shall be authenticated or delivered by the Issuing and Paying Agent if:

(i) such delivery would result in the aggregate principal amount of Series A Notes Outstanding being in excess of \$25,000,000, or

(ii) such delivery would result in the aggregate principal amount of Notes Outstanding together with interest to accrue thereon to maturity to be in excess of the amount available to be drawn under the Series A Credit Facility; or

(iii) such delivery would result in the delivery of Series A Notes bearing interest at an average rate per annum (calculated on the principal amount of the Series A Notes on the basis of a 365/366 day year and actual days elapsed) to the maturity date of such Series A Notes in excess of twelve percent (12%) per annum, or

(iv) the maturity date specified in the Issuance Request for such Series A Notes extends beyond two hundred seventy (270) days from the respective dates of authentication and issuance of such Series A Notes, or beyond the Sales Tax Expiration Date, or beyond five (5) days prior to the applicable Credit Facility Expiration Date, or beyond thirty (30) years from the date of initial issuance of the Series A Notes (as provided in the Tax Certificate), or

(v) a Notice of No Issuance or a Final Drawing Notice, each in such form as is set forth as an exhibit to the Series A Credit Facility or the Series A Credit Agreement, as applicable, shall have been delivered to the Issuing and Paying Agent by the Series A Credit Provider, and such Notice shall not have been withdrawn, revoked or rescinded by the Series A Credit Provider; or

(vi) the Issuing and Paying Agent shall have actual knowledge that an Event of Default under the Indenture shall have occurred and is continuing; or

(vii) the Issuing and Paying Agent shall have received written notice that the Opinion of Bond Counsel delivered regarding the exclusion of interest on the Series A Notes from the gross income of the Holders thereof for federal income tax purposes has been or is being withdrawn, which notice shall be delivered by such Bond Counsel to the Authority and the Issuing and Paying Agent.

If the Issuing and Paying Agent is unable to comply with an Issuance Request because of the existence of any of the above conditions, the Issuing and Paying Agent shall promptly notify the Authority, the Series A Dealer and the Trustee in writing of the circumstances prohibiting the issuance of the Series A Notes.

(g) Notwithstanding Section 2.01(b) of the Indenture and Section 5(f)(ii) of this Agreement, in the event a Series A Advance or a Series A Credit Provider Loan is outstanding, the Issuing and Paying Agent may authenticate and deliver a principal amount of Series A Notes which, together with interest to accrue thereon to maturity, would exceed the amount available to be drawn under the Series A Credit Facility if, upon receipt of the proceeds of such Series A Notes, the Issuing and Paying Agent shall have sufficient funds immediately available to reimburse the Series A Credit Provider for a Series A Advance or a Series A Credit Provider Loan equal to such principal amount and the Issuing and Paying Agent shall have delivered a request for reinstatement in such form as is set forth as an exhibit to the Series A Credit Facility, to the Series A Credit Provider in accordance with the provisions set forth in the Series A Credit Facility.

(h) Notwithstanding any other provision of this Agreement, including, without limitation, Section 5(b), or of the Indenture to the contrary, no Notes of any Series shall be authenticated or delivered if:

(i) such delivery would result in the aggregate principal amount of Notes of such Series Outstanding being in excess of the lesser of the principal amount of such Series Authorized pursuant to the Indenture and the amount available to be drawn by the Issuing and Paying Agent under the applicable Credit Facility for payment of principal of such Series of Notes, or

(ii) if the Credit Facility relating to Notes of such Series provides interest coverage, such delivery would result in an aggregate amount of interest to accrue on the Outstanding Notes of such Series to maturity to be in excess of the amount available to be drawn by the Issuing and Paying Agent under the applicable Credit Facility for the payment of interest on such Series of Notes, or

(iii) such delivery would result in an aggregate principal amount of Notes of such Series Outstanding, together with interest to accrue thereon, if the Credit Facility relating to Notes of such Series provides interest coverage, being in excess of the amount available to be drawn by the Issuing and Paying Agent under the applicable Credit Facility for payment of principal and interest; or

(iv) such delivery would result in the delivery of Notes of such Series Bearing interest at an average rate per annum (calculated on the principal amount of such Series of Notes on the basis of a 365/366 day year and actual days elapsed) to the maturity date of such Series of Notes in excess of twelve percent (12%) per annum, or

(v) the maturity date specified in the Issuance Request for Notes of such Series extends beyond two hundred seventy (270) days from the respective dates of authentication and issuance of such Series of Notes, or beyond five (5) days prior to the applicable Credit Facility Expiration Date, or beyond the Sales Tax Expiration Date, or beyond thirty (30) years from the date of initial issuance of the Notes of such Series (as provided in the Tax Certificate) or beyond the date of expiration of the Authority's Expenditure Plan, or

(vi) a Notice of No Issuance, in such form as is set forth in the applicable Credit Agreement, shall have been delivered to the Issuing and Paying Agent by the Credit Provider for such Series of Notes and such Notice shall not have been withdrawn or revoked by such Credit Provider; or

(vii) a Termination Certificate, in such form as is set forth in the applicable Credit Facility, shall have been delivered to the Credit Provider for such Series of Notes by the Issuing and Paying Agent; or

(viii) the Issuing and Paying Agent shall have actual knowledge or shall have received written notice that an Event of Default under the Indenture or under the Credit Agreement shall have occurred and is continuing; or

(ix) if interest on a Series of Notes is expected to be excluded from the gross income of the Holders thereof for federal income tax purposes, the Issuing and Paying Agent shall have received notice that the Opinion of Bond Counsel delivered regarding the exclusion of interest on

the Notes of such Series from the gross income of the Holders thereof for federal income tax purposes has been or is being withdrawn, which notice shall be delivered by such Bond Counsel to the Authority and the Issuing and Paying Agent.

If the Issuing and Paying Agent is unable to comply with an Issuance Request because of any of the above conditions, the Issuing and Paying Agent shall promptly notify the Authority, the applicable Dealer and the Trustee of the circumstances prohibiting the issuance of the Notes of such Series.

(i) Notwithstanding Section 5(h)(ii), in the event an Advance or a Credit Provider Loan is outstanding with respect to any Series of Notes other than the Series A Notes, the Issuing and Paying Agent may authenticate and deliver a principal amount of Notes of such Series exceeding the amount available to be drawn under the applicable Credit Facility if, upon receipt of the proceeds of the Notes of such Series, the Issuing and Paying Agent shall have sufficient funds immediately available to reimburse the applicable Credit Provider for an Advance or a Credit Provider Loan equal to such principal amount, such reimbursement to be provided by such time as shall be required pursuant to the Credit Agreement entered into in connection with such Credit Facility, and, if required for reinstatement pursuant to a Credit Facility, the Issuing and Paying Agent shall have delivered a request for reinstatement, in such form as shall be required pursuant to such Credit Facility, to the applicable Credit Provider in accordance with the provisions set forth in such Credit Facility.

(j) Notwithstanding any other provision in the Indenture or this Agreement to the contrary, so long as any Series of Notes are held by DTC in the form of a Master Note, the Issuing and Paying Agent shall deliver Notes of such Series in accordance with the terms of the applicable Letter of Representations delivered in connection with such Series of Notes and DTC's applicable rules, regulations and procedures for book-entry commercial paper program.

Section 6. Establishment and Application of Note Funds and Accounts, Demand for Payment Under Credit Facilities. Concurrently with the execution and delivery of this Agreement and for the purposes of this Agreement, the Indenture and the Credit Agreements, the Issuing and Paying Agent shall establish and maintain a fund designated as the "Series A Note Fund," and within the Series A Note Fund shall establish and maintain the Series A Note Interest Account, the Authority Series A Note Principal Account and the Dealer Series A Note Principal Account, each in accordance with the provisions set forth herein.

By 2:00 p.m. New York City time on the date that any Notes are scheduled to mature, the Authority agrees that the Authority shall have provided, or caused to be provided, to the Issuing and Paying Agent, sufficient funds from which to pay the maturing Notes and the interest thereon, which shall be paid from the funds provided as set forth in this Section 6 and in Section 7 of this Agreement, and if any such funds shall be provided directly by the Authority, the Authority further agrees that the Authority shall provide such funds by 1:00 p.m. New York City time to the Issuing and Paying Agent. When any matured Note of a Series is presented to the Issuing and Paying Agent for payment by the Holder thereof, payment shall be made from funds held pursuant to the provisions set forth in the Indenture and in this Section 6 and in Section 7 of this Agreement and in accordance with the terms thereof and hereof.

(a) On each day on which the Issuing and Paying Agent receives funds from the Trustee or the Authority with respect to interest due or to become due on Notes of a Series, the Issuing

and Paying Agent shall deposit all such amounts in the Note Interest Account for the applicable Series of Notes.

(b) On each day on which the Issuing and Paying Agent receives funds from the Trustee for the Authority with respect to principal due or to become due on Notes of a Series, the Issuing and Paying Agent shall deposit all such amounts in the Authority Note Principal Account for the applicable Series of Notes.

(c) On each day on which the Dealer for a Series of Notes or its agent takes delivery of Notes of such Series, the applicable Dealer or its agent shall pay the purchase price for such Series of Notes in immediately available funds to the Issuing and Paying Agent who shall deposit all amounts received from such Dealer with respect to the principal of such Series of Notes in the Dealer Note Principal Account for the applicable Series of Notes.

(d) On any date on which Notes of a Series secured by a Credit Facility in the form of an irrevocable direct pay letter of credit are maturing, the Issuing and Paying Agent shall draw on the applicable Credit Facility by the times and in accordance with the terms thereof, in amounts sufficient to pay the principal of, and interest on, such Series of Notes when due, solely from moneys drawn under the applicable Credit Facility and deposited in the Credit Facility Fund for the applicable Series as provided in Section 7 hereof. The Credit Facility Provider has agreed to honor such drawing prior to 2:00 p.m., New York City time, on the day such drawing is presented, by making a wire transfer to the Issuing and Paying Agent, in accordance with instructions provided by the Issuing and Paying Agent, the amount so demanded in immediately available funds. To the extent that principal of and interest on maturing Notes of such Series are paid from amounts drawn under the applicable Credit Facility, the Issuing and Paying Agent shall apply amounts on deposit in the Note Interest Account for the applicable Series to reimburse the applicable Credit Provider for the interest portion of such draw and shall apply amounts on deposit in the Authority Note Principal Account for the applicable Series and Dealer Note Principal Account for the applicable Series, with amounts on deposit in the Dealer Note Principal Account for the applicable Series to be applied first, to reimburse the applicable Credit Provider for any remaining interest portion of such draw and the principal portion of such draw, each drawing to be reimbursed by 4:00 p.m. New York City time on the date of such drawing. In the event that amounts held by the Issuing and Paying Agent on deposit in the Note Interest Account for the applicable Series are insufficient to reimburse the applicable Credit Provider for the interest portion of such draw or that amounts held by the Issuing and Paying Agent on deposit in the Authority Note Principal Account for the applicable Series and the Dealer Note Principal Account for the applicable Series are insufficient to reimburse the applicable Credit Provider for any remaining interest portion of such draw and the principal portion of such draw, the Issuing and Paying Agent shall promptly notify the Authority of the additional amount required to reimburse for the interest portion or principal portion of such draw, as applicable, which amounts shall constitute an Advance with respect to such Series of Notes. To the extent that Advances or Credit Provider Loans with respect to such Series of Notes are outstanding, the Issuing and Paying Agent shall then apply remaining amounts on deposit in the Note Interest Account for the applicable Series to reimburse the applicable Credit Provider for the interest portion of such Advances or Credit Provider Loans and shall apply amounts on deposit in the Authority Note Principal Account for the applicable Series and the Dealer Note Principal Account for the applicable Series, with amounts on deposit in the Dealer Note Principal Account for the applicable Series to be applied first, to reimburse the applicable Credit Provider for any remaining interest portion and the principal portion of such Advances or Credit Provider Loans, each payment to be made by 4:00 p.m. New York City time on such date.

(e) On any date on which Notes of a Series secured by a Credit Facility other than a Credit Facility in the form of an irrevocable direct pay letter of credit are maturing, the Issuing and Paying Agent shall draw on the applicable Credit Facility by the times and in accordance with the terms thereof and the terms of the supplement to this Agreement entered into by the Authority and the Issuing and Paying Agent in connection with the issuance of such Series of Notes to provide for such Credit Facility that is not an irrevocable direct pay letter of credit.

(f) On any date on which Notes of a Series are issued, subsequent to payment of principal of and interest on any maturing Notes, reimbursement of the applicable Credit Provider for the draws under the applicable Credit Facility, and payment to the applicable Credit Provider for any outstanding Advances and Credit Provider Loans pursuant to the applicable Credit Facility, the Issuing and Paying Agent shall transfer amounts on deposit in the applicable Dealer Note Principal Account and amounts on deposit in the applicable Authority Note Principal Account, if any, to the Trustee for deposit in the applicable Proceeds Fund established pursuant to Section 4.01 of the Indenture.

(g) Each Dealer Note Principal Account established pursuant to this Section 6 shall be an Eligible Account and shall be held in the name of the Issuing and Paying Agent, for payment of the Series of Notes to which such Dealer Note Principal Account relates and the applicable Credit Provider. In the event that a Dealer Note Principal Account no longer constitutes an Eligible Account as such term is defined in Section 1.01 of the Indenture, the Issuing and Paying Agent shall as promptly as possible (and, in any case, within not more than thirty (30) calendar days) transfer such Dealer Note Principal Account to another financial institution such that such Dealer Note Principal Account will again meet the requirements for an Eligible Account.

(h) The Issuing and Paying Agent shall hold the funds in each Note Fund for the payment of the related Series of Notes and the applicable Credit Provider, shall set such funds aside exclusively for the purposes hereinabove described, and shall apply such amounts as hereinabove described, provided, that, notwithstanding any other provision hereof, the payment of principal and interest on a Series of Notes shall have priority over the payment of any amounts owing to any Credit Provider for such Series of Notes. The Issuing and Paying Agent shall not have a lien on any Note Fund for the payment of any fees or expenses or other obligations owing to the Issuing and Paying Agent hereunder.

(i) Moneys in each Note Fund shall be invested in Investment Securities at the written direction of the Authority. If and to the extent the Issuing and Paying Agent does not receive investment instructions from the Authority with respect to the moneys in the funds and accounts held by the Issuing and Paying Agent pursuant to this Agreement, such moneys shall be invested in Investment Securities described in clause (xii) of the definition thereof. All moneys held in a Note Fund and the accounts established thereunder shall be invested and reinvested in Investment Securities maturing or available on demand not later than the date on which it is established that such moneys will be required by the Issuing and Paying Agent. The Issuing and Paying Agent may act as a principal or agent in making or disposing of any investment. All interest, profits and other income received from the investment or moneys in a Note Fund shall be retained in the account within the Note Fund to which such investment relates. Notwithstanding the foregoing, moneys in any Dealer Note Principal Account shall be held in cash, uninvested.

The Issuing and Paying Agent shall have no duty to determine whether any such written instructions received from the Authority complies with the requirements of these investment restrictions or requirements. The Issuing and Paying Agent may elect, but shall not be obligated, to

credit the account established hereunder with funds representing income or principal payments due on, or sales proceeds due in respect of, assets in such account, or to credit to such account assets intended to be purchased with such funds, in each case before actually receiving the requisite funds from the payment source, or to otherwise advance funds for transactions hereunder. Notwithstanding anything else in this Agreement, (i) any such crediting of funds or assets shall be provisional in nature, and the Issuing and Paying Agent is authorized to reverse or offset any such transactions or advances of funds in the event that the Issuing and Paying Agent does not receive good funds with respect thereto, and (ii) nothing in this Agreement shall constitute a waiver of any of the Issuing and Paying Agent's rights as a securities Intermediary under Uniform Commercial Code §9-206. The Issuing and Paying Agent may also set-off and deduct funds in any account hereunder with respect to deposits that have been credited to such account but are subsequently returned unpaid or reversed. Authority recognizes and agrees that the Issuing and Paying Agent will not provide supervision, recommendations or advice relating to either the investment of funds or the purchase or disposition of any investment and the Issuing and Paying Agent shall not have any liability for any loss in an investment made pursuant to the terms of this Agreement. The Issuing and Paying Agent has no responsibility whatsoever to determine the market or other value of any investment and makes no representation or warranty as to the accuracy of any such valuations. To the extent applicable regulations grant rights to receive brokerage confirmations for certain security transactions, Authority waives receipt of such confirmations.

Section 7. Draws Under Credit Facilities, Establishment of Credit Facility Funds, Enforcement of Provisions of Credit Facilities.

(a) The Issuing and Paying Agent shall draw upon the Credit Facilities by the times and in accordance with the terms thereof (including, without limitation, in the event of acceleration or drawings to be made prior to the maturity date of the Notes referenced as Final Drawings in the applicable Credit Facility, prior to the termination of such Credit Facility), in amounts sufficient to pay the interest on and principal of the related Series Notes when due at maturity solely from moneys drawn under such Credit Facility.

(b) Pending application as set forth in Section 7(a) above, moneys drawn under the Series A Credit Facility in order to pay principal and interest on the Series A Notes when due shall be deposited in a special fund designated as the "Series A Credit Facility Fund," which the Issuing and Paying Agent shall establish and maintain. The Issuing and Paying Agent shall hold the funds in the Series A Credit Facility Fund solely for the purpose of paying the maturing Series A Notes for which the draw on the Series A Credit Facility was made, shall set such funds aside exclusively for the payment of the principal of and interest on the Series A Notes for which the draw on the Series A Credit Facility was made, and shall apply such amounts to the payment of such principal of and interest on such Series A Notes, upon presentation thereof for payment, in accordance with the terms of this Agreement. The Issuing and Paying Agent shall not have a lien on the Series A Credit Facility Fund for the payment of any fees or expenses or other obligations owing to the Issuing and Paying Agent hereunder. Moneys in the Series A Credit Facility Fund shall be held in cash, uninvested. Any moneys drawn under the Series A Credit Facility not needed to pay the interest on and principal of the Series A Notes shall be promptly remitted by the Issuing and Paying Agent to the Series A Credit Provider.

(c) In the event a Credit Provider providing a Credit Facility delivers a Final Drawing Notice, as set forth in an exhibit to such Credit Facility, to the Trustee or Issuing and Paying Agent with respect to a Series of Notes, the Issuing and Paying Agent shall draw on such Credit Facility not later than the Business Day preceding the termination date of such Credit Facility referenced in

such Final Drawing Notice in an amount equal to the principal of and interest to become due on the Series of Notes secured by such Credit Facility and shall hold the funds received from such drawing for the payment of the principal of and interest on such Series of Notes in the applicable Credit Facility Fund solely for the payment of such Series of Notes upon the maturity thereof.

(d) The Authority hereby directs the Issuing and Paying Agent to diligently enforce all terms, covenants and conditions of the Credit Facilities, including payment when due of any draws on the Credit Facilities, and the provisions thereof relating to the payment of draws on, and the increase or reinstatement of the amount available to be drawn under the Credit Facilities, and to refrain from consenting to or agreeing to or permitting any amendment or modification thereof which would materially adversely affect the rights or security of the Holders of the Series of Notes to which the Credit Facilities relates. If at any time during the term of the Credit Facilities any successor Issuing and Paying Agent shall be appointed and qualified under this Agreement, the resigning or removed Issuing and Paying Agent shall request that each Credit Provider transfer the Credit Facilities which such Credit Provider is providing to the successor Issuing and Paying Agent. If the resigning or removed Issuing and Paying Agent fails to make such request, the successor Issuing and Paying Agent shall make such request before accepting appointment. When a Credit Facility expires in accordance with its terms or is replaced by an Alternate Credit Facility in accordance with terms set forth in Section 6.09 of the Indenture, the Issuing and Paying Agent shall promptly surrender such Credit Facility to the applicable Credit Provider.

(e) In making draws upon the Credit Facilities, the Issuing and Paying Agent shall be acting as the agent solely of, and for the exclusive benefit of, the Holders of the Notes for which the draw is being made, and shall not be acting as the agent of the Authority. The Authority shall not have any right, title, or interest in or to the Series A Credit Facility Fund, the funds therein, the Series A Credit Facility Fund, the funds therein, or funds derived from a draw under the Credit Facilities.

(f) From time to time, the Authority may request an increase or a decrease in the amount available to be drawn under a Credit Facility pursuant to the provisions of such Credit Facility and the applicable Credit Agreement entered into in connection with such Credit Facility; provided, however, the Authority may not request that the amount available to be drawn under a Credit Facility be reduced to an amount (i) less than the aggregate principal amount of the related Series of Notes outstanding and interest to accrue thereon to the maturity dates of such Notes as of the effective date of any permanent reduction or (ii) less than the amount necessary to maintain compliance with Section 6.09 of the Indenture. If such request is granted by the applicable Credit Facility Provider pursuant to the provisions of the applicable Credit Agreement, then the applicable Credit Provider will send written notice of an increase or decrease in the amount available to be drawn under such Credit Facility to the Issuing and Paying Agent. Upon receipt of any such notice, the Issuing and Paying Agent shall promptly notify each Rating Agency then rating the related Series of Notes of the new amount available to be drawn under such Credit Facility and the effective date of such change in the amount available to be drawn.

Section 8. Payment of Matured Notes. By 2:00 p.m. New York City time on the date that any Notes are scheduled to mature, the Authority agrees that the Authority shall have caused to be provided to the Issuing and Paying Agent sufficient funds from which to pay the maturing Notes and the interest thereon which shall be paid from the funds provided pursuant to Section 6 and Section 7 hereof. When any matured Note is presented to the Issuing and Paying Agent for payment by the Holder thereof, payment shall be made from funds held pursuant to the provisions set forth in Section 6

and Section 7 hereof. The Issuing and Paying Agent shall have no obligation to pay any Note that would result in an overdraft to an account.

Section 9. Reliance on Instructions. The Issuing and Paying Agent shall incur no liability to the Authority in acting hereunder upon the instructions received via such means as are contemplated hereby, which are consistent with this Agreement and which the recipient thereof believed in good faith to have been given by an Authorized Representative. In the event a discrepancy exists between any telephonic instructions given by the Authority and the written confirmation given by the Authority, or in the absence of receiving a written confirmation, the telephonic instructions as understood by the Issuing and Paying Agent will be deemed the controlling and proper instructions. Instructions transmitted by the Authority via SPANS Online shall be the equivalent to providing a duly authorized written instruction which the Issuing and Paying Agent may act upon.

Section 10. Cancellation of Notes. The Issuing and Paying Agent agrees promptly to cancel the Note(s) presented for payment and return such Notes to the Authority, or the Issuing and Paying Agent may, in its sole discretion, in lieu of such cancellation and delivery, destroy such Notes and deliver a certificate evidencing such destruction to the Authority. Promptly upon receipt of a written request of the Authority, the Issuing and Paying Agent agrees to cancel and return to the Authority all unissued Notes in the possession of the Issuing and Paying Agent at the time of such request.

Section 11. Representations and Warranties of the Authority. Each Issuance Request given to the Issuing and Paying Agent in accordance with Section 5 hereof shall constitute a representation and warranty by the Authority to the Issuing and Paying Agent and the applicable Dealer to the effect that the representations and warranties set out in Section 3.01 of the Indenture are true and correct as of the date of such Issuance Request as if such representations and warranties were made on such date.

Section 12. Compliance with Indenture. The Issuing and Paying Agent hereby agrees to accept, undertake and perform all of the duties and obligations set forth and imposed upon the Issuing and Paying Agent hereunder and under the Indenture and, in addition, the Issuing and Paying Agent agrees:

- (a) to hold all sums held by the Issuing and Paying Agent for the payment of the principal of or interest on the Notes in trust for the benefit of the Holders of the Notes until such sums shall be paid to such Holders or otherwise disposed of as provided herein and in the Indenture, including, without limitation, as provided in Section 10.04 of the Indenture;
- (b) to invest all sums, if any, held by the Issuing and Paying Agent for the payment of the principal of or interest on the Notes in Investment Securities (as such term is defined in the Indenture) in accordance with the written instructions of the Authority;
- (c) to comply with all provisions in each Letter of Representations;
- (d) to provide to each Credit Provider a monthly report, which report shall set forth a listing of all outstanding Notes supported by the Credit Facility of such Credit Provider, together with the principal amount and maturity thereof, and such other information and shall be in such form as each Credit Provider and the Issuing and Paying Agent shall have agreed upon; and

(e) to keep such books and records, including, without limitation, a complete record of all Issuance Requests, as shall be consistent with standard industry practice, and to make such books and records available for inspection upon reasonable advance notice to the Issuing and Paying Agent by the Authority, the Trustee and each Credit Provider, and, if so requested, to send copies of such books and records to the Authority, the Trustee, or each Credit Provider, as applicable.

Section 13. Notices, Addresses.

(a) All communications by or on behalf of the Authority or a Dealer, by telephone or otherwise, relating to the completion, delivery or payment of the Note(s) are to be delivered via SPANS Online or directed to the Commercial Paper Operations of the Issuing and Paying Agent at the address or email address indicated below (or to such other department or division which the Issuing and Paying Agent shall specify in writing to the Authority and each Dealer). The Authority agrees to send all Notes to be completed and delivered by the Issuing and Paying Agent to the attention of Commercial Paper Operations (or to such other department or division as the Issuing and Paying Agent shall specify in writing to the Authority). The Issuing and Paying Agent agrees to advise the Authority, each Credit Provider and each Dealer from time to time of the individuals generally responsible for the administration of this Agreement.

(b) Notices and other communications to be given hereunder shall (except to the extent otherwise expressly provided) be given in writing and shall be delivered to the address or addresses set forth below (or to such other address as the party receiving such notice shall have previously specified in writing, by notice given hereunder, to the party sending such notice).

Authority:

San Bernardino County Transportation Authority
1170 W. 3rd Street, 2nd Floor
San-Bernardino, CA 92410-1715
Attention: Chief Financial Officer
Phone: (909) 884-8276
Fax: (909) 885-4407
Email: hflores@gosbcta.com

Issuing and Paying Agent:

For inquiries regarding the issuance and delivery of the Notes:

U.S. Bank Trust Company, National Association
100 Wall Street, 6th Floor
New York, New York 10005
Attention: Commercial Paper Operations
Phone: (212) 951-8508
Fax: (212) 509-4529
Email: mmi.processing@usbank.com

For all other inquiries:

U.S. Bank Trust Company, National Association
100 Wall Street, 6th Floor
New York, NY 10005
Attention: Global Corporate Trust
Phone: (212) 361-6151
Fax: (212) 361-6155

Trustee:

U.S. Bank Trust Company, National Association
633 West Fifth Street, 24th Floor
Los Angeles, CA 90071
Attention: Global Corporate Trust
Telephone: 213-615-6051
Fax: 213-615-6197
Series A Credit Provider, with respect to credit matters:

Barclays Bank PLC
745 Seventh Avenue, 19th Floor
New York, NY 10019
Attention: Gregory Williams
Telephone: (212) 528-1051
Email: greg.williams@barclays.com

and

Barclays Bank PLC
745 Seventh Avenue, 19th Floor
New York, NY 10019
Attention: Jim O'Keeffe
Telephone: (212) 526-8091
Email: jim.okeefe@barclays.com

Series A Credit Provider, with respect to operations/money transfer issues:

Barclays Bank PLC
745 Seventh Avenue, 19th Floor
New York, NY 10019
Attention: Letter of Credit Department
Phone: (212) 320-7534
Fax: (212) 412-5011

Series A Dealer:

BofA Securities, Inc
 One Bryant Park, Ninth Floor
 New York, NY 10036
 Attention: Tax Exempt Money Market Desk
 Telephone: 212-449-5101
 Facsimile: 646-736-6960

Rating Agencies:

S&P Global Ratings
 55 Water Street, 41st Floor
 New York, NY 10041
 Attention: Municipal Structured Surveillance
 Email: pubfin_structured@spglobal.com

Moody's Investors Service
 99 Church Street
 New York, NY 10007-2796
 Attention: Municipal Structured Products Group

Fitch, Inc.
 33 Whitehall Street
 New York, NY 10004
 Attention: Municipal Structured Surveillance
 Email: msf.surveillance@fitchratings.com

Notices shall be deemed delivered when received at the address specified above. For purposes of this Section 13, "when received" shall mean actual receipt (x) of an electronic communication by facsimile, electronic mail or SPANS Online; (y) of an oral communication by any person answering the telephone at the office of the Issuing and Paying Agent specified in Section 13(b) hereof and otherwise at the office of the individual or department specified in or pursuant to this Agreement; or (z) of a written communication hand delivered by national overnight courier service, or by first class, certified or registered mail, return receipt requested, at the office specified in or pursuant to this Agreement.

Any notices to be delivered to any Credit Provider other than the Series A Credit Provider shall be delivered to the address specified in the Credit Agreement entered into by the Authority with such Credit Provider. Any notices to be delivered to any Dealer other than the Series A Dealer shall be delivered to the address specified in the Dealer Agreement entered into by the Authority with such Dealer.

Section 14. Additional Information. Upon the reasonable request of the Authority, the Trustee, a Dealer or a Credit Provider, as applicable, given at any time and from time to time, the Issuing and Paying Agent agrees promptly to provide the Authority, the Trustee, such Dealer or such Credit Provider, as applicable, with information with respect to the Note(s) issued and paid hereunder. Such request shall be in written form and shall include the principal amount, date of issue, maturity date, interest rate and amount of interest of each Note which has been issued or paid by the Issuing and

Paying Agent and for which the request is being made. The Issuing and Paying Agent and the Authority shall discuss from time to time the extent to which such information is reasonably available and the times at which the Issuing and Paying Agent can reasonably furnish such information. Such information may also be accessible by the Authority using SPANS Online.

Section 15. Supplements and Amendments. This Agreement may be supplemented and amended from time to time subsequent to the issuance of the Series A Notes in order to provide for the issuance of one or more additional Series of Notes in accordance with the provisions set forth in the Indenture and herein. Such supplement shall be in writing and shall be executed by the Authority and the Issuing and Paying Agent. No such supplement shall require the consent of the Holders of any Notes nor the consent of any Credit Provider.

In addition, this Agreement may be modified, amended or supplemented from time to time and at any time for any other purpose, such modification, amendment or supplement to be in writing and to be executed by the Authority and the Issuing and Paying Agent; provided, however that, no modification, amendment or supplement shall materially and adversely affect the rights of a Credit Provider unless such Credit Provider shall have approved such modification, amendment or supplement in writing and provided further that no modification, amendment or supplement shall materially and adversely affect the rights of the Holders of Notes Outstanding on the effective date of such modification, amendment, or supplement.

Section 16. Termination, Successor Issuing and Paying Agent. This Agreement may be terminated at any time by either the Authority or the Issuing and Paying Agent on the same terms and conditions as are provided for removal or resignation of the Trustee under the Indenture, which terms and conditions are set forth in Article VIII of the Indenture, and in accordance with any other terms and conditions under any related Credit Facility or Credit Agreement, as applicable. Notwithstanding the foregoing, no termination of this Agreement nor any resignation of the Issuing and Paying Agent may take effect prior to (i) the appointment by the Authority of a successor issuing and paying agent; and (ii) the assumption by such successor of the duties of the Issuing and Paying Agent under this Agreement and the Indenture, and (iii) the transfer of each Credit Facility then in effect to such successor

Section 17. Successor in Interest to Issuing and Paying Agent. Any company into which the Issuing and Paying Agent may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which the Issuing and Paying Agent may sell or transfer all or substantially all of its issuing and paying agent business, provided such company shall meet the requirements set forth in Section 6.08 of the Indenture, shall be the successor to such Issuing and Paying Agent without the execution or filing of any paper or any further act, anything herein to the contrary notwithstanding.

Section 18. Fees. The Authority and the Issuing and Paying Agent agree that the fees for the services of the Issuing and Paying Agent hereunder shall be determined in accordance with Schedule A attached hereto. The Authority and the Issuing and Paying Agent agree that such fees may be amended from time to time by the Authority and the Issuing and Paying Agent in writing.

Section 19. Liability and Indemnity. The Issuing and Paying Agent shall be liable only for its negligence or willful misconduct and shall be entitled to the same rights, privileges, indemnities and obligations as the Trustee is entitled to pursuant to the Indenture, which rights, privileges and indemnities are as set forth in Article VIII of the Indenture; provided, however, that notwithstanding

any provision of the Indenture or this Agreement to the contrary, no indemnity shall be requested or required for the Issuing and Paying Agent to take the action necessary to obtain funds under the applicable Credit Facility for payment of the interest on and principal of the Notes when due.

Section 20. Liability of the Authority Limited to Sales Tax Revenues. The Authority shall not be required to pay the principal of or interest on the Notes or any other amounts payable under or with respect to this Agreement from any source other than Sales Tax Revenues to the extent set forth in the Indenture.

Section 21. Benefit of Agreement. This Agreement is solely for the benefit of the parties hereto, each Credit Provider and the Holders, and no other Person shall acquire or have any right under or by virtue hereof.

Section 22. Severability of Invalid Provisions. If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions contained in this Agreement and such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. The Authority and the Issuing and Paying Agent each hereby declare that it would have executed and delivered this Agreement and each and every other Section, paragraph, sentence, clause or phrase hereof and authorized the issuance of the Notes pursuant thereto irrespective of the fact that any one or more Sections, paragraphs, sentences, clauses or phrases of this Agreement may be held invalid, illegal or unenforceable.

Section 23. Section Headings and References. The headings or titles of the several sections hereof and the table of contents appended hereto are solely for convenience of reference and shall not affect the meaning, construction or effect hereof. All references herein to “Sections” and other subdivisions or clauses are to the corresponding sections, subdivisions or clauses hereof; and the words “hereby,” “herein,” “hereof,” “hereto,” “herewith,” “hereunder” and other words of similar import refer to this Agreement as a whole and not to any particular section, subdivision or clause hereof.

Section 24. Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute the same instrument. The delivery of copies of this Agreement as executed by PDF or facsimile transmission shall constitute effective execution and delivery as to the parties and may be used in lieu of originals for all purposes.

Section 25. Governing Law. This Agreement is to be delivered and performed in, and shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the State of California, provided, however, to the extent not prohibited by the laws of the State of California, the rights and duties of the Issuing and Paying Agent shall be governed by and construed in accordance with the laws of the State of New York.

Section 26. SPANS Online. The Authority and each Authorized Representative may use the U.S. Bank Securities Processing Automated Notes System Online (“SPANS Online”) instruction and reporting communication service to transmit instructions to Issuing and Paying Agent or obtain reports with respect to the Notes. The Authority acknowledges that (i) some or all of the services utilized in connection with SPANS Online are furnished by SS&C Technologies, Inc. (“SS&C”),

(ii) SPANS Online is provided to Authority “AS IS” without warranties or representations of any kind whatsoever, and (iii) SPANS Online is proprietary and confidential property disclosed to Authority in confidence and may be utilized only on the SPANS Online Terms and Conditions as set forth in the SPANS Online website and for purposes set forth in this Agreement. To permit the use of SPANS Online to transmit instructions and/or obtain reports with respect to the Notes, the Issuing and Paying Agent will supply the Authority with a customer identification number and initial passwords. The Authority may thereafter change its passwords directly through SPANS Online. The Authority will keep all information relating to its identification number and passwords strictly confidential and will be responsible for the maintenance of adequate security over its customer identification number and passwords. Instructions transmitted by the Authority over SPANS Online and received by Issuing and Paying Agent pursuant to this Agreement shall be deemed conclusive evidence that such instructions are correct and complete and that the issuance or redemption of the Notes directed thereby has been duly authorized by Authority.

Section 27. Responsibility of Issuing and Paying Agent with Respect to Electronic Signatures. The Issuing and Paying Agent shall not have any duty to confirm that the person sending any notice, instruction or other communication (a “Notice”) by electronic transmission (including by e-mail, facsimile transmission, web portal or other electronic methods) is, in fact, a person authorized to do so. Electronic signatures believed by the Issuing and Paying Agent to comply with the E-SIGN Act of 2000 or other applicable law (including electronic images of handwritten signatures and digital signatures provided by DocuSign, Orbit, Adobe Sign or any other digital signature provider acceptable to Agent) shall be deemed original signatures for all purposes. The Authority assumes all risks arising out of the use of electronic signatures and electronic methods to send Notices to the Issuing and Paying Agent, including without limitation the risk of the Issuing and Paying Agent acting on an unauthorized Notice, and the risk of interception or misuse by third parties. Notwithstanding the foregoing, the Issuing and Paying Agent may in any instance and in its sole discretion require that an original document bearing a manual signature be delivered to the Issuing and Paying Agent in lieu of, or in addition to, any such electronic Notice.

IN WITNESS WHEREOF, the SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY and U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, have caused this Agreement to be executed in their respective names by their duly authorized representatives all as of the date and year first above written.

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

By: _____
Executive Director

**U.S. BANK TRUST COMPANY, NATIONAL
ASSOCIATION**, as Issuing and Paying Agent

By: _____
Authorized Officer

Attachment: 20-1002269-01 Amended and Restated Issuing And Paying Agent Agreement, 4868-1445-1573_4 (9821 : Reduce Existing

SCHEDULE A
FEES OF THE ISSUING AND PAYING AGENT

[See attached fee schedule of the Issuing and Paying Agent.]

Attachment: 20-1002269-01 Amended and Restated Issuing And Paying Agent Agreement, 4868-1445-1573_4 (9821 : Reduce Existing



U.S. Bank National Association
Global Corporate Trust Services
Schedule of Fees for Services as
Issuing and Paying Agent
SBCTA
SERIES 2019
300M

Initial Fees

01010	Acceptance Fee The acceptance fee includes the administrative review of documents, communication and coordination with the Issuer, Dealers, Depository Trust Company and other agents and members of the working group, initial set-up of the account, and other reasonably required services up to and including the closing. This is a one-time fee, payable at closing.	\$1,000.00
16156	Legal Expenses Includes fees and expenses of legal counsel	\$3,000.00

Administration Fees

04720	Issuing / Paying Agent Annual Administration Fee Annual administration fee for performance of routine duties as issuing and paying agent associated with the management of the account, including maintenance of the records of notes issued and continuing communication with the Issuer, Dealers / Placement Agents and the Depository Trust Company. Administration fees are payable annually in advance.	\$2,500.00 (per series)
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Transaction Fees

10100	Book Entry Issuance, Per Trade Includes: Wire charges (proceeds and payments), Current DTC charges, Computer maintenance fees, Collateral Charges, Periodic Reports and Tax reporting.	\$20.00
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Direct out-of-pocket expenses:

At cost

Reimbursement of expenses associated with the performance of our duties, including but not limited to publications, legal counsel after the initial closing, travel expenses and filing fees (if any) would be billable at cost.

Additional terms:

Extraordinary services are responses to requests, inquiries or developments, or the carrying out of duties or responsibilities of an unusual nature, including termination, which may or may not be provided for in the governing documents, and are not routine or undertaken in the ordinary course of business. Payment of fees is appropriate where particular requests, inquiries or developments are unexpected, even if the possibility of such things could have been foreseen at the inception of the transaction. A reasonable charge will be assessed and collected by the Trustee based on the nature of the extraordinary service. At our option, these charges will be billed at a flat fee or at our hourly rate then in effect.

Account approval is subject to review and qualification, including documentation to our satisfaction. Absent your written instructions to sweep or otherwise invest, all sums in your account will remain uninvested and no accrued interest or other compensation will be credited to the account.

To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. For a non-individual person such as a business entity, a charity, a trust or other legal entity, we will ask for documentation to verify its formation and existence as a legal entity. We may also ask to see financial statements, licenses, identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation.

December 19, 2018

Attachment: Fee Schedule (9821 : Reduce Existing Commercial Paper Program to \$25 million and Amend and Extend Required Documents.)

General Contract Information

Contract No: 19-1002086 Amendment No.: 1

Contract Class: Payable Department: Finance

Vendor No.: 03508 Vendor Name: Barclays Bank PLC

Description: Notes and interest for bank credit services for letter of credit for Commercial Paper Program

List Any Related Contract Nos.: 19-1002256, 19-1002122, 19-1002123, 20-1002269

Dollar Amount							
Original Contract		\$	108,956,713.00	Original Contingency		\$	-
Prior Amendments		\$	-	Prior Amendments		\$	-
Prior Contingency Released		\$	-	Prior Contingency Released (-)		\$	-
Current Amendment		\$	(75,000,000.00)	Current Amendment		\$	-
Total/Revised Contract Value		\$	33,956,713.00	Total Contingency Value		\$	-
		Total Dollar Authority (Contract Value and Contingency)				\$	33,956,713.00

Contract Authorization

Board of Directors Date: 09/06/2023 Board Item # 9821

Contract Management (Internal Purposes Only)

Other Contracts Sole Source? No Board Approved Budget Adjustment

Federal/Local Professional Services (Non-A&E) N/A

Accounts Payable

Estimated Start Date: 09/04/2019 Expiration Date: 09/04/2023 Revised Expiration Date: 09/11/2025

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	33,956,713.00	-	
GL:	6018	60	0964	0630	57500		49053600	CP	25,000,000.00	-
GL:	2080	40	0860	0827	57550		42106802	HBP	5,893,915.00	-
GL:	6010	40	0860	0827	57550		48005007	BNSF	843,619.00	-
GL:	2080	40	0860	0811	57550		42106803	HBP	1,964,639.00	-
GL:	6010	40	0860	0811	57550		42403003	Barstow	254,540.00	-
GL:										-
GL:								-		-
GL:								-		-
GL:								-		-
GL:								-		-
GL:								-		-
GL:								-		-
GL:								-		-
GL:								-		-
GL:								-		-

Hilda Flores

Project Manager (Print Name)

Hilda Flores

Task Manager (Print Name)

Additional Notes: The commercial paper program is being reduced from \$100M to \$25M.

Attachment: 19-1002086-01 CSS Barclay's [Revision 2] (9821 : Reduce Existing Commercial Paper Program to \$25 million and Amend and

**FIRST AMENDMENT TO
REIMBURSEMENT AGREEMENT**

This FIRST AMENDMENT TO REIMBURSEMENT AGREEMENT (this "*Amendment*") dated September 11, 2023 (the "*Effective Date*"), is between the SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY, a public entity organized and existing under the laws of the State of California (together with its successors and assigns, the "*Obligor*"), and BARCLAYS BANK PLC (together with its successors and assigns, the "*Bank*"). All capitalized terms used herein and not defined herein shall have the meanings set forth in the hereinafter defined Agreement.

WITNESSETH

WHEREAS, the Obligor and the Bank have heretofore entered into that certain Reimbursement Agreement dated as of September 1, 2019 (as amended, supplemented, modified or restated from time to time, the "*Agreement*"), pursuant to which the Bank has issued its Irrevocable Direct-Pay Letter of Credit No. SB-03650 dated September 12, 2019 (the "*Letter of Credit*"), supporting the San Bernardino County Transportation Authority's Subordinate Sales Tax Revenue Commercial Paper Notes (Limited Tax Bonds) Series A and Series B (the "*Notes*");

WHEREAS, pursuant to Section 8.1 of the Agreement, the Agreement may be amended by a written amendment thereto, signed by the Obligor and the Bank;

WHEREAS, the Obligor has instructed the Issuing and Paying Agent to submit a Certificate Regarding Reduction of the Stated Amount as provided in the Letter of Credit in order to reduce the Stated Amount as provided herein; and

WHEREAS, the parties hereto desire to amend the Agreement and extend the Letter of Credit Expiration Date;

NOW THEREFORE, in consideration of the premises, the parties hereto hereby agree as follows:

1. AMENDMENTS.

Upon satisfaction of the conditions precedent set forth in Section 2 hereof, the Agreement shall be amended as follows:

1.01. The definitions of "*Fee Agreement*," "*Issuing and Paying Agent*," "*Stated Amount*" and "*Trustee*" set forth in Section 1.1 of the Agreement are hereby amended and restated in their entireties and as so amended shall be restated to read as follows:

"*Fee Agreement*" shall mean that certain Amended and Restated Fee Agreement dated September 11, 2023, between the

Bank and the Obligor, as the same may be amended, restated, supplemented or otherwise modified from time to time.

“*Issuing and Paying Agent*” shall mean U.S. Bank Trust Company, National Association, as issuing and paying agent under the Issuing and Paying Agent Agreement.

“*Stated Amount*” shall mean, as of any date, the maximum amount which, by the terms of the Letter of Credit, is available to be drawn under the Letter of Credit as of such date (which shall be \$27,219,179 as of September 11, 2023).

“*Trustee*” shall mean U.S. Bank Trust Company, National Association, as trustee under the Indenture.

1.02. Section 2.12(b) of the Agreement is hereby amended in its entirety and as so amended shall be restated to read as follows:

(b) *Reduction in Stated Amount.* The Obligor may elect to reduce the Stated Amount of the Letter of Credit from time to time prior to the Letter of Credit Expiration Date by instructing the Issuing and Paying Agent in writing (with a copy to the Bank) to submit a Certificate Regarding Reduction of the Stated Amount (substantially in the form of Exhibit C to the Letter of Credit) to the Bank as provided in the Letter of Credit. Upon such reduction, the Stated Amount of the Letter of Credit shall not be less than the principal amount of all outstanding Notes plus, if applicable, interest on such Notes to their stated maturity dates. Upon any such reduction, the Obligor shall pay any fees set forth in the Fee Agreement related to such reduction, if any.

1.03. The notice information of the Bank and the Issuing and Paying Agent set forth in Section 8.2 of the Agreement is hereby amended and restated in their entireties and as so amended shall be restated to read as follows:

If to the Bank, with respect to credit matters:

Barclays Bank plc
745 Seventh Avenue, 19th Floor
New York, New York 10019
Attention: Gregory Williams
Telephone: (212) 528-1051
Email: gregory.williams@barclays.com

and

Barclays Bank plc
 745 Seventh Avenue, 19th Floor
 New York, New York 10019
 Attention: Jim O'Keeffe
 Telephone: (212) 526-8091
 Email: jim.okeeffe@barclayscapital.com

If to the Issuing and Paying Agent:

U.S. Bank Trust Company, National Association
 100 Wall Street, 6th Floor
 New York, NY 10005
 Attention: Global Corporate Trust
 Phone: (212) 361-6151
 Fax: (212) 361-6153

2. CONDITIONS PRECEDENT.

This Amendment shall become effective on the Effective Date subject to the satisfaction of or waiver by the Bank of each of the following conditions precedent:

2.01. The Obligor and the Bank shall each have delivered an executed counterpart of this Amendment and the Amended and Restated Fee Agreement dated September 11, 2023 (the "*Amended and Restated Fee Agreement*"), between the Obligor and the Bank.

2.02. Delivery to the Bank by the Obligor of (a) evidence that the Obligor has authorized the execution and delivery of this Amendment and the Amended and Restated Fee Agreement and the performance of its obligations under the Agreement, as amended by this Amendment, and the Amended and Restated Fee Agreement and (b) a customary certificate executed by appropriate officers of the Obligor respecting the incumbency and signature of the officer of the Obligor executing this Amendment and the Amended and Restated Fee Agreement.

2.03. The Bank shall have received a Certificate Regarding Reduction of the Stated Amount, substantially in the form of Exhibit B attached hereto, from the Issuing and Paying Agent.

2.04. The Bank shall have received an opinion of Bond Counsel, in form and substance satisfactory to the Bank, on which the Bank is entitled to rely.

2.05. All other legal matters pertaining to the execution and delivery of this Amendment shall be reasonably satisfactory to the Bank and its counsel.

3. REPRESENTATIONS AND WARRANTIES OF THE OBLIGOR.

3.01. The Obligor hereby represents and warrants that the following statements shall be true and correct as of the date hereof:

(a) the representations and warranties of the Obligor contained in Article IV of the Agreement (as amended hereby) are true and correct on and as of the date hereof as though made on and as of such date, except to the extent a representation or warranty relates specifically to an earlier date (in which case such representation and warranty shall be true and correct as of such date); and

(b) no Default, Event of Default or Rating Event has occurred and is continuing or would result from the execution of this Amendment.

3.02. In addition to the representations of the Obligor given in Article IV of the Agreement, the Obligor hereby represents and warrants as follows:

(a) The execution, delivery and performance by the Obligor of this Amendment, the Amended and Restated Fee Agreement and the Agreement, as amended hereby, have been duly authorized by all necessary action and will not violate or cause a default under any provision of any contract, agreement, mortgage, indenture or other undertaking to which it is a party or which is binding upon it or any of its property or assets, and will not result in the imposition or creation of any Lien, charge, or encumbrance upon any of its properties or assets pursuant to the provisions of any such contract, agreement, mortgage, indenture or undertaking other than that imposed in the Financing Documents on the Revenues, subject to the prior pledge and Lien provided for in the Senior Lien Bond Indenture to secure the Senior Lien Obligations.

(b) No authorization, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body is required for the due execution, delivery and performance by the Obligor of this Amendment, the Amended and Restated Fee Agreement or the Agreement, as amended hereby.

(c) This Amendment, the Amended and Restated Fee Agreement and the Agreement, as amended hereby, each constitute the valid and legally binding obligation of the Obligor, which obligation is enforceable in accordance with its terms, subject to the limitations imposed by bankruptcy, insolvency, fraudulent conveyance, receivership, conservatorship, reorganization, arrangement, liquidation, moratorium or other similar laws affecting the enforcement of creditors' rights

4 REQUEST FOR EXTENSION OF LETTER OF CREDIT EXPIRATION DATE.

The Obligor hereby requests that the Bank extend the Letter of Credit Expiration Date to September 11, 2025, and the Bank, upon the effectiveness of this Amendment, agrees to such request and will deliver to the Issuing and Paying Agent a Notice of Extension substantially in the form attached hereto as Exhibit A to effectuate such extension.

5. FEES.

The Obligor shall pay, promptly upon receipt of invoice, the reasonable fees and expenses of counsel to the Bank (such fees not to exceed \$10,000 plus expenses) in connection with the preparation of this Amendment and the Amended and Restated Fee Agreement and the transactions contemplated hereby. The reasonable fees and expenses of counsel to the Bank shall be paid directly to the Bank's special counsel, Chapman and Cutler LLP, in accordance with instructions provided by Chapman and Cutler LLP.

6. MISCELLANEOUS.

Except as specifically amended herein, the Agreement shall continue in full force and effect in accordance with its terms. Reference to this Amendment need not be made in any note, document, agreement, letter, certificate, the Agreement, the Letter of Credit or any communication issued or made subsequent to or with respect to the Agreement, it being hereby agreed that any reference to the Agreement shall be sufficient to refer to, and shall mean and be a reference to, the Agreement, as hereby amended. In case any one or more of the provisions contained herein should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired hereby. All capitalized terms used herein without definition shall have the same meanings herein as they have in the Agreement. THIS AMENDMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK; *PROVIDED* THAT THE POWER AND AUTHORITY OF THE OBLIGOR TO EXECUTE, DELIVER AND PERFORM ITS OBLIGATIONS UNDER THIS AMENDMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA.

This Amendment may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. This Amendment may be delivered by the exchange of signed signature pages by facsimile transmission or by e-mail with a pdf copy or other replicating image attached, and any printed or copied version of any signature page so delivered shall have the same force and effect as an originally signed version of such signature page.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered by their respective officers hereunto duly authorized as of the Effective Date.

SAN BERNARDINO COUNTY TRANSPORTATION
AUTHORITY

By: _____
Name: _____
Title: _____

*[Signature Page to SBCTA Series A and Series B Notes
First Amendment to Reimbursement Agreement]*

BARCLAYS BANK PLC

By: _____

Name: Gregory Williams

Title: Authorized Signatory for and on
behalf of Barclays Bank PLC

*[Signature Page to SBCTA Series A and Series B Notes
First Amendment to Reimbursement Agreement]*

Attachment: 19-1002086-01 Barclays SBCTA first amendment to Reimbursement Agreement (Series A&B CP) 4885-4908-6325 v7 (9821 : Reduce

EXHIBIT A**NOTICE OF EXTENSION**

September 11, 2023

U.S. Bank Trust Company, National Association,
as Issuing and Paying Agent
100 Wall Street, Suite 1600
New York, NY 10005
Attention: Global Corporate Trust

San Bernardino County Transportation Authority
Subordinate Sales Tax Revenue Commercial Paper Notes
(Limited Tax Bonds),
Series A and Series B

Irrevocable Direct Pay Letter of Credit No. SB-03650

Ladies and Gentlemen:

The undersigned, a duly authorized officer of Barclays Bank PLC (the “*Bank*”), hereby advises you, with respect to the above-referenced Irrevocable Direct Pay Letter of Credit No. SB-03650 dated September 12, 2019 (the “*Letter of Credit*”; any capitalized term used herein and not defined shall have its respective meaning as set forth in the Letter of Credit) issued by the Bank in your favor, that:

1. At the request and for the account of the Applicant, we hereby extend the date referenced in paragraph 1(a) of the Letter of Credit (as such date may have been extended previously from time to time) to September 11, 2025.
2. Except as specifically provided in paragraph (1) above, all of the terms and conditions of the Letter of Credit remain unchanged and in full force and effect.
3. This Notice of Extension shall be and constitute part of the Letter of Credit.
4. This Notice of Extension may be executed in one or more counterparts which together shall constitute a single instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the undersigned have executed and delivered this Notice of Extension as of the 11th day of September, 2023.

BARCLAYS BANK PLC

By _____
Name: _____
Title: _____

EXHIBIT B**CERTIFICATE REGARDING REDUCTION OF THE STATED AMOUNT**

Barclays Bank PLC
745 Seventh Avenue
New York, New York 10019
Attention: Letter of Credit Department

San Bernardino County Transportation Authority
Subordinate Sales Tax Revenue Commercial Paper Notes
(Limited Tax Bonds)
Series A and Series B

Irrevocable Direct Pay Letter of Credit No. SB-03650

Ladies and Gentlemen:

The undersigned, a duly authorized officer of U.S. Bank Trust Company, National Association, as Beneficiary and Issuing and Paying Agent (the "*Beneficiary*"), hereby certifies to Barclays Bank PLC (the "*Bank*") with respect to the above-referenced Irrevocable Direct Pay Letter of Credit (the "*Letter of Credit*"; any capitalized term used herein and not defined shall have its respective meaning as set forth in the Letter of Credit) issued by the Bank in favor of the Issuing and Paying Agent, that:

1. The Applicant has instructed the Beneficiary to reduce the Stated Amount of the Letter of Credit.
2. The Principal Portion shall be reduced by an amount equal to \$75,000,000 and the Interest Portion shall be reduced by \$6,657,534 which is 270 days' interest at 12% per annum (based on a year of 365 days) on the amount of the reduction in the Principal Portion.
3. Pursuant to paragraph 3 of the Letter of Credit, the Stated Amount shall be reduced automatically by \$81,657,534, such reduction to be allocated so that the Principal Portion and the Interest Portion of the Stated Amount are reduced by the amounts stated in paragraph 2, upon receipt by the Bank of this Certificate.
4. In connection with the delivery of this Certificate, the Issuing and Paying Agent hereby represents that the Stated Amount of the Letter of Credit shall not be reduced below the principal amount of Notes outstanding plus 270 days' of interest at 12% per annum based on a year of 365 days.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Beneficiary has executed and delivered this Certificate as of the 11th day of September, 2023.

U.S. BANK TRUST COMPANY, NATIONAL
ASSOCIATION, as Beneficiary and Issuing and
Paying Agent

By: _____

Name: _____

Title: _____

Contract No.:	<u>19-1002122</u>	Amendment No.:	<u>1</u>
Contract Class:	<u>Payable</u>	Department:	<u>Finance</u>
Vendor No.:	<u>03549</u>	Vendor Name:	<u>BOFA Securities, Inc</u>
Description:	<u>Fee for Services performed as dealer for commercial Paper</u>		
List Any Related Contract Nos.:	<u>19-1002086, 20-1002256, 19-1002123, 20-1002256</u>		

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

Board of Directors	Date: 09/06/2023	Board	Item # 9821
Contract Management (Internal Purposes Only)			

Other Contracts		Sole Source?	No	Board Approved Budget Adjustment
Federal/Local	Professional Services (Non-A&E)			N/A

[illegible]

Hilda Flores

Task Manager (Print Name)

Additional Notes: Fee for dealer is 0.05% principal amount of Series A notes outstanding. Amount is calculated at \$25 million Times 0.05% by two years. Related contracts are for the letter of credit or provide services related to the letter of credit (19-1002086), if an amendment is taking place please verify that if the rest of the contracts need to be amended too.

**SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY
SUBORDINATE SALES TAX REVENUE COMMERCIAL PAPER NOTES
(LIMITED TAX BONDS), SERIES A**

**FIRST AMENDMENT TO
COMMERCIAL PAPER DEALER AGREEMENT**

This FIRST AMENDMENT TO COMMERCIAL PAPER DEALER AGREEMENT, dated as of September 11, 2023 (the “Amendment”), is entered into by and between the San Bernardino County Transportation Authority (the “Issuer”) and BofA Securities, Inc. (the “Dealer”).

WHEREAS, the Issuer and the Dealer entered into the Commercial Paper Dealer Agreement, dated as of September 12, 2019 (the “Original Dealer Agreement”), relating to the Series A Notes; and

WHEREAS, the Issuer has determined to reduce the maximum aggregate principal amount of Notes that are authorized to be outstanding under the Subordinate Indenture at any one time to \$25,000,000, and

WHEREAS, in furtherance of such reduction, the Authority has amended and restated the Subordinate Indenture and the Issuing and Paying Agent Agreement; and

WHEREAS, the parties desire to amend the Original Dealer Agreement to reflect the reduction in the maximum aggregate principal amount of Notes authorized to be outstanding under the Subordinate Indenture at any one time;

NOW, THEREFORE, for and in consideration of the mutual covenants made herein, and subject to the terms and conditions set forth herein, the parties hereto agree as follows:

Section 1. Definitions. Excepted as amended by the provisions hereof, all capitalized terms not otherwise defined herein shall have the meaning set forth in the Original Dealer Agreement.

Section 2. Amendments.

(a) The definition of “Note Counsel” set forth in Section 1 of the Original Dealer Agreement is hereby amended in its entirety as follows:

“Note Counsel” shall mean Stradling Yocca Carlson & Rauth, a Professional Corporation, bond counsel to the Issuer.

(b) The definition of “Offering Memorandum” set forth in Section 1 of the Original Dealer Agreement is hereby amended in its entirety as follows:

“Offering Memorandum” shall mean the Offering Memorandum, dated September 11, 2023, relating to the Notes, as may be supplemented, updated or amended.

(c) Section 3(a) of the Original Dealer Agreement is hereby amended in its entirety as follows:

(a) The Dealer acknowledges that the terms and conditions of the Series A Notes are set forth in the Subordinate Indenture and the Issuing and Paying Agent Agreement and that, in particular, (i) the Series A Notes shall be issued in an aggregate principal amount not to exceed \$25,000,000 outstanding at any time; (ii) no Notes may be outstanding beyond five (5) days prior to the Credit Facility Expiration Date (as defined in the Subordinate Indenture), or beyond the Sales Tax Expiration Date (as defined in the Subordinate Indenture), or beyond thirty (30) years from the date of initial issuance of Notes of such Series; (iii) each of the Series A Notes shall (A) be issued in the denomination of \$100,000 or any integral multiple of \$1,000 in excess of \$100,000; (B) have maturities not exceeding 270 days from the date of issue, but in all events maturing not less than five (5) days before the applicable expiration date of the Credit Facility; (C) not contain any condition of redemption or right to prepay; and (D) bear such interest rates, if interest bearing, or will be sold at such discount from their face amounts, as shall be agreed upon by the Dealer and the Issuer, as set forth in Section 4 below, subject to the terms and conditions set forth in the Subordinate Indenture and the Issuing and Paying Agent Agreement. Notwithstanding anything to the contrary herein, to the extent of any conflict between the provisions hereof and of the Subordinate Indenture and Issuing and Paying Agent Agreement, the provisions of the Subordinate Indenture or Issuing and Paying Agent Agreement, as applicable, shall be controlling.

Section 3. Provisions of Original Dealer Agreement in Effect. Except as expressly amended or supplemented herein, all of the provisions of the Original Dealer Agreement shall remain in full force and effect.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed and delivered as of the date hereof.

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

By: _____
Raymond Wolfe
Executive Director

BOFA SECURITIES, INC.

By: _____
Bryon Rockwell
Managing Director

SYCR DRAFT
08/15/23

OFFERING MEMORANDUM DATED SEPTEMBER 11, 2023

See “RATINGS” herein

In the opinion of Stradling Yocca Carlson & Rauth, a Professional Corporation (“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 with respect to the Notes is excluded from gross income for federal income tax purposes and is not an item of tax preference or purposes of calculating the federal alternative minimum tax imposed on individuals. In the further opinion of Bond Counsel, interest with respect to the Notes is exempt from State of California personal income tax. See “TAX MATTERS” herein with respect to other tax consequences relating to the Notes, including with respect to the alternative minimum tax imposed on certain large corporations for tax years beginning after December 31, 2022. Bond Counsel expresses no opinion regarding any other tax consequences relating to the ownership or disposition of or the accrual or receipt of interest with respect to the Notes. A complete copy of the opinion to be delivered by Bond Counsel is set forth in Appendix D hereto.

**SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY
SUBORDINATE SALES TAX REVENUE COMMERCIAL PAPER NOTES
(LIMITED TAX BONDS)**

**Not to Exceed \$25,000,000
Series A Notes**

The San Bernardino County Transportation Authority Subordinate Sales Tax Revenue Commercial Paper Notes (Limited Tax Bonds), Series A (the “Notes”) are deliverable in fully registered form and, when issued, will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York (“DTC”). See APPENDIX C—“BOOK-ENTRY ONLY SYSTEM.”

Payment of the Notes are supported by an Irrevocable Direct Pay Letter of Credit (the “Credit Facility”) that has been issued by Barclays Bank PLC (the “Credit Provider”) pursuant to the terms and conditions of a Reimbursement Agreement, dated as of September 1, 2019, as amended by a First Amendment to Reimbursement Agreement, dated September 11, 2023 (collectively, the “Reimbursement Agreement”), each by and between the Credit Provider and the San Bernardino County Transportation Authority (the “Authority”).

[INSERT BARCLAYS LOGO]

The Notes are limited obligations of the Authority payable, both as to principal and interest, solely from the Sales Tax Revenues and certain funds held on deposit by the Trustee under the Amended and Restated Subordinate Indenture, dated as of September 1, 2023 (the “Subordinate Indenture”), between the Authority and U.S. Bank Trust Company, National Association, as successor trustee (the “Trustee”) and by the Issuing and Paying Agent under the Amended and Restated Issuing and Paying Agent Agreement (as defined herein), and the Authority is not obligated to pay the Notes except from such Sales Tax Revenues and such funds as provided in the Subordinate Indenture. The general fund of the Authority is not liable, and the credit or taxing power (other than as described above) of the Authority is not pledged, for the payment of the Notes or their interest. The Notes 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. No holder of any Note shall ever have the right to compel any other exercise of the taxing power of the Authority to pay any Note or the interest thereon.

The Authority has incurred obligations secured by Sales Tax Revenues and certain other funds on a basis senior to the Notes. Subject to certain financial covenants, the Authority may incur additional obligations secured by Sales Tax Revenues and certain other funds on a basis senior to, on parity with, or subordinate to the Notes. The Notes are not subject to prepayment or redemption prior to their maturity.

The Notes are being offered solely on the basis of the Credit Facility and the financial strength of the Credit Provider and not the operations, financial strength or condition of the Authority. Accordingly, this Offering Memorandum does not describe the financial condition of the Authority. Timely payment of the Notes is dependent upon the availability of the funds under the Credit Facility. If for any reason a Credit Provider fails to honor a properly presented and conforming drawing due under the Credit Facility, the Authority makes no representation, and no assurance can be given, that the Authority would have sufficient funds on hand and available to make the corresponding payment of principal and interest on the Notes. The ratings assigned to the Notes are based on the creditworthiness of the Credit Provider.

Dealer

BofA Securities

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INTRODUCTION

This introduction is not a summary of the Offering Memorandum. It is only a brief description of and guide to, and is qualified by, more complete and detailed information contained in the entire Offering Memorandum and the documents summarized or described herein. A full review should be made of the entire Offering Memorandum for an informed investment decision.

The information in this Offering Memorandum has been obtained from the Authority, the Credit Provider and other sources believed to be reliable. The references herein to the Subordinate Indenture, the Issuing and Paying Agent Agreement, the Reimbursement Agreement and the Credit Facility do not purport to be complete or definitive, do not constitute summaries thereof, and are qualified in their entirety by reference to the provisions thereof. The information and expressions of opinion in this Offering Memorandum are subject to change without notice after the date hereof and future use of this Offering Memorandum shall not otherwise create any implication that there has been no change in the matters referred to in this Offering Memorandum since the date hereof. The information contained herein will not typically be distributed or updated upon each new sale of Notes, although the information may be distributed from time to time.

The purpose of this Offering Memorandum is to provide certain general information in connection with the issuance and sale from time to time by the San Bernardino County Transportation Authority Subordinate Sales Tax Revenue Commercial Paper Notes (Limited Tax Bonds), Series A (the “Notes”). The Authority may issue and have outstanding at any one time an aggregate principal amount of \$25,000,000 of Notes. The Notes are not subject to prepayment or redemption prior to their maturity.

The Notes are limited obligations of the San Bernardino County Transportation Authority (the “Authority”) payable from and secured by a subordinate pledge of “Revenues,” consisting of (i) Sales Tax Revenues (defined herein), (ii) 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, and (iii) as and to the extent applicable, the other funds pledged under the Amended and Restated Subordinate Indenture, dated as of September 1, 2023 (the “Subordinate Indenture”), between the Authority and U.S. Bank Trust Company, National Association, as successor trustee (the “Trustee”). “Sales Tax Revenues” are the amounts collected on account of the one-half of one percent (1/2%) retail transactions and use tax (the “Sales Tax”) imposed in the County of San Bernardino (the “County”) pursuant to Local Transportation Authority and Improvement Act, Chapter 5 of Division 19 of the Public Utilities Code of the State of California (Section 180200 *et seq.*), as such may be amended from time to time hereafter (the “Transportation Act”) and the Ordinance (defined herein) on and after April 1, 2010, after deducting amounts payable by the Authority to the California Department of Tax and Fee Administration of the State of California (“CDTFA”) for costs and expenses for its services in connection with the retail transactions and use taxes collected pursuant to the Transportation Act.

Collection of the Sales Tax commenced on April 1, 1990 and was continued by the Ordinance (described below) adopted on June 2, 2004 for a period of thirty years beginning on April 1, 2010. The Sales Tax expires on March 31, 2040.

The payment of the Notes is supported by an Irrevocable Direct Pay Letter of Credit (the “Credit Facility”) issued by Barclays Bank PLC (the “Credit Provider”) pursuant to a Reimbursement Agreement, dated as of September 1, 2019, as amended by a First Amendment to Reimbursement Agreement, dated September 11, 2023, each by and between the Credit Provider and the Authority. See APPENDIX A—“SUMMARY OF THE CREDIT FACILITY” and APPENDIX B—“THE CREDIT PROVIDER.”

Capitalized terms used and not defined herein shall have the respective meanings ascribed to such terms in the Subordinate Indenture or the Amended and Restated Issuing and Paying Agent Agreement, dated as of

September 1, 2023 (the “Issuing and Paying Agent Agreement”), between the Authority and U.S. Bank Trust Company, National Association, as successor paying agent (the “Paying Agent”).

The Notes are secured by a subordinate lien on and payable from the Revenues on a subordinate basis to any Senior Lien Debt (defined below), including the Authority’s outstanding Bonds, issued from time to time pursuant to the Indenture, dated as of March 1, 2012, between the Trustee and the Authority, as originally executed or as it may from time to time be supplemented or amended by any supplemental indenture delivered pursuant to the provisions thereof (the “Senior Bond Indenture”). Currently the Authority has outstanding \$155,045,000 million in aggregate principal amount of Senior Lien Debt. See “THE AUTHORITY AND THE SALES TAX—Senior Lien Debt.”

THE AUTHORITY AND THE SALES TAX

The Authority

The Authority is responsible for carrying out the provisions of the Ordinance (defined below) and developing and approving the program of projects in the Expenditure Plan (defined below). 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.

Senate Bill 1305, approved by the Governor on August 26, 2016 and effective on January 1, 2017, consolidated the transportation-related functions and authorities of the San Bernardino County Transportation Commission and the County’s local transportation authority, service authority for freeway emergencies, and congestion management agency into a single entity, which was the Authority.

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 Sales Tax is collected by CDTFA and transmitted to the Authority to finance transportation capital improvements and/or such other transportation improvements as permitted by the Transportation Act, the Ordinance and the Expenditure Plan. See “THE COMMERCIAL PAPER NOTES—Security for the Commercial Paper Notes.”

Senior Lien Debt

As of the date hereof, the Authority has outstanding approximately \$155 million in aggregate principal amount of senior lien debt, consisting of the Authority’s Sales Tax Revenue Bonds (Limited Tax Bonds), 2014 Series A (the “2014 Bonds”), currently outstanding the principal amount of approximately \$98.1 million, and the Authority’s Sales Tax Revenue Refunding Bonds (Limited Tax Bonds), 2022 Series A (the “2022 Bonds”), currently outstanding in the principal amount of approximately \$56.9 million. The 2014 Bonds and the 2022 Bonds are referred to herein as the “Senior Lien Bonds.”

The Authority has entered into a TIFIA Loan Agreement, dated as of June 17, 2021 (the “TIFIA Loan Agreement”), by and between the Authority and the United States Department of Transportation, relating to the I-10 Corridor Contract 1 Project. The Authority’s payment obligations under the TIFIA Loan Agreement are secured by a pledge of certain toll revenues. To provide additional security under the TIFIA Loan Agreement,

the Authority agreed to make certain payments from Revenues (the “TIFIA Sales Tax Payments”) to U.S. Bank Trust Company, National Association, as trustee under the indenture relating to the Authority’s toll revenue obligations. The payment of the TIFIA Sales Tax Payments from Revenues is subordinate to payments on the Notes or any Parity Obligations.

The Authority currently has no obligations outstanding subordinate to the Senior Lien Debt, other than the Notes and the TIFIA Sales Tax Payments.

Investment Policy

The Authority’s funds are invested in accordance with an Investment Policy that was adopted by the Authority’s Board of Directors on October 2, 1996, revised most recently on May 3, 2023. The current Investment Policy may be found at: <https://www.gosbcta.com/wp-content/uploads/2023/08/Policy20100-8152023.pdf>

Information on the Electronic Municipal Market Access Website

Pursuant to continuing disclosure undertakings of the Authority in connection with the outstanding Senior Lien Debt, the Authority is obligated to file with the Municipal Securities Rulemaking Board (“MSRB”) through the Electronic Municipal Market Access (“EMMA”) website certain financial information and operating data and to provide notices of the occurrence of certain listed events under securities laws. No such information is incorporated herein by reference.

The information and opinions herein and in any reports or filings pursuant to the Authority’s disclosure undertakings are subject to change without notice, and neither the delivery thereof nor the delivery of this Offering Memorandum shall, under any circumstances, create any implication that there has been no change in the affairs of the Authority or other matters described therein or herein.

THE COMMERCIAL PAPER NOTES

Issuance of Commercial Paper Notes

The Notes and any Parity Debt will be issued from time to time and secured pursuant to the terms of the Subordinate Indenture. “Parity Debt” means all amounts payable with respect to principal and interest under any Credit Agreement or Credit Provider Note (as such terms are defined in the Subordinate Indenture) and all indebtedness or other obligations of the Authority for borrowed money or with respect to regularly scheduled payments under any interest rate swap agreement having an equal lien upon the Revenues and therefore payable on parity with the Notes (whether or not any Notes are Outstanding); provided, however, that any payments with respect to an interest rate swap agreement which represent termination payments or unwinding payments will constitute Subordinate Obligations and will not constitute Parity Debt. The Notes will finance on a short-term basis certain transportation improvements identified in the Expenditure Plan. Proceeds of the Notes may also be applied to pay interest, fees and expenses incurred by the Authority in connection with the Notes.

The Notes will bear interest payable at maturity at a rate not to exceed twelve percent (12%) per annum calculated on the basis of a year consisting of 365/366 days and actual number of days elapsed and will mature on a Business Day not more than two hundred seventy (270) days after their respective dates of issuance, but in no event later than five (5) days prior to the Credit Facility expiration date, or beyond expiration of the Sales Tax. The Notes are issued pursuant to the Issuing and Paying Agent Agreement only in denominations of \$100,000 and in integral multiples of \$1,000 in excess thereof.

The Notes are fully registered notes registered in the name of Cede & Co., as registered owner and nominee for The Depository Trust Company (“DTC”), New York, New York. Beneficial ownership interests in the Notes are available in book-entry form only, and purchasers of the Notes will not receive certificates

representing their interests in the Notes purchased. While held in book-entry form, all payments of principal of and interest on the Notes will be made by wire transfer to DTC or its nominee as the sole registered owner of the Notes. Payments to the beneficial owners are the responsibility of DTC and its participants. See APPENDIX C—“BOOK-ENTRY ONLY SYSTEM.”

Security for Commercial Paper Notes

The Notes and any Parity Debt will be payable from, and secured by, a pledge, on a subordinate basis to Senior Lien Debt, of Revenues, consisting of (i) Sales Tax Revenues, (ii) 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, and (iii) as and to the extent applicable, the other funds pledged under the Subordinate Indenture.

In addition, payment of the principal of and interest on the Notes when due is supported by the Credit Facility. The Notes are being offered solely on the basis of the Credit Facility and the financial strength of the Credit Provider and not the operations, financial strength or condition of the Authority. See APPENDIX A—“SUMMARY OF THE CREDIT FACILITY” and APPENDIX B—“THE CREDIT FACILITY PROVIDER.”

Subject only to the provisions of the Subordinate Indenture and the Senior Bond Indenture permitting the application thereof for the purposes and on the terms and conditions set forth therein, all Revenues are irrevocably pledged by the Authority to secure the punctual payment of the principal of and interest on the Notes and Parity Debt, in accordance with their respective terms, including, without limitation, obligations of the Authority with respect to principal and interest payable under the Reimbursement Agreement for amounts advanced under the Credit Facility, and shall not be used for any other purpose while any of the Notes remain Outstanding, the Credit Facility remains in effect or any Parity Debt remains unpaid. The pledge of Revenues made in the Subordinate Indenture shall be irrevocable until all of the Notes are no longer Outstanding, any Credit Facility has terminated in accordance with its terms and all Parity Debt is paid or discharged.

Limited Obligations

The Notes are limited obligations of the Authority and are payable, both as to principal and interest, exclusively from the Revenues and certain funds held on deposit by the Trustee under the Subordinate Indenture and by the Issuing and Paying Agent under the Issuing and Paying Agent Agreement. The Authority is not obligated to pay the Notes except from such Revenues and such funds. The general fund of the Authority is not liable, and the credit or taxing power (other than as described above) of the Authority is not pledged, for the payment of the Notes or their interest. The Notes 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. No holder of any Note shall ever have the right to compel any other exercise of the taxing power of the Authority to pay any Note or the interest thereon.

ABSENCE OF MATERIAL LITIGATION

There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body pending or, to the best of the knowledge of the Authority after reasonable investigation, threatened in any way (i) seeking to restrain or enjoin the issuance, sale or delivery of any of the Notes, (ii) challenging the validity of the Notes, or (iii) questioning the political existence of the Authority or contesting the Authority’s ability to impose and collect the Sales Tax.

THE DEALER

The Authority has appointed BofA Securities, Inc. as the dealer (the “Dealer”) with respect to the offering and sale from time to time of the Notes. The Dealer has entered into a distribution agreement with its

affiliate Merrill Lynch, Pierce, Fenner & Smith Incorporated (“MLPF&S”). As part of this arrangement, the Dealer may distribute securities to MLPF&S, which may in turn distribute such securities to investors through the financial advisor network of MLPF&S. As part of this arrangement, the Dealer may compensate MLPF&S as a dealer for their selling efforts with respect to Notes.

The Dealer and its respective affiliates together comprise a full service financial institution engaged in various activities, which may include securities trading, commercial and investment banking, financial advisory, investment management, principal investment, hedging, financing and brokerage activities. The Dealer and its respective affiliates may have, from time to time, performed and may in the future perform, various investment banking services for Authority for which they received or will receive customary fees and expenses. In the ordinary course of their various business activities, the Dealer and its respective affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities and financial instruments which may include bank loans and/or credit default swaps) for its own account and for the accounts of its customers and may at any time hold long and short positions in such securities and instruments. Such investment securities activities may involve securities and instruments of the Authority.

The Dealer has provided the following sentence for inclusion in this Offering Memorandum. The Dealer has reviewed the information in this Offering Memorandum in accordance with, and as part of, their responsibility to investors under the federal securities law as applied to the facts and circumstances of this transaction, but the Dealer does not guarantee the accuracy or completeness of such information.

The Dealer is not acting as a financial or municipal advisor to the Authority in connection with the remarketing of the Notes.

MUNICIPAL ADVISOR

The Authority has retained PFM Financial Advisors, LLC, San Francisco, California, as municipal advisor (the “Municipal Advisor”) in connection with the Notes. The Municipal Advisor is an independent registered municipal advisor. 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 Offering Memorandum.

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 with respect to the Notes 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. However, it should be noted that for tax years beginning after December 31, 2022, with respect to applicable corporations as defined in Section 59(k) of the Internal Revenue Code of 1986, as amended (the “Code”), generally certain corporations with more than \$1,000,000,000 of average annual adjusted financial statement income, interest on the Notes might be taken into account in determining adjusted financial statement income for purposes of computing the alternative minimum tax imposed by Section 55 of the Code on such corporations. In the further opinion of Bond Counsel, interest on the Notes 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 on the Notes is based upon certain representations of fact and certifications made by the Authority and others and is subject to the condition that the Authority comply with all requirements of the Code, that must be satisfied subsequent to the issuance of the Notes to assure that interest on the Notes 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 on the Notes to be included in gross income for federal income tax purposes retroactive to the date of issuance of the Notes. The Authority has covenanted to comply with all such requirements.

Notice 94-84, 1994-2 C.B. 559, states that the Internal Revenue Service (the “IRS”) is studying whether the amount of the payment at maturity on short-term debt obligations (i.e., debt obligations with a stated fixed rate of interest which mature not more than one year from the date of issue) that is excluded from gross income for federal income tax purposes is (i) the stated interest payable at maturity or (ii) the difference between the issue price of the short-term debt obligations and the aggregate amount to be paid at maturity of the short-term debt obligations (the “original issue discount”). For this purpose, the issue price of the short-term debt obligations is the first price at which a substantial amount of the short-term debt obligations is sold to the public (excluding bond houses, brokers, or similar persons or organizations acting in the capacity of dealers, placement agents or wholesalers). Until the IRS provides further guidance with respect to tax-exempt short-term debt obligations, taxpayers may treat either the stated interest payable at maturity or the original issue discount as interest that is excluded from gross income for federal income tax purposes. However, taxpayers must treat the amount to be paid at maturity on all tax-exempt short-term debt obligations in a consistent manner. Taxpayers should consult their own tax advisors with respect to the tax consequences of ownership of Notes if the taxpayer elects original issue discount treatment.

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 Notes will be selected for audit by the IRS, and it is also possible that the market value of the Notes might be affected as a result of such an audit of the Notes (or by an audit of similar obligations). 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 Notes to the extent that it adversely affects the exclusion from gross income of interest on the Notes or their market value.

SUBSEQUENT TO THE ISSUANCE OF THE NOTES 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 NOTES INCLUDING THE IMPOSITION OF ADDITIONAL FEDERAL INCOME OR STATE TAXES BEING IMPOSED ON OWNERS OF TAX-EXEMPT STATE OR LOCAL OBLIGATIONS, SUCH AS THE NOTES. THESE CHANGES COULD ADVERSELY AFFECT THE MARKET VALUE OR LIQUIDITY OF THE NOTES. NO ASSURANCE CAN BE GIVEN THAT SUBSEQUENT TO THE EXECUTION AND DELIVERY OF THE NOTES 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 NOTES, 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 NOTES.

Bond Counsel’s opinions may be affected by actions taken (or not taken) or events occurring (or not occurring) after the date of issuance of the Notes. Bond Counsel has not undertaken to determine, or to inform any person, whether any such actions or events are taken or do occur. The Issuing and Paying Agent Agreement, the Subordinate Indenture, and the Tax Certificate relating to the Notes permit certain actions to be taken or to be omitted if a favorable opinion of 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 on the Notes if any such action is taken or omitted based upon the advice of counsel other than Stradling Yocca Carlson & Rauth.

Although Bond Counsel is rendering an opinion that interest on Notes 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 Notes and the accrual or receipt of interest with respect to the Notes may otherwise affect the tax liability of certain persons. The extent of these other tax consequences will depend upon the

recipient's particular tax status and other items of income or deductions. Bond Counsel expresses no opinion regarding any such tax consequences. Accordingly, before purchasing any of the Notes, all potential purchasers should consult their tax advisors with respect to collateral tax consequences relating to the Notes.

A complete copy of the proposed opinion of Bond Counsel is set forth in Appendix D—"FORM OF OPINION OF BOND COUNSEL."

RATINGS

The Notes have received ratings of "A-1" from S&P Global Ratings, "P-1" from Moody's Investors Service and "F1" from Fitch Ratings based on the delivery of the Credit Facility supporting payment of the Notes.

The Authority furnished to such rating agencies certain information and materials regarding the Notes. In addition, the Credit Provider furnished certain information to such rating agencies regarding the Credit Provider and its Credit Facility. There is no assurance the rating on the Notes will continue for any given period or that it will not be revised downward or withdrawn entirely by the rating agencies, if in the judgment of such rating agencies, circumstances so warrant and, therefore, any prospective purchaser should confirm the rating prior to purchasing the Notes. Any such change in or withdrawal of any such rating could have an adverse effect on the market for or market price of the Notes. The above ratings are not recommendations to buy, sell or hold the Notes. The Authority has not undertaken to provide notice to the holders of the Notes of any change in the ratings on the Notes.

The ratings on Notes may be adversely affected by a downgrade of the credit rating of the Credit Provider. Although the Authority has covenanted to maintain a Credit Facility for the Notes, it is not obligated to replace the Credit Provider in the event of a downgrade of the Credit Provider's rating. The Authority has not covenanted to provide notice to holders of the Notes of any downgrade of the credit ratings of the Credit Provider.

LEGAL MATTERS

Stradling Yocca Carlson & Rauth, a Professional Corporation, Newport Beach, California, Bond Counsel, has rendered the legal opinion described in "TAX MATTERS" above, the form of which is set forth in Appendix D hereto. Bond Counsel is not passing upon and undertakes no responsibility for the accuracy, completeness or fairness of the information contained in this Offering Memorandum.

ADDITIONAL INFORMATION

Information herein concerning the Authority is limited. No attempt has been made to summarize the Issuing and Paying Agent Agreement or the Credit Facility. The descriptions of and reference to such documents contained herein do not purport to be complete, and such references to and descriptions of such documents and all other documents and other items described herein are qualified in their entirety by reference to each such document and item.

Copies of the Issuing and Paying Agent Agreement, the Credit Facility and the Reimbursement Agreement (portions of which may be in redacted form) may be obtained from the Dealer.

No dealer or other person has been authorized by the Authority to give any information or to make any representations other than those contained in this Offering Memorandum, and if given or made, such other information or representations must not be relied upon as having been authorized by the Authority.

APPENDIX A

SUMMARY OF THE CREDIT FACILITY

The following summaries of the Credit Facility and the Reimbursement Agreement do not purport to be comprehensive or definitive and are subject in all respects to all of the terms and provisions of the Credit Facility and the Reimbursement Agreement, to which reference is made hereby. Investors are urged to obtain and review copies of the Credit Facility and the Reimbursement Agreement in order to understand all of their respective terms. Capitalized terms used but not defined herein shall have the meanings set forth in the Credit Facility or the Reimbursement Agreement, as applicable, and reference thereto is made for full understanding of their import.

The Credit Facility

In accordance with the terms of the Reimbursement Agreement, dated as of September 1, 2019, as amended by First Amendment to Reimbursement Agreement, dated September 11, 2023 (collectively, the “Reimbursement Agreement”), each by and between Barclays Bank PLC (the “Credit Provider”) and the Authority, the Credit Provider has delivered an Irrevocable Direct Pay Letter of Credit (the “Credit Facility”) in a maximum stated amount of \$27,219,179 (the “Stated Amount”), which is the sum of the total aggregate principal amount of the Series A Notes (the “Notes”) supported by the Credit Facility (\$25,000,000), plus interest accrued thereon at an assumed rate of 12% per annum for a period of 270 days, on the basis of a 365-day year in an amount equal to \$2,219,179. The Stated Amount of the Credit Facility may be reduced and reinstated from time to time pursuant to the provisions of the Credit Facility. U.S. Bank Trust Company, National Association, as Issuing and Paying Agent, may draw upon the Credit Facility to pay the unpaid principal amount of the Notes on their respective stated maturity dates, together with accrued and unpaid interest thereon. All payments made by the Credit Provider pursuant to the Credit Facility shall be made from funds of the Credit Provider and not from the funds of any other Person.

The Credit Facility will automatically expire at the close of business, on the date which is the earliest to occur of (the “Stated Expiration Date”): September 11, 2025, as such date may be extended by the Credit Provider upon delivery of a written notice of extension of the Credit Facility; the date upon which the Credit Provider receives the certificate of the Issuing and Paying Agent (or, if a later effective date is stipulated in such certificate, then such later date), appropriately completed stating that (i) all outstanding Notes have been paid in full in accordance with the Issuing and Paying Agent Agreement and the Authority has instructed the Issuing and Paying Agent to terminate the Credit Facility or (ii) the Issuing and Paying Agent has accepted an Alternate Credit Facility in accordance with the Subordinate Indenture, all drawings made under the Credit Facility have been paid and the Authority has instructed the Issuing and Paying Agent to terminate the Credit Facility; and the first to occur of the date which is 15 calendar days after the Issuing and Paying Agent receives a final drawing notice from the Credit Provider stating that an Event of Default or a Rating Event (each as defined below) has occurred and is continuing under the Reimbursement Agreement and requesting the Issuing and Paying Agent to make a final drawing under the Credit Facility, or the date, following receipt of such final drawing notice, upon which the Issuing and Paying Agent has drawn upon the Credit Facility the amount required thereby and as permitted by the Credit Facility and the proceeds of such drawing have been distributed to the Issuing and Paying Agent.

The Reimbursement Agreement

General. The Reimbursement Agreement sets forth the terms and conditions whereby the Authority is required to repay to the Credit Provider any amounts drawn by the Issuing and Paying Agent under the Credit Facility.

Rating Event. As set forth in the Reimbursement Agreement, “Rating Event” means the occurrence of (i) S&P or Fitch assigning a long-term unenhanced rating to any Senior Lien Bonds (as defined in the Reimbursement Agreement) of the Authority, or, in the event no Senior Lien Bonds are then outstanding, an Underlying Rating (as defined in the Reimbursement Agreement), below “BBB-” (or its equivalent) or suspending or withdrawing such rating for credit related reasons, (ii) Moody’s assigning a long-term unenhanced rating to any Senior Lien Bonds of the Authority or, in the event no Senior Lien Bonds are then outstanding, an Underlying Rating, below “Baa3” (or its equivalent) or suspending or withdrawing such rating for credit related reasons, or (iii) either (x) S&P or Fitch assigns a long-term unenhanced rating to any Senior Lien Bonds of the Authority, or, in the event no Senior Lien Bonds are then outstanding, an Underlying Rating, below “A-” (or its equivalent), which such rating continues below “A-” for 180 consecutive days, or (y) Moody’s assigns a long-term unenhanced rating to any Senior Lien Bonds of the Authority, or, in the event no Senior Lien Bonds are then outstanding, an Underlying Rating, below “A3” (or its equivalent), which such rating continues below “A3” for 180 consecutive days.

Events of Default. If any of the following events occur, each such event will be an “Event of Default” under the Reimbursement Agreement:

(a) The Authority shall fail to pay, or cause to be paid, when due (i) the principal of or interest on any Reimbursement Obligation or (ii) any other amount payable under the Reimbursement Agreement or under the Fee Agreement, and such default shall continue unremedied for five (5) Business Days; or

(b) The issuance of any Notes shall result in a violation by the Authority of any law, rule or regulation, or any order of any court, governmental agency or regulatory body, or any indenture or loan or credit agreement (including the Reimbursement Agreement), or any other agreement or instrument, applicable to the Authority or to such issuance; or

(c) (i) An “event of default” shall occur and be continuing under any other Financing Documents other than the Dealer Agreement or any Senior Lien Bond Indenture, and the expiration of any applicable grace period shall have occurred or (ii) any “event of default” under any Bank Agreement shall have occurred and be continuing beyond the expiration of any applicable grace period; or

(d) The Authority shall default in the performance of certain terms, covenants or agreements contained in the Reimbursement Agreement or the condition set forth in Section 3.2 of the Reimbursement Agreement; or

(e) The Authority shall default in the performance of any other covenant or agreement contained in the Reimbursement Agreement and such default shall continue for 30 days after the earlier of (i) written notice of such default shall have been given to the Authority by the Credit Provider and (ii) the Authority has actual knowledge of such default, without cure or correction to the satisfaction of the Credit Provider; provided that so long as the Authority, in the sole discretion of the Credit Provider, shall be proceeding with due diligence to remedy any default in the due performance or observance of such covenant or agreement which, if begun and prosecuted with due diligence, cannot be completed within a period of thirty (30) days, but can be cured, then such thirty (30) day period shall be extended to the extent necessary to enable the Authority to complete the remedying of such default through the exercise of due diligence, but in no event to exceed a period of sixty (60) days from the date of such default without receipt of prior written consent of the Credit Provider; or

(f) Any representation or warranty on the part of the Authority contained in the Reimbursement Agreement or in any other Financing Document or in any certificate furnished or delivered by the Authority to the Credit Provider pursuant to the Reimbursement Agreement or any other Financing Document or in connection with the Reimbursement Agreement or with any other Financing Document, shall prove to have been incorrect in any material respect when made or when effective or when reaffirmed, as the case may be; or

(g) The Authority shall default in the payment of principal of or interest on any Debt of the Authority payable from or secured by Sales Tax Revenues in a principal amount of \$1,000,000 or more, and the continuance of such default beyond any applicable grace period, if any, provided in the instrument under which such Debt was created; or

(h) (i) Any event or condition shall occur which results in the acceleration of the maturity of any Debt of the Authority payable from or secured by Sales Tax Revenues or Guarantee thereof of the Authority outstanding in a principal amount of \$1,000,000 or more, or enables the holder of such Debt of the Authority payable from or secured by Sales Tax Revenues or Guarantee thereof or any Person acting on such holder's behalf to accelerate the maturity thereof (whether or not such Debt is accelerated) or with the giving of notice or lapse of time or both would enable the holder of such Debt of the Authority payable from or secured by Sales Tax Revenues or Guarantee thereof or any Person acting on such holder's behalf to accelerate the maturity thereof (whether or not such Debt is accelerated); or

(ii) Any event of default shall occur which results in the mandatory tender or redemption of any Debt of the Authority payable from or secured by Sales Tax Revenues or Guarantee thereof of the Authority outstanding in a principal amount of \$1,000,000 or more, or enables the holder of such Debt of the Authority payable from or secured by Sales Tax Revenues or Guarantee thereof or any Person acting on such holder's behalf to demand purchase or redemption thereof (whether or not such Debt is purchased or redeemed) or with the giving of notice or lapse of time or both would enable the holder of such Debt of the Authority payable from or secured by Sales Tax Revenues or Guarantee thereof or any Person acting on such holder's behalf to require the purchase or redemption thereof (whether or not such Debt is purchased or redeemed); or

(i) Any funds on deposit in, or otherwise to the credit of, any funds or accounts established under the Subordinate Indenture (other than any rebate fund relating to federal tax rebate liability) shall become subject to any writ, judgment, warrant or attachment, execution or similar process by a court of competent jurisdiction; or

(j) (i) The Authority shall commence any case, proceeding or other action (A) under any existing or future law of any jurisdiction relating to bankruptcy, insolvency, reorganization or relief of debtors, seeking to have an order for relief entered with respect to it or seeking to adjudicate it insolvent or a bankrupt or seeking reorganization, arrangement, adjustment, winding up, liquidation, dissolution, composition or other relief with respect to it or its debts, or (B) seeking appointment of a receiver, trustee, custodian or other similar official for itself or for any substantial part of its property, or the Authority shall make a general assignment for the benefit of its creditors; or (ii) there shall be commenced against the Authority any case, proceeding or other action of a nature referred to in clause (i) of this paragraph (j) above and the same shall remain undismissed for a period of 90 days; or (iii) there shall be commenced against the Authority any case, proceeding or other action seeking issuance of a warrant of attachment, execution, distraint or similar process against all or any substantial part of its property which results in the entry of an order for any such relief which shall not have been vacated, discharged, or stayed or bonded pending appeal, within 90 days from the entry thereof; or (iv) the Authority shall take action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the acts set forth in clause (i), (ii) or (iii) of this paragraph (j) above; or (v) the Authority shall generally not, or shall be unable to, or shall admit in writing its inability to, pay its debts as they become due or shall repudiate or declare a moratorium on the payment of its debts; or

(k) One or more final non appealable judgment or order by a court of competent jurisdiction shall be rendered against the Authority, which, individually or in the aggregate, equal or exceed payment of money in excess of \$15,000,000 not covered by insurance, and such judgment or judgments, as applicable, shall not be satisfied for a period of sixty (60) days; or

(l) The Authority shall fail to preserve the pledge made in Section 5 of the Reimbursement Agreement or in the Subordinate Indenture or any legislation is enacted, repealed, reenacted, amended or otherwise modified, and such repeal, reenactment, amendment, modification or enactment, in the sole opinion

of the Credit Provider, dilutes or eliminates the pledge of or security interest of the Credit Provider granted in such Section 5 of the Reimbursement Agreement or in the Subordinate Indenture; or

(m) A moratorium shall have been declared or announced by the Authority or any Governmental Authority with competent jurisdiction with respect to any Debt of the Authority secured by or payable from Sales Tax Revenues senior to or on a parity with the Notes; or

(n) The dissolution or termination of the existence of the Authority; or

(o) (i) Any material provision of any Financing Document shall cease to be valid and binding, (ii) any material provision of any Financing Law shall cease to be valid and binding in a manner that materially adversely affects the security for, or the ability of the Authority to pay the Notes, the Revolving Note or any other Obligations, or (iii) the Authority or any Governmental Authority shall contest, in each case, any such provision or the Authority or any agent on behalf of the Authority shall deny that it has any further liability under the Financing Documents.

Remedies. Upon the occurrence and during the continuance of any Event of Default or a Rating Event, the Credit Provider may, at the same or different times, so long as such Event of Default described under the subheading “Events of Default” above under the heading “The Reimbursement Agreement” or such Rating Event described under the subheading “Rating Event” above under the heading “The Reimbursement Agreement” shall not have been remedied, take one or more of the following actions: (i) by notice to the Authority, declare all Obligations to be, and such amounts shall thereupon become, immediately due and payable without presentment, demand, protest or other notice of any kind, all of which are thereby waived by the Authority; provided, that, upon the occurrence of an Event of Default described under paragraph (j) of the subheading “Events of Default” above under the heading “The Reimbursement Agreement,” such acceleration shall automatically occur (unless such automatic acceleration is waived by the Credit Provider in writing); (ii) exercise all of the rights and remedies available to the Credit Provider under the Reimbursement Agreement, any other Financing Document, any applicable law or at equity; (iii) instruct the Authority and the Issuing and Paying Agent to immediately cease issuing, delivering and selling additional Notes by delivering to the Authority and the Issuing and Paying Agent a Notice of No Issuance; and (iv) instruct the Authority and the Issuing and Paying Agent to immediately cease issuing, delivering and selling additional Notes, instruct the Issuing and Paying Agent to make a final drawing under the Credit Facility in accordance with its terms, by delivering a Final Drawing Notice (the effect of which shall be to cause the Letter of Credit Expiration Date to occur on the 15th day after the date of receipt thereof by the Issuing and Paying Agent).

APPENDIX B

THE CREDIT PROVIDER

The information in this Appendix B has been provided solely by the Credit Provider and is believed to be reliable. This information has not been verified independently by the Authority or the Dealer. The Authority and the Dealer make no representation whatsoever as to the accuracy, adequacy or completeness of such information.

Certain Information Concerning Barclays Bank PLC

Barclays Bank PLC (the Bank, and together with its subsidiary undertakings, the Barclays Bank Group) is a public limited company registered in England and Wales under number 1026167. The liability of the members of the Bank is limited. It has its registered head office at 1 Churchill Place, London E14 5HP, United Kingdom (telephone number +44 (0)20 7116 1000). The Bank was incorporated on 7 August 1925 under the Colonial Bank Act 1925 and on 4 October 1971 was registered as a company limited by shares under the Companies Acts 1948 to 1967. Pursuant to The Barclays Bank Act 1984, on 1 January 1985, the Bank was re-registered as a public limited company and its name was changed from 'Barclays Bank International Limited' to 'Barclays Bank PLC'. The whole of the issued ordinary share capital of the Bank is beneficially owned by Barclays PLC. Barclays PLC (together with its subsidiary undertakings, the Group or Barclays) is the ultimate holding company of the Group. The Bank's principal activity is to offer products and services designed for larger corporate, wholesale and international banking clients.

Barclays is a British universal bank, supporting individuals and small businesses through its consumer banking services, and larger businesses and institutions through its corporate and investment banking services. Barclays is diversified by business, geography and income type. The Group's operations include consumer banking and payment services in the UK, U.S. and Europe, as well as a global corporate and investment bank. The Group operates as two divisions – the Barclays UK (Barclays UK) division and the Barclays International (Barclays International) division – which are supported by Barclays Execution Services Limited, the Group-wide service company providing technology, operations and functional services to businesses across the Group. Barclays UK consists of UK Personal Banking, UK Business Banking and Barclaycard Consumer UK businesses. These businesses are carried on by its UK ring-fenced bank, Barclays Bank UK PLC (BBUKPLC) and certain other entities within the Group. Barclays International consists of Corporate and Investment Bank and Consumer, Cards and Payments businesses. These businesses operate within its non-ring-fenced bank, the Bank and its subsidiaries, and by certain other entities within the Group.

The short term unsecured obligations of the Bank are rated A-1 by S&P Global Ratings UK Limited, P-1 by Moody's Investors Service Ltd. and F1 by Fitch Ratings Limited and the unsecured unsubordinated long term obligations of the Bank are rated A+ by S&P Global Ratings UK Limited, A1 by Moody's Investors Service Ltd. and A+ by Fitch Ratings Limited

Based on the Barclays Bank Group's audited financial information for the year ended 31 December 2022, the Barclays Bank Group had total assets of £1,203,537m (December 2021: £1,061,778m), loans and advances at amortised cost of £182,507m (December 2021: £145,259m), total deposits at amortised cost of £291,579m (December 2021: £262,828m), and total equity of £58,953m (December 2021: £56,317m). The profit before tax of the Barclays Bank Group for the year ended 31 December 2022 was £4,867m.

Barclays Bank PLC is responsible only for the information contained in this Attachment under the heading "Certain Information Concerning Barclays Bank PLC" and did not participate in the preparation of, or in any way verify the information contained in, any other part of the Offering Memorandum. Accordingly, Barclays Bank PLC assumes no responsibility for and makes no representation or warranty as to the accuracy or completeness of information contained in any other part of the Offering Memorandum.

APPENDIX C

BOOK-ENTRY ONLY SYSTEM

Introduction

Unless otherwise noted, the information contained under the subcaption “—General” below has been provided by DTC. The Authority makes no representations as to the accuracy or completeness of such information. Further, the Authority undertakes no responsibility for and makes no representations as to the accuracy or the completeness of the content of such material contained on DTC’s websites as described under “—General,” including, but not limited to, updates of such information or links to other Internet sites accessed through the aforementioned websites. The Beneficial Owners of the Notes should confirm the following information with DTC, the Direct Participants or the Indirect Participants.

NEITHER THE AUTHORITY NOR THE TRUSTEE WILL HAVE ANY RESPONSIBILITY OR OBLIGATION TO DIRECT PARTICIPANTS, TO INDIRECT PARTICIPANTS OR TO ANY BENEFICIAL OWNER WITH RESPECT TO (A) THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC, ANY DIRECT PARTICIPANT OR ANY INDIRECT PARTICIPANT; (B) ANY NOTICE THAT IS PERMITTED OR REQUIRED TO BE GIVEN TO THE OWNERS OF THE NOTES UNDER THE SUBORDINATE INDENTURE; (C) THE SELECTION BY DTC OR ANY DIRECT PARTICIPANT OR INDIRECT PARTICIPANT OF ANY PERSON TO RECEIVE PAYMENT IN THE EVENT OF A PARTIAL REDEMPTION OF THE NOTES, IF APPLICABLE; (D) THE PAYMENT BY DTC OR ANY DIRECT PARTICIPANT OR INDIRECT PARTICIPANT OF ANY AMOUNT TO THE OWNERS OF THE NOTES; (E) ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC AS THE OWNER OF NOTES; OR (F) ANY OTHER MATTER REGARDING DTC.

General

The Depository Trust Company (“DTC”), New York, NY, will act as securities depository for the Notes. The Notes 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 Note certificate will be issued for each maturity of the Notes and will be deposited with DTC.

DTC, the world’s largest securities depository, 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”). S&P Global Ratings has rated DTC “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. The information set forth on such website is not incorporated herein by reference.

Purchases of the Notes under the DTC system must be made by or through Direct Participants, which will receive a credit for the Notes on DTC's records. The ownership interest of each actual purchaser of each Note ("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 Notes 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 the Notes, except in the event that use of the book-entry system for the Notes is discontinued.

To facilitate subsequent transfers, all Notes 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 the Notes 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 Notes. DTC's records reflect only the identity of the Direct Participants to whose accounts such Notes 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. Beneficial Owners of the Notes may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Notes, such as redemptions, tenders, defaults, and proposed amendments to the Notes documents. For example, Beneficial Owners of the Notes may wish to ascertain that the nominee holding the Notes for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Notes unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the Authority 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 the Notes are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Payments of principal of, premium, if any, and interest on the Notes 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 Authority or the Trustee, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Direct and Indirect 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, the Trustee, or the Authority, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal of, premium, if any, and interest on the Notes to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Authority or 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.

NEITHER THE AUTHORITY NOR THE TRUSTEE WILL HAVE ANY RESPONSIBILITY OR OBLIGATION TO DIRECT PARTICIPANTS, INDIRECT PARTICIPANTS OR BENEFICIAL OWNERS WITH RESPECT TO THE PAYMENTS OR THE PROVIDING OF NOTICE TO DIRECT PARTICIPANTS, INDIRECT PARTICIPANTS OR BENEFICIAL OWNERS.

The Authority, the Trustee and the Dealer cannot and do not give any assurances that DTC, the DTC Participants or others will distribute payments of principal or interest on the Notes paid to DTC or its nominee as the registered owner, or will distribute any notices, to the Beneficial Owners, or that they will do so on a timely basis or will serve and act in the manner described in this Offering Memorandum. The Authority, the Trustee and the Dealer 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 Notes or for an error or delay relating thereto.

DTC may discontinue providing its services as depository with respect to the Notes at any time by giving reasonable notice to the Authority or the Trustee. Under such circumstances, in the event that a successor depository is not obtained, Note certificates are required to be printed and delivered.

The Authority may decide to discontinue use of the system of book-entry only transfers through DTC (or a successor securities depository). In that event, Note certificates will be printed and delivered to DTC.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the Authority believes to be reliable, but the Authority takes no responsibility for the accuracy thereof.

BENEFICIAL OWNERS WILL NOT RECEIVE PHYSICAL DELIVERY OF NOTES AND WILL NOT BE RECOGNIZED BY THE TRUSTEE AS OWNERS THEREOF, AND BENEFICIAL OWNERS WILL BE PERMITTED TO EXERCISE THE RIGHTS OF OWNERS ONLY INDIRECTLY THROUGH DTC AND THE DTC PARTICIPANTS.

APPENDIX D
FORM OF OPINION OF BOND COUNSEL

September __, 2023

San Bernardino County Transportation Authority
San Bernardino, California

*Re: San Bernardino County Transportation Authority Subordinate Sales Tax Revenue
Commercial Paper Notes (Limited Tax Bonds), Series A*

Ladies and Gentlemen:

We have acted as bond counsel to the San Bernardino County Transportation Authority (the “Authority”) in connection with authorization of issuances of up to \$25,000,000 aggregate principal amount of commercial paper notes designated the San Bernardino County Transportation Authority Subordinate Sales Tax Revenue Commercial Paper Notes (Limited Tax Bonds), Series A (the “Notes”). The Notes are authorized to be issued pursuant to an Amended and Restated Subordinate Indenture, dated as of September 1, 2023 (the “Indenture”), between the Authority and U.S. Bank Trust Company, National Association, as successor trustee (the “Trustee”). Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Indenture.

In such connection, we have reviewed the Indenture, an Amended and Restated Issuing and Paying Agent Agreement, dated as of September 1, 2023 (the “Issuing and Paying Agent Agreement”), between the Authority and U.S. Bank Trust Company, Trust National Association, as successor issuing and paying agent (the “Issuing and Paying Agent”), a certified copy of the proceedings relating to the Notes, and other documents, agreements, opinions and matters as we deemed necessary to render this opinion. As to questions of fact material to our opinion, we have relied upon the certified proceedings and other certifications of public officials furnished to us without undertaking to verify the same by independent investigations. We have assumed for purposes of this opinion that the restrictions of the Tax Certificate with respect to the Notes (the “Tax Certificate”) have been complied with, including but not limited to restrictions on the issuance of the Notes.

Based upon the foregoing and after examination of such questions of law as we have deemed relevant in the circumstances, but subject to the limitations set forth herein, we are of the opinion that:

1. The Indenture and the Issuing and Paying Agent Agreement have each been duly executed and delivered by the Authority and constitute valid and binding obligations of the Authority.
2. The Notes when duly issued in the form authorized by and otherwise in compliance with the Indenture and the Issuing and Paying Agent Agreement, executed by a duly authorized official of the Authority and authenticated by the Issuing and Paying Agent against payment therefor, will constitute the valid and binding obligations of the Authority.
3. 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 on the Notes 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; however, it should be noted that for tax years beginning after December 31, 2022, with respect to applicable corporations as defined in Section 59(k) of the Internal Revenue Code of 1986, as amended (the “Code”), interest on Notes might be taken

into account in determining adjusted financial statement income for purposes of computing the alternative minimum tax imposed on such corporations.

4. Interest on the Notes is exempt from State of California personal income tax.

The opinions expressed herein as to the exclusion from gross income of interest on the Notes are based upon certain representations of fact and certifications made by the Authority and are subject to the condition that the Authority comply with all requirements of the Code, that must be satisfied subsequent to the issuance of the Notes to assure that such interest on the Notes will not become includable in gross income for federal income tax purposes. Failure to comply with such requirements of the Code might cause on the Notes to be included in gross income for federal income tax purposes retroactive to the date of issuance of the Notes. The Authority has covenanted to comply with all such requirements.

The opinions expressed herein may be affected by actions taken (or not taken) or events occurring (or not occurring) after the date hereof. We have not undertaken to determine, or to inform any person, whether any such actions or events are taken or do occur. Our engagement with respect to the Notes terminates on the date of their issuance. The Indenture, Issuing and Paying Agent Agreement and the Tax Certificate permit certain actions to be taken or to be omitted if a favorable opinion of Bond Counsel is provided with respect thereto. No opinion is expressed herein as to the effect on the exclusion from gross income of interest on the Notes for federal income tax purposes with respect to any Note if any such action is taken or omitted based upon the opinion or advice of counsel other than ourselves. Other than expressly stated herein, we express no other opinion regarding tax consequences with respect to the Notes.

By delivering this letter, we are not expressing any opinion with respect to any indemnification, contribution, liquidated damages, penalty (including any remedy deemed to constitute a penalty), right of set-off, arbitration, judicial reference, choice of law, choice of forum, choice of venue, non-exclusivity of remedies, waiver or severability provisions contained in the Indenture, the Issuing and Paying Agent Agreement or the Notes, nor are we expressing any opinion with respect to the state or quality of title to or interest in any assets described in or as subject to the lien of the Indenture, the Issuing and Paying Agent Agreement or the Notes or the accuracy or sufficiency of the description contained therein of, or the remedies available to enforce liens on, any such assets.

The opinions that are expressed herein are based upon our analysis and interpretation of existing laws, regulations, rulings and judicial decisions and cover certain matters which are not directly addressed by such authorities. We call attention to the fact that the rights and obligations under the Indenture, the Issuing and Paying Agent Agreement and the Notes are subject to bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance and other similar laws affecting creditors' rights, to the application of equitable principles if equitable remedies are sought, to the exercise of judicial discretion in appropriate cases and to limitations on legal remedies against public agencies in the State of California.

Our opinion is limited to matters governed by the laws of the State of California and federal law. We assume no responsibility with respect to the applicability or the effect of the laws of any other jurisdiction.

We express no opinion herein as to the accuracy, completeness or sufficiency of the Offering Memorandum relating to the Notes or other offering material relating to the Notes and expressly disclaim any duty to advise the owners of the Notes with respect to matters contained in the Offering Memorandum.

Respectfully submitted,

APPENDIX E
SUMMARY OF LEGAL DOCUMENTS

Attachment: CP Offering Memorandum - San Bernardino County Transportation Authority, 4890-7348-7475_3 (9821 : Reduce Existing

General Contract Information

Contract No: 20-1002281 Amendment No.: 3

Contract Class: Payable Department: Finance

Vendor No.: 03046 Vendor Name: Moody's Investors Service, Inc.

Description: Rating services

List Any Related Contract Nos.: _____

Dollar Amount							
Original Contract		\$	27,700.00	Original Contingency		\$	-
Prior Amendments		\$	79,800.00	Prior Amendments		\$	-
Prior Contingency Released		\$	-	Prior Contingency Released (-)		\$	-
Current Amendment		\$	20,000.00	Current Amendment		\$	-
Total/Revised Contract Value		\$	127,500.00	Total Contingency Value		\$	-
		Total Dollar Authority (Contract Value and Contingency)				\$	127,500.00

Contract Authorization

Board of Directors Date: 09/06/2023 Board Item # 9821

Contract Management (Internal Purposes Only)

Other Contracts _____ Sole Source? No Board Approved Budget Adjustment _____

Federal/Local _____ Professional Services (Non-A&E) _____ N/A _____

Accounts Payable

Estimated Start Date:				09/09/2019		Expiration Date:				12/31/2039		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		\$	127,500.00	\$	-			
GL:	6010	40	0860	0827	52005	48005007			BNSF			19,900.07		-			
GL:	4131	40	0860	0827	52005	41100000			MSI Arterial			948.39		-			
GL:	6010	40	0860	0827	52005	42421011			San Bernardino			455.28		-			
GL:	2080	40	0860	0827	52005	42106802			HBP			86,196.26		-			
GL:	2080	40	0860	0811	52005	42106803			HBP			17,706.00		-			
GL:	6010	40	0860	0811	52005	42403003			Barstow			2,294.00		-			
GL:												-		-			
GL:												-		-			
GL:												-		-			
GL:												-		-			
GL:												-		-			
GL:												-		-			
GL:												-		-			
GL:												-		-			
GL:												-		-			

Hilda Flores

Project Manager (Print Name)

Hilda Flores

Task Manager (Print Name)

Additional Notes: Contract has no termination date. Increase is to cover future rating surveillance fee.

General Contract Information

Contract No: 20-1002295 Amendment No.: 3

Contract Class: Payable Department: Finance

Vendor No.: 02860 Vendor Name: Standard & Poors

Description: Rating services

List Any Related Contract Nos.: _____

Dollar Amount							
Original Contract		\$	44,000.00	Original Contingency		\$	-
Prior Amendments		\$	22,000.00	Prior Amendments		\$	-
Prior Contingency Released		\$	-	Prior Contingency Released (-)		\$	-
Current Amendment		\$	20,000.00	Current Amendment		\$	-
Total/Revised Contract Value		\$	86,000.00	Total Contingency Value		\$	-
		Total Dollar Authority (Contract Value and Contingency)				\$	86,000.00

Contract Authorization

Board of Directors Date: 09/06/2023 Board Item # 9821

Contract Management (Internal Purposes Only)

Other Contracts _____ Sole Source? No Board Approved Budget Adjustment _____

Federal/Local _____ Professional Services (Non-A&E) _____ N/A _____

Accounts Payable

Estimated Start Date:				09/12/2019		Expiration Date:				12/31/2039		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		\$	86,000.00	\$	-		
GL:	6010	40	0860	0827	52005	48005007				BNSF		3,492.00		-			
GL:	4131	40	0860	0827	52005	41100000				MSI Arterial		3,412.00		-			
GL:	6010	40	0860	0827	52005	42421011				San Bernardino		1,635.00		-			
GL:	2080	40	0860	0827	52005	42106802				HBP		57,461.00		-			
GL:	2080	40	0860	0811	52005	42106803				HBP		17,706.00		-			
GL:	6010	40	0860	8011	52005	42403003				Barstow		2,294.00		-			
GL:												-		-			
GL:												-		-			
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GL:												-		-			

Hilda Flores

Project Manager (Print Name)

Hilda Flores

Task Manager (Print Name)

Additional Notes: Contract has no termination date. Increase is to cover future rating surveillance fee.

Attachment: 20-1002295-03 CSS S&P [Revision 1] (9821 : Reduce Existing Commercial Paper Program to \$25 million and Amend and Extend

Minute Action

AGENDA ITEM: 39

Date: September 6, 2023

Subject:

Sole Source Contract No. 23-1003017 with Knightscope, Inc., for Call Box Maintenance Services

Recommendation:

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

A. Find that it is in the best interest of the agency to award **Sole Source** Contract No. 23-1003017 to Knightscope, Inc., to provide Call Box Maintenance Services, per SBCTA Contracting and Procurement Policy No. 11000, VI.4. Based upon SBCTA staff research, it was determined that Knightscope, Inc. was the only Call Box Maintenance provider in the State of California, and therefore the most efficient and cost effective way to continue delivering Call Box Maintenance services, would be to continue with Knightscope, Inc.

B. Approve **Sole Source** Contract No. 23-1003017 with Knightscope, Inc., to provide Call Box Maintenance Services, with a not-to-exceed amount of \$3,789,380 for an initial term of October 1, 2023 through September 30, 2026, and two one-year option terms.

Background:

On April 4, 2018, San Bernardino County Transportation Authority (SBCTA) released Request for Proposals (RFP) No. 18-1001930 to provide maintenance services for SBCTA's call box system. The purpose of the RFP was to seek proposals from qualified firms to provide ongoing corrective and preventative maintenance, knockdown and vandalism repairs, temporary removal, relocation and reinstallation of call boxes impacted by construction, ensuring the functionality and reliability of SBCTA call boxes, supplying necessary parts, and installing new call boxes or permanently removing call boxes as required. Additional maintenance services include Americans with Disabilities Act (ADA) evaluation and improvements. Knightscope, Inc. (Knightscope), which acquired CASE Emergency Services (CASE) in October of 2022, submitted the sole proposal and was the recommended awardee for this procurement, based on this firm's experience in the industry, reliability of coverage, and price.

In June 2018, the SBCTA Board of Directors (Board) approved the recommendation to award Contract No. 18-1001930 to CASE to provide callbox maintenance services.

On June 30, 2021, the SCBTA Executive Director approved Amendment No. 1 to Contract No. 18-1001930 with CASE to exercise the first-year option, extending the contract through June 30, 2022 in accordance with SBCTA Policy 11000 V111.B.4(b)(iv). On April 18, 2022, the Board approved Amendment No. 2 to Contract No. 18-1001930 to exercise the second-year option of this contract, for a termination date of June 30, 2023, and to increase the contract amount by \$635,000. In October 2022, Knightscope, Inc. (Knightscope) acquired CASE through an asset purchase, and in January 2023 Amendment No. 3 to Contract No. 18-1001930 was executed to assign the Contract from Case Emergency Systems to Knightscope, Inc.

On June 7, 2023, SBCTA staff recommended the approval of Amendment No. 4 to Contract No. 18-1001930 with Knightscope for call box maintenance services. The amendment allowed for the extension of the contract through September 2023, and allowed time for a sole source

Entity: San Bernardino County Transportation Authority

procurement with Knightscope to provide on-going call box maintenance services. Moreover, staff indicated that they would bring the proposed sole source contract to the September 2023 Board meeting for approval.

A competitive process was not conducted for the procurement of these services. When Knightscope acquired CASE in October of 2022, it absorbed/hired all of the former CASE call box maintenance personnel (technicians and other call box support staff). Thus, CASE personnel, their years of experience and their vast subject matter knowledge were now part of the Knightscope organization. In addition, this allowed Knightscope to absorb and maintain the two decades of direct hands-on call box experience provided by CASE personnel as they now work at Knightscope. Knightscope has provided call box maintenance services since 2022, and has demonstrated detailed and specialized knowledge for these crucial and essential services. Knightscope has also consistently delivered excellent and reliable support services. Knightscope is also the only provider in the State of California to provide call box maintenance services, based upon research conducted by staff. Staff reached out to all of the call box agencies throughout the State and confirmed that all of them are contracted with Knightscope for call box maintenance services. Staff recommends approval of this sole source contract.

Proceeding with a sole source procurement is also allowed under the SBCTA Contracting and Procurement Policy No. 11000, VI.4. Uniformity Exception for technology related procurements. This decision is based on the unique qualifications, technological support, and the abilities of the recommended firm to ensure consistent call box maintenance services, which is critical to the SBCTA Call Box service operations.

By approving this sole source agreement, there will be zero interruption of the call box service for the motoring public. Staff recommends the approval of Contract No. 23-1003017, with Knightscope, to provide call box maintenance services.

Based on the information outlined above, it is in SBCTA's best interest to proceed with Knightscope, as the contractor is preeminently positioned to perform the work, has the specific qualifications, and has the unique knowledge so that the call boxes may operate reliably and consistently for the motoring public. SBCTA staff provided an update of the call box system at the August 2023 General Policy Committee, and plans to complete a review and analysis of the system in the Spring/Summer of 2024. The review and analysis scheduled in 2024, will be looking for opportunities to downsize the call box system where practical and making it more targeted to the needs of motorists. The contract is structured so that the fees are proportional to the number of call boxes in the system, though there are ladder rates for call box maintenance that increase with fewer call boxes in operation. As stated in prior presentations, San Bernardino County has vast rural areas, and it is there that the call boxes are particularly needed, given more limited cell coverage. The SBCTA call boxes are able to pick up signals that personal cell phones often cannot, because most call boxes are equipped with signal boosting technology.

Financial Impact:

This item is consistent with the Fiscal Year 2023/2024 Budget.

Reviewed By:

This item was reviewed and unanimously recommended for approval by the General Policy Committee on August 9, 2023. SBCTA General Counsel, Procurement Manager and Risk Manager have reviewed this item and the draft contract.

Board of Directors Agenda Item
September 6, 2023
Page 3

Responsible Staff:

Kelly Lynn, Chief of Air Quality & Mobility Programs

Approved
Board of Directors
Date: September 6, 2023
Witnessed By:

San Bernardino County Transportation Authority

Contract No:	<u>23-1003017</u>	Amendment No.:	<u> </u>
Contract Class:	<u>Payable</u>	Department:	<u>Air Quality and Mobility</u>
Vendor No.:	<u>03860</u>	Vendor Name:	<u>Knightscope, Inc.</u>
Description:	<u>Call Box Maintenance Services</u>		

List Any Related Contract Nos.:

Dollar Amount							
Original Contract		\$	3,789,380.00	Original Contingency		\$	-
Prior Amendments		\$	-	Prior Amendments		\$	-
Prior Contingency Released		\$	-	Prior Contingency Released (-)		\$	-
Current Amendment		\$	-	Current Amendment		\$	-
Total/Revised Contract Value		\$	3,789,380.00	Total Contingency Value		\$	-
	Total Dollar Authority (Contract Value and Contingency)					\$	3,789,380.00

Board of Directors	Date: 09/06/2023	Board	Item # 9887
Contract Management (Internal Purposes Only)			

Board of Directors Date: 09/06/2023 Board Item # 9887

Other Contracts	Sole Source?	Yes	N/A
State/Local	Professional Services (Non-A&E)		N/A

Other Contracts	Sole Source?	Yes	N/A
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State/Local	Professional Services (Non-A&E)	N/A
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[illegible]

Estimated Start Date: 10/01/2023 Expiration Date: 09/30/2026 Revised Expiration Date:

NHS: N/A QMP/QAP: N/A Prevailing Wage: Yes

Total Contract Funding: Total Contingency:

[illegible]

KELLY LYNN

STEVEN SMITH

Project Manager (Print Name)

Task Manager (Print Name)

Additional Notes: Initial contract term will be from October 1, 2023 through September 30, 2026, and two (2) one-year option terms.

CONTRACT NO. 23-1003017**BY AND BETWEEN****SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY****AND****KNIGHTSCOPE, INC.****FOR****CALL BOX MAINTENANCE SERVICES**

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, 2nd Floor, San Bernardino, California 92410-1715, and Knightscope, Inc. ("CONSULTANT"), whose address is 1070 Terra Bella Ave, Mountain View, California 94043. SBCTA and CONSULTANT are each a "Party" and are collectively the "Parties".

RECITALS:

WHEREAS, SBCTA requires certain work services 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 standards which are generally accepted in the State of California, in compliance with the guidelines set forth in Exhibit C "CHP/Caltrans Call Box and Motorist Aid Guidelines," in accordance with the terms and conditions expressed herein, and in the sequence, time, and manner defined herein. The word "Work" includes, without limitation, the performance, fulfillment and discharge by CONSULTANT of all obligations, duties, tasks, and services imposed upon or assumed by CONSULTANT hereunder; and the Work performed hereunder shall be completed to the satisfaction of SBCTA, with SBCTA's satisfaction being based on prevailing applicable professional standards.

- 1.2 The Project Manager for this Contract is Kelly Lynn, 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

The Contract term shall commence upon issuance of a written Notice To Proceed (NTP) issued by SBCTA's Procurement Analyst, and shall continue in full force and effect through September 30, 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.

SBCTA at its sole discretion may extend the original term of the Contract for two (2) one year option terms. The maximum term of this Contract, including the option term(s), if exercised, will not exceed September 30, 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 application to, CONSULTANT's performance of Work, and for which CONSULTANT shall furnish all personnel, facilities, equipment, materials, supplies, and Services (except as may be explicitly set forth in this Contract as furnished by SBCTA) shall not exceed the amount set forth in section 3.2 below.
- 3.2 The total Contract Not-To-Exceed Amount is Three Million Seven Hundred Eighty-Nine Thousand Three Hundred Eighty Dollars (\$3,789,380). 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 Proposal for Time and Materials". 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. INVOICING

- 4.1 Payment to CONSULTANT as provided herein shall be payable in monthly billing period payments, forty-five (45) calendar days after receipt of an acceptable invoice by SBCTA of an invoice prepared in accordance with instructions below. Payment shall not be construed to be an acceptance of Work.
- 4.2 CONSULTANT shall prepare invoices in a form satisfactory to and approved by SBCTA, which shall be accompanied by documentation supporting each element of measurement and/or cost. Each invoice will be for a four-week billing period and will be marked with SBCTA'S contract number, description and task order number, if applicable. Invoices shall be submitted within fifteen (15) calendar days for the period covered by the invoice except for the month of June, which will require the invoice to be submitted by July 10th. Invoices shall include request for payment for Work (including additional services authorized by SBCTA) completed by CONSULTANT during each billing period and shall include back-up information sufficient to establish the validity of the invoice. Any invoice submitted which fails to comply with the terms of this Contract, including the requirements of form and documentation, may be returned to CONSULTANT. Any costs incurred by CONSULTANT in connection with the resubmission of a proper invoice shall be at CONSULTANT's sole expense. The final invoice shall be marked "FINAL" and will be submitted within 60 calendar days after SBCTA has received and approved all Work and deliverables. Invoices should be e-mailed to SBCTA at the following address:

ap@gosbcta.com

For large files over 30 megabytes, invoices can be submitted using this link:
<https://sanbag-lfweb.sanbag.ca.gov/Forms/Invoice-submission>

- 4.3 CONSULTANT shall include a statement and release with each invoice, satisfactory to SBCTA, that CONSULTANT has fully performed the Work invoiced pursuant to the Contract for the period covered, that all information included with the invoice is true and correct, and that all payments to and claims of CONSULTANT and its subconsultants for Work during the period will be satisfied upon making of such payment. SBCTA shall not be obligated to make payments to CONSULTANT until CONSULTANT furnishes such statement and release.
- 4.4 INTENTIONALLY OMITTED.
- 4.5 No payment will be made prior to approval of any Work, nor for any Work performed prior to the NTP or the issuance of an applicable CTO, nor for any Work under any amendment to the Contract until SBCTA's Awarding Authority takes action.
- 4.6 CONSULTANT agrees to promptly pay each subconsultant for the satisfactory completion of all Work performed under this Contract no later than ten (10) calendar days from the receipt of payment from SBCTA. CONSULTANT also agrees to return any retainage payments to each subconsultant within ten (10) calendar days after the subconsultant's work is satisfactorily completed. Any delay or postponement of payment from the above-referenced time frame may occur only for good cause following written approval by SBCTA. SBCTA reserves the right to request documentation from CONSULTANT showing payment has been made to its subconsultants. SBCTA also reserves the right, at its own sole discretion, to issue joint checks to CONSULTANT and any subconsultant(s), which shall constitute payment to CONSULTANT in compliance with the terms of this Contract. This clause applies to both DBE and non-DBE subconsultants.
- 4.7 Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR, Ch. 1, subch. E, Part 31 are subject to repayment by CONSULTANT to SBCTA.

ARTICLE 5. 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 6. 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 7. 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 8. DOCUMENTATION AND RIGHT TO AUDIT

- 8.1 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, the California State Auditor, or other authorized representatives of SBCTA access to Consultants' 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.
- 8.2 The cost proposal and/or invoices for this Contract are subject to audit by SBCTA and/or any state or federal agency funding this Work at any time. After CONSULTANT receives any audit recommendations, the cost or price 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
- 8.3 Subcontracts in excess of \$25,000 shall contain this provision.

ARTICLE 9. RESPONSIBILITY OF CONSULTANT

- 9.1 CONSULTANT shall be responsible for the professional quality, technical accuracy, and assurance of compliance with all applicable federal, State and local laws and regulations and other Work furnished by CONSULTANT under the Contract. The Contract includes reference to the appropriate standards for Work performance stipulated in the Contract.
- 9.2 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. At any time during performance of the Scope of 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, or potential failure, or any situation that exceeds assumptions and could precipitate a failure of any 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.

ARTICLE 10. 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 report shall be sufficiently detailed for SBCTA to determine if CONSULTANT is performing to expectations and is on schedule; to provide communication of interim findings; and to sufficiently address any difficulties or problems encountered, so remedies can be developed.

ARTICLE 11. TECHNICAL DIRECTION

11.1 Performance of Work under this Contract shall be subject to the technical direction of SBCTA’s Project Manager, identified in Section 1.2, upon issuance of the NTP and/or subsequently by written notice during the Contract. The term “Technical Direction” is defined to include, without limitation:

11.1.1 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 Scope of Work.

11.1.2 Provision of written information to CONSULTANT which assists in the interpretation of reports or technical portions of the Scope of Work described herein.

11.1.3 Review and, where required by the Contract, approval of technical reports and technical information to be delivered by CONSULTANT to SBCTA under the Contract.

11.1.4 SBCTA’s Project Manager may modify this Contract for certain administrative modifications without issuing a written amendment. Administrative modifications are limited to: substitutions of personnel identified in the Contract, including Key Personnel and subconsultants; modifications to classifications, hourly rates and names of personnel in Exhibit B; and modifications of the address of the CONSULTANT. All such modifications will be documented in writing between the Parties.

11.2 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:

11.2.1 Increases or decreases the Scope of Work;

11.2.2 Directs CONSULTANT to perform Work outside the original intent of the Scope of Work;

11.2.3 Constitutes a change as defined in the “CHANGES” Article of the Contract;

11.2.4 In any manner causes an increase or decrease in the Contract price as identified in the “COMPENSATION” Article or the time required for Contract performance;

- 11.2.5 Changes any of the expressed terms, conditions or specifications of the Contract, unless identified herein;
- 11.2.6 Interferes with CONSULTANT's right to perform the terms and conditions of the Contract unless identified herein; or
- 11.2.7 Approves any demand or claims for additional payment.
- 11.3 Failure of CONSULTANT and SBCTA's Project Manager to agree that the Technical Direction is within the scope of the Contract, or a failure to agree upon the Contract action to be taken with respect thereto, shall be subject to the provisions of the "DISPUTES" Article herein.
- 11.4 All Technical Direction shall be issued in writing by SBCTA's Project Manager.
- 11.5 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 their 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 sections 11.2.1 through 11.2.7 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 CONSULTANT, SBCTA shall:
- 11.5.1 Advise CONSULTANT in writing within thirty (30) calendar days after receipt of CONSULTANT's letter that the Technical Direction is or is not within the scope of this Contract.
- 11.5.2. Advise CONSULTANT within a reasonable time whether SBCTA will or will not issue a written amendment.

ARTICLE 12. CHANGES

- 12.1 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 an amendment to this Contract.
- 12.2 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 13. EQUAL EMPLOYMENT OPPORTUNITY

- 13.1 During the term of this Contract, CONSULTANT shall not willfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, gender, sex, marital status, gender identity, gender expression, sexual orientation, age, or military and veteran status. CONSULTANT agrees to comply with the provisions of Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964, the

California Fair Employment and Housing Act, and other applicable Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

- 13.2 The CONSULTANT and all subconsultants shall comply with all provisions of Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin. In addition, CONSULTANT and all subconsultants will ensure their services are consistent with and comply with obligations and procedures outlined in SBCTA's current Board-adopted Title VI Program, including the Public Participation Plan and the Language Assistance Plan.

ARTICLE 14. 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 15. 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 reallocation of any tasks or hours of Work that are the responsibility of key personnel to other personnel, CONSULTANT shall notify SBCTA in writing in advance and shall submit justifications (including proposed substitutions, resumes and payroll information to support any changes to the labor rates) 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's PM. 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 this Contract. Key Personnel are:

Name	Job Classification/Function
Sebastian E. Gutierrez	SVP, Public Sector Business Development
Chrisann Lawson	Senior Director Client Development
Raymundo (Ray) Lopez	Southern California Regional Supervisor
Jasper Shorty	Field Technician
Donte Summerville	Field Technician

ARTICLE 16. 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 standards that are generally accepted in the profession in the State of California.

ARTICLE 17. PROPRIETARY RIGHTS/CONFIDENTIALITY

- 17.1 If, as a 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.
- 17.2 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.
- 17.3 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 or an unauthorized disclosure of 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 remain confidential 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.
- 17.4 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.
- 17.5 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 both Parties.
- 17.6 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 18. TERMINATION

- 18.1 Termination for Convenience - SBCTA 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.

- 18.1.1 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.
- 18.1.2 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.
- 18.1.3 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.
- 18.2 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 court 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 deliverables and finished Work by whatever method SBCTA may deem expedient. 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 any term of this Contract.
- 18.2.1 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.
- 18.3 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 or any damages because of such termination.

ARTICLE 19. 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 section "Termination" above.

ARTICLE 20. CLAIMS FOR PAYMENT

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 21. INSURANCE

21.1 Prior to commencing the Work, subject to the provisions of Article 21.2 “General Provisions”, and at all times during the performance of the Work and for such additional periods as required herein, CONSULTANT and all sub-consultants of every tier performing any Work under this contract shall, at CONSULTANT’s and sub-consultant’s sole expense, procure and maintain broad form insurance coverage at least as broad as the following minimum requirements specified below:

21.1.1 Professional Liability. The policies must include the following:

- A limit of liability not less than \$1,000,000 per claim
- An annual aggregate limit of not less than \$2,000,000
- Coverage shall be appropriate for the CONSULTANT’S profession and provided services to include coverage for errors and omissions arising out of the CONSULTANT’S professional services, or services of any person employed by the CONSULTANT, or any person for whose acts, errors, mistakes or omissions the CONSULTANT may be legally liable.
- If Coverage is on a claims made basis:
 - Policy shall contain a retroactive date for coverage of prior acts, which date will be prior to the date the CONSULTANT begins to perform Work under this Contract.
 -

21.1.2 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 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.

21.1.3. Commercial General Liability. The policy must include the following:

- Consultant shall maintain commercial general liability (CGL) insurance (Insurance Services Office (ISO) Form CG 00 01), and if necessary excess/umbrella commercial liability insurance, with a combined limit of liability of not less than **\$5,000,000 each occurrence.**
- The policy shall, at a minimum, include coverage for any and all of the following: bodily injury, property damage, personal injury, broad form contractual liability (including coverage to the maximum extent possible for the indemnifications in this Contract), premises-operations (including explosion, collapse and underground coverage), duty to defend in addition to (without reducing) the limits of the policy (ies), and products and completed operations.
 - \$5,000,000 per occurrence limit for property damage or bodily injury
 - \$1,000,000 per occurrence limit for personal injury and advertising injury
 - \$1,000,000 per occurrence limits for products/completed operations coverage (ISO Form 20 37 10 01) if SBCTA's Risk Manager determines it is in SBCTA's best interests to require such coverage.
- If a general aggregate applies, it shall apply separately to this project/location. The contract no. and brief explanation of the project/work must be indicated under "Description of Operations/Locations" (ISO Form CG 25 03 or CG 2504).
- Coverage is to be on an "occurrence" form. "Claims made" and "modified occurrence" forms are not acceptable.
- A copy of the declaration page or endorsement page listing all policy endorsements for the CGL policy must be included.

All subconsultants of any tier performing any portion of the Work for CONSULTANT shall also obtain and maintain the CGL insurance coverage with limits not less than:

- Each occurrence limit: \$1,000,000
- General aggregate limit: \$2,000,000
- Personal injury and advertising limit \$1,000,000
- Products-completed operations aggregate limit \$2,000,000

All subconsultants' and sub-subconsultants' deductibles or self-insured retentions must be acceptable to SBCTA's Risk Manager.

21.1.4 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.

21.1.5 Commercial Auto. The policy must include the following:

- A total limit of liability of not less than **\$5,000,000** each accident. This total limits of liability may be met by combining the limits of the primary auto policy with an umbrella or excess policy in accordance with subparagraph 4 (Umbrella/Excess CGL) of Section A of this Article.
- Such insurance shall cover liability arising out of any vehicle, including owned, hired, leased, borrowed and non-owned vehicles assigned to or used in performance of the CONSULTANT services.
- Combined Bodily Injury and Property Damage Liability insurance. The commercial automobile liability insurance shall be written on the most recent edition of ISO Form CA 00 01 or equivalent acceptable to SBCTA.

21.1.6 Pollution Liability – Intentionally Omitted

21.1.7 Technology Professional Liability Errors and Omissions Insurance (Cyber Liability) – Intentionally Omitted

21.1.8 Railroad Protective Liability - Intentionally Omitted -

21.2. General Provisions

21.2.1 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-VII 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.

21.2.2 Additional Insured Coverage. All policies, except those for Workers' Compensation and Professional Liability insurance, shall be endorsed by ISO Form CG 20 10 11 85, or if not available, then ISO Form CG 20 38, to name San Bernardino County Transportation Authority, State of California and their respective officers, directors, members, employees, and agents, as additional insureds ("Additional Insureds"). With respect to general liability arising out of or connected with work or operations performed by or on behalf of the CONSULTANT under this Contract, coverage for such Additional Insureds shall not extend to liability to the extent prohibited by section 11580.04 of the Insurance Code. The additional insured endorsements shall not limit the scope of coverage for SBCTA to vicarious liability, but shall allow coverage for SBCTA to the full extent provided by the policy.

- 21.2.3 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.
- 21.2.4 Deductibles and Self-Insured Retention. Regardless of the allowance of exclusions or deductibles by SBCTA, CONTRACTOR 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. CONTRACTOR will pay, and shall require its sub-CONTRACTORS 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 expressed 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR. The Contractor's policies will neither obligate nor prohibit SBCTA or any other Additional Insured, from paying any portion of any Contractor's deductible or SIR.
- 21.2.5 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.

- 21.2.6 Waiver of Subrogation Rights. To the fullest extent permitted by law, CONSULTANT hereby waives all rights of recovery under subrogation against the Additional Insureds named herein, and any other consultant, subconsultant or sub-subconsultant performing work or rendering services on behalf of SBCTA in connection with the planning, development and construction of the Project. To the fullest extent permitted by law, CONSULTANT shall require similar written express waivers and insurance clauses from each of its subconsultants of every tier. CONSULTANT shall require all of the policies and coverages required in this Article to waive all rights of subrogation against the Additional Insureds (ISO Form CG 24 04 05 09). Such insurance and coverages provided shall not prohibit CONSULTANT from waiving the right of subrogation prior to a loss or claim.
- 21.2.7 Cancellation. If any insurance company elects to cancel or non-renew coverage for any reason, CONSULTANT will provide SBCTA thirty (30) days prior written notice of such cancellation or nonrenewal. If the policy is cancelled for nonpayment of premium, CONSULTANT will provide SBCTA ten (10) days prior written notice. In any event, CONSULTANT will provide SBCTA with a copy of any notice of termination or notice of any other change to any insurance coverage required herein which CONSULTANT receives within one business day after CONSULTANT receives it by submitting it to SBCTA at 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.
- 21.2.8 Enforcement. SBCTA may take any steps as are necessary to assure CONSULTANT's compliance with its insurance obligations as identified within this Article. Failure to continuously maintain insurance coverage as provided herein is a material breach of contract. In the event the CONSULTANT fails to obtain or maintain any insurance coverage required, SBCTA may, but is not required to, maintain this coverage and charge the expense to the CONSULTANT or withhold such expense from amounts owed CONSULTANT, or terminate this Contract. The insurance required or provided shall in no way limit or relieve CONSULTANT of its duties and responsibility under the Contract, including but not limited to obligation to indemnify, defend and hold harmless the Indemnitees named below. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve CONSULTANT for liability in excess of such coverage, nor shall it preclude SBCTA from taking other actions as available to it under any other provision of the Contract or law. Nothing contained herein shall relieve CONSULTANT, or any subconsultant of any tier of their obligations to exercise due care in the performance of their duties in connection with the Work, and to complete the Work in strict compliance with the Contract.
- 21.2.9 No Waiver. Failure of SBCTA to enforce in a timely manner any of the provisions of this Article shall not act as a waiver to enforcement of any of these provisions at a later date.
- 21.2.10 Subconsultant Insurance. Insurance required of the CONSULTANT shall be also provided by subconsultants or by CONSULTANT on behalf of all subconsultants to cover their services performed under this Contract. CONSULTANT may reduce types and the amounts of insurance limits provided by subconsultant(s) 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.

- 21.2.11 Higher limits. If CONSULTANT maintains higher limits than the minimums shown above, SBCTA shall be entitled to coverage for the higher limits maintained by CONSULTANT. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to SBCTA.
- 21.2.12 Special Risks or Circumstances. SBCTA reserves the right to modify any or all of the above insurance requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

ARTICLE 22. INDEMNITY

- 22.1 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) SBCTA, SBCTA's Entities, State of California, and each of their authorized officers, employees, agents and volunteers ("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 professional to the maximum extent permitted by Civil Code Section 2782.8.

- 22.2 For all other Work and obligations under this Contract, CONSULTANT agrees to indemnify, defend (with legal counsel reasonably approved by SBCTA) and hold harmless SBCTA, SBCTA's Entities, State of California, and each of their authorized officers, employees, agents and volunteers ("Indemnitees"), from any and all claims, actions, losses, damages and/or liability (Claims) arising out of this Contract from any cause whatsoever, including acts, errors, or omissions of any person and for any costs or expenses incurred by any Indemnatee on account of any claim, 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 any Indemnatee's "active" as well as "passive" negligence, but does not apply to the "sole negligence" or "willful misconduct" within the meaning of Civil Code section 2782 of any Indemnatee.

ARTICLE 23. 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 required because of an error or deficiency in the Work provided by CONSULTANT under this Contract.

ARTICLE 24. 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 25. SUBCONTRACTS

- 25.1 CONSULTANT shall not subcontract performance of all or any portion of Work under this Contract, except to those subconsultants listed in 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.
- 25.2 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.
- 25.3 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 sole responsibility for managing all of their subconsultants, including resolution of any disputes between CONSULTANT and its subconsultants.

ARTICLE 26. RECORD INSPECTION AND AUDITING

SBCTA or any of its designees, representatives, or 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 27. 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 pursuant to 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 28. 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 29. 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 30. 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 31. PRECEDENCE

- 31.1 The Contract consists of these Contract Articles, Exhibit A "Scope of Work", and Exhibit B "Price Proposal", SBCTA's Request for Proposal and CONSULTANT's proposal, all of which are incorporated into this Contract by this reference.
- 31.2 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.
- 31.3 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 32. 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 not made during regular business hours; or (c) on the fourth business day after 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.

To CONSULTANT	To SBCTA
1070 Terra Bella Ave	1170 W. 3rd Street, 2nd Floor
Mountain View, CA, 94043	San Bernardino, CA 92410-1715
Attn: Sebastian E. Gutierrez	Attn: Kelly Lynn
Email: seg@knightscope.com	Email: klynn@gosbcta.com
Phone: (949) 394-2942	Phone: (909) 884-8276
2nd Contact: Chrisann Lawson	Copy: Noah Bedrosian
Email: cml@knightscope.com	Email: nbedrosian@gosbcta.com

ARTICLE 33. DISPUTES

- 33.1 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 notice 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 thereto with SBCTA's Executive Director. If the Executive Director fails to resolve the dispute in a manner acceptable to CONSULTANT, then such dispute may be reviewed by a court of competent jurisdiction.
- 33.2 During resolution of the dispute, CONSULTANT shall proceed with performance of this Contract with due diligence.

ARTICLE 34. 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 35. 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 36. CONFIDENTIALITY

Any SBCTA communications or materials to which CONSULTANT or its subconsultants or agents have access, or materials prepared by CONSULTANT under the terms of this Contract, shall be held in confidence by CONSULTANT, who shall exercise reasonable precautions to prevent the disclosure of confidential information to anyone except as expressly authorized by SBCTA. Any communications with or work product of SBCTA's legal counsel to which CONSULTANT or its subconsultants or agents have access in performing work under this Contract shall be subject to the attorney-client privilege and attorney work product doctrine and shall be confidential. CONSULTANT shall not release any reports, information or promotional material or allow for the use of any photos related to this Contract for any purpose without prior written approval of SBCTA.

ARTICLE 37. 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 Scope of Work 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 38. SAFETY

CONSULTANT shall strictly comply with OSHA regulations and 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 all safety instructions issued by SBCTA or their representatives.

ARTICLE 39. DRUG FREE WORKPLACE

CONSULTANT agrees to comply with the Drug Free Workplace Act of 1990 per Government Code section 8350 et seq.

ARTICLE 40. 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 41. AMENDMENTS

The Contract may only be changed by a written amendment duly executed by the Parties. Work authorized under an amendment shall not commence until the amendment has been duly executed.

ARTICLE 42. PREVAILING WAGES

- 42.1 CONSULTANT shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code Section 1770, and all Federal, State, and local laws and ordinances applicable to the Work.
- 42.2 Any subcontract entered into as a result of this Contract if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article.

ARTICLE 43. 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 this

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 44. 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 45. 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 the CONSULTANT shall promptly reimburse SBCTA for all expenses and costs incurred.

ARTICLE 46. ENTIRE DOCUMENT

- 46.1 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.
- 46.2 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.
- 46.3 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 47. COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT

CONSULTANT shall comply with all applicable provisions of the Americans with Disabilities Act in performing Work under this Contract.

ARTICLE 48. 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-----

DRAFT

IN WITNESS WHEREOF, the Parties hereto have executed this Contract below.

Knightscope, Inc.

**San Bernardino County
Transportation Authority**

By: _____
Mallorie Burak
President and Chief Financial
Officer

Date: _____

By: _____
Dawn M. Rowe
President, Board of Directors

Date: _____

APPROVED AS TO FORM

By: _____
Juanda L. Daniel
Assistant General Counsel

Date: _____

CONCURRENCE

By: _____
Shaneka M. Morris
Procurement Manager

Date: _____

EXHIBIT A**SCOPE OF WORK****CALL BOX SYSTEM MAINTENANCE SERVICES****RFP NO. 23-1003017**

The San Bernardino County Transportation Authority (SBCTA) operates a motorist aid call box system consisting of cellular and satellite call boxes, all teletypewriter (TTY) equipped, that requires extensive year-round maintenance, repairs, upgrades and other related fieldwork to ensure the proper functioning and appearance of the call box system. SBCTA's current call box network consists of approximately 777 cellular call boxes which includes 32 satellite call boxes located on highways and freeways throughout San Bernardino County. Routine maintenance is conducted monthly, but some repairs may require immediate attention depending on the nature of the damage to the call box. To efficiently manage the maintenance of the call box system, a computerized maintenance system is required to notify the CONTRACTOR of repairs needed and to view, track, photograph and record every repair made to the call box system.

I. GENERAL CONDITIONS**A. Work to be Performed**

CONTRACTOR shall perform all work necessary to maintain the motorist aid call box system in a satisfactory manner as detailed in this Scope of Work (SOW). No tasks under this SOW shall be performed by a sub-contractor without the written consent of the SBCTA Project Manager. CONTRACTOR must be located in or have a field office within San Bernardino County. Unless otherwise provided, CONTRACTOR shall furnish all materials, equipment, tools, labor, and incidentals necessary to complete the services for the specified flat fee. Instructions for accessing a list of call box location information are available upon request. All work shall be in compliance with the California Highway Patrol (CHP)/Caltrans Call Box and Motorist Aid Guidelines – Exhibit C, Caltrans requirements, American with Disabilities Act (ADA) regulations, and all other applicable federal, state, and local laws. CONTRACTOR is alerted to and is responsible for complying with all applicable prevailing wage laws as further set forth in Section I.E of this SOW and Article 42 of the Contract. CONTRACTOR shall facilitate at its own cost all transition tasks with the previous maintenance provider, if applicable, including, but not limited to, transfer of call box materials, swapping of call box data, and other related tasks. CONTRACTOR is expected to start repairs immediately at start of the contract period with the appropriate staffing levels and materials necessary. It is the responsibility of the CONTRACTOR to account for repairs that may not be completed or have not been started by the previous maintenance CONTRACTOR. The call box system shall be handed over to the CONTRACTOR in an "as-is" condition.

B. Plans and Specifications

CONTRACTOR shall keep at the local office, a copy of all plans, specifications and schematics to which SBCTA shall have access to at all times. Any additional documentation or specifications for new equipment or processes (i.e. transceiver, TTY) shall also be kept by CONTRACTOR in the local office and be available for review by SBCTA. Any call box specification plans the CONTRACTOR does not have shall be created by CONTRACTOR as part of an administrative task and may be facilitated by the SBCTA Project Manager.

C. Rights of Entry and Permits

CONTRACTOR shall be responsible for ensuring all rights of entry, encroachment permits, and other licenses or permits required to perform the work necessitated by this SOW have been granted and are in effect prior to performing work on the call box system during the term of the Contract.

D. Materials and Workmanship

All materials, parts, and equipment furnished by CONTRACTOR shall be of high grade and free from defects. Enclosures shall not be replaced with others of lesser quality as measured by paint brightness and coating integrity. Quality of work shall be in accordance with generally accepted standards. Materials and work quality shall be subject to SBCTA's approval.

E. Labor

Only competent workers shall be employed for tasks under this Agreement. Any person found by SBCTA to be incompetent, disorderly, working under the influence of alcohol or controlled substances, unsafe, or otherwise unfit to perform the work shall be removed by CONTRACTOR and not re-employed for services under the Contract. SBCTA shall have final approval on the lead staff assigned or changes to lead staff to this Contract.

CONTRACTOR is alerted to and is responsible for complying with all applicable prevailing wage laws as further set forth in Article 42 of the Contract.

F. Inspection

All performance (including services, materials, supplies, and equipment furnished or utilized) shall be subject to inspection and approval by SBCTA. Any SBCTA authorized representative shall have access to CONTRACTOR's office(s) utilized for this project.

G. Condition of Site

Throughout the term of the Contract, CONTRACTOR shall keep call box sites clean and free of rubbish and debris (including removed pad material, removal of ants/bugs from the handset/callbox housing area if needed, and the removal of miscellaneous stickers/notices that may have inappropriately been applied to call boxes and/or call box signs/poles, etc.) Keep inside of call box and the hand set unit clean as well. All unnecessary materials and equipment shall be removed from the call box site immediately or as soon as the materials, tools, and equipment are no longer needed.

H. Reuse of Parts:

CONTRACTOR shall reuse parts that have been damaged or replaced assuming CONTRACTOR has repaired the parts and ensured that functionality is not degraded and the integrity of the component is not compromised.

I. Reserve Inventory

CONTRACTOR is required to maintain a sufficient quantity of call box equipment, parts, and materials in stock in its local office to fulfill the requirements of this SOW. Replenishing the call box equipment stock is the sole responsibility and at the cost of the CONTRACTOR. SBCTA acknowledges any materials purchased by the CONTRACTOR that remain unused at the end of the contract are the property of the CONTRACTOR.

J. Storage of Materials

CONTRACTOR shall be responsible for storing and maintaining materials in a manner that preserves their quality and fitness for future use. CONTRACTOR shall store call box housings, electronics, poles, and other appurtenances within its warehouse. CONTRACTOR shall relinquish any and all remaining SBCTA owned materials upon termination of the contract.

K. Communication

CONTRACTOR shall ensure that the lead field technician (supervisor and key personnel) and staff have the necessary communication devices for interacting efficiently with SBCTA Project Manager, other designated representatives, and partner agencies. The devices to be provided by the CONTRACTOR must include, but are not limited to, a cell phone, office phone, fax machine, email services and drop box capabilities, if needed, to send and receive large files and databases relating to the call box system.

II. CALL BOX MAINTENANCE SYSTEM AND DATABASE

A maintenance system is currently in place to monitor the SBCTA call box system; that system's information may need to be transferred to the awarded CONTRACTOR's maintenance system. SBCTA is responsible for obtaining all call box data and providing it to the successful CONTRACTOR to be inputted into its maintenance system. The CONTRACTOR shall facilitate such transfer by working with SBCTA to format data accordingly. The CONTRACTOR will not be compensated for maintenance tasks until the maintenance system is fully operational. SBCTA retains ownership of all files containing call box related data provided to the CONTRACTOR. All such data, including newly inputted data related to the tasks performed by the selected CONTRACTOR, shall be turned over to SBCTA at the termination of the Contract, in a Microsoft Excel format or other format as identified by SBCTA.

The CONTRACTOR's maintenance system shall be made compatible with the SBCTA call box communication devices. It is the CONTRACTOR's responsibility to upgrade its maintenance system in order to perform the necessary maintenance of the SBCTA call boxes and the overall system. CONTRACTOR is responsible for ensuring the maintenance system has a data back-up plan in place so that the information stored is not compromised during system malfunctions. CONTRACTOR shall not change any devices in the call boxes to make them compatible with CONTRACTOR's maintenance system. Any changes and/or upgrades to the maintenance system shall be at the cost of the CONTRACTOR. All SBCTA call boxes shall be monitored by a maintenance system and each cellular call box shall make one (1) call once a day, and all satellite call boxes shall make one (1) call every five (5) days into the system for a diagnostic checkup.

Each day, SBCTA may request the CONTRACTOR provide an exception report (a list of those call boxes scheduled to call in that day that were not able to call in successfully and the reason why – alarm code, etc.). If the CONTRACTOR, per the exception report, sees an area where it appears a large number of call boxes have suddenly stopped working, SBCTA shall be made aware of the possible concern, and the CONTRACTOR shall make the appropriate outreach to SBCTA's cellular provider.

The CONTRACTOR is responsible for maintaining an electronic call box system database that contains general information about SBCTA's call boxes, work performed, photos of the call box site (before and after repairs) and records of all work orders. Information contained in the call box system database, maintenance records, copies of work orders, etc., must be easily retrievable and exportable into a Microsoft Excel spreadsheet and must be accessible to SBCTA at any time via Internet connection or equivalent means acceptable to SBCTA.

The call box system database shall include, at a minimum, the following information:

- General description of the call box system, including but not limited to, latitude and longitude of call boxes, call box site type as specified in Exhibit A, CHP/Caltrans Call Box and Motorist Aid Guidelines - Exhibit C, call box location description and current call box status.
- Description of all corrective maintenance visits including the call box sign number, date and time of work issue date, date and time of visit, date and time work completed (if different from the first visit), description of work performed, and notation of tech that addressed the work;
- Description of preventive maintenance visits including the call box sign number, date and time of visit, pictures taken of call box (including call box site area) during each preventative maintenance visit, description of work performed if it deviates from the standard preventive maintenance requirements, and a notation as to which tech addressed the work;
- Description of other site work including, but not limited to the following: knockdowns, vandalism, sign repair, site repairs, other repairs, CHP reports, removals, reinstallations, pad replacements or removals. Pictures of knockdowns (before and after) to also be included. These entries shall also include the work issue date and time (alarm date where applicable), site visit date and time, sign number, date and time of completion, and name of tech.

CONTRACTOR shall furnish its own digital camera, GPS devices, and other devices or equipment necessary to provide the above information in the maintenance system. CONTRACTOR shall keep the maintenance system updated and current to prevent misinformation, so that SBCTA has access to the most updated information/data possible regarding the San Bernardino call box system.

Some specifications of the Call Box System Database and overall maintenance system may be altered by CONTRACTOR with prior written approval (email is acceptable) from SBCTA Call Box Program staff. At the written request of SBCTA Call Box Program staff, additional information in the call box system database may be added or unnecessary information deleted.

All information, including historical data, within the maintenance system must be accessible to SBCTA Call Box Program staff at any time via Internet connection or equivalent means acceptable to the SBCTA. SBCTA should have access to monitor all repairs, the timeliness of such repairs, and the number of times each call box calls into the maintenance system via the maintenance system.

During a project kick-off meeting after award of the Contract, SBCTA and CONTRACTOR will finalize the components and layout of the call box system database, and determine appropriate access for SBCTA.

III. CALL BOX MAINTENANCE TASKS

The CONTRACTOR shall perform the following tasks and administrative tasks routinely throughout the term of the Contract. All special projects will be initiated through SBCTA and agreed upon in writing by both parties as described in Task F. Compensation for all work is described in Exhibit B, Price List.

Some call box repairs and maintenance tasks may need to be performed immediately if they present a potential hazard or if call box components are damaged and in the way of traffic. Should CONTRACTOR need to pick up damaged call box parts, CONTRACTOR shall also repair the call box at the same time to minimize the number of trips needed to repair the call box, to the extent reasonable. An inoperable call box shall be bagged (yellow call box and blue call box signs both to be bagged) by the CONTRACTOR if left unattended to make such trips. In addition, at the request of SBCTA, CONTRACTOR shall remove call boxes permanently from the system as described in Task E, which may be necessary throughout the term of the Contract.

Task A. Corrective Maintenance

CONTRACTOR shall perform corrective maintenance as needed on all call boxes. Corrective maintenance includes all repairs to the call box associated with electronics, transceivers, power supply (battery and solar panel), and the interface with the cellular system provider or anything that affects the proper function of the call box. All equipment and materials used to perform repairs must be removed immediately after completion of the repair. Corrective maintenance requires that the CONTRACTOR be accessible to the call box call answering center (CAC), CHP, and SBCTA to report non-operational call boxes.

Upon notification from CHP, CAC, SBCTA or the maintenance computer that a call box is out of service, CONTRACTOR shall determine the cause. If due to general failure of the call box, CONTRACTOR shall take the necessary action to restore it to a good operating condition, including the repair or replacement of parts, components, and mountings as needed. Activities falling within the definition of corrective maintenance shall be completed by 4:00 p.m. on the same day for events reported by 8:00 a.m. on a workday. For events reported after 8:00 a.m., the call boxes shall be operable by 4:00 p.m. on the following workday. For events reported on a holiday or weekend, the call box shall be repaired by 4:00 p.m. on the first workday following notification of the event. In the event that the call box is obstructing traffic, CONTRACTOR shall respond immediately. CONTRACTOR shall provide management and field staff sufficient to perform repairs on call boxes within the established time periods. Should the CONTRACTOR not be able to meet these specified timeframes, CONTRACTOR must notify SBCTA in writing of the reasons why such repairs shall be delayed.

If CONTRACTOR is unable to put a call box back in service during the first visit to the box after notification of its failure to perform, CONTRACTOR shall cover and securely attach a heavy duty plastic bags over the yellow call box *and* both large blue call box signs for each “out of order” call box; **this is critical**. CONTRACTOR shall remove the plastic bag(s) once the call box is back in service.

Task B. Preventive Maintenance

CONTRACTOR shall perform the following preventive maintenance tasks at least two (2) times a year, at approximately six-month intervals, as necessary to keep call boxes clean and operational. Call boxes with adjunct devices shall be maintained similarly.

CONTRACTOR shall report to SBCTA any unusual findings made while performing preventive maintenance. Some preventive needs may be reported by SBCTA and shall be addressed by CONTRACTOR on preventive maintenance visits.

The preventive maintenance activities for all call boxes, shall include, but are not limited to, the following tasks:

- Cleaning, sanding off rust, and painting of call box housings as necessary;
- Checking call box housing door, magnet, and spring;
- Replacement or addition of outdated, damaged, or missing instruction placards and vandalism stickers;
- Removal of items not part of the call box such as stickers and garbage bags;
- Inspection and anti-corrosion treatment of external electrical connections;
- Operational check of call box controls and system operational sequence including performance of voice test calls on each call box;
- Check outer door, handset, and illumination for proper operation;
- Check hook switch;
- Check cellular antennae and cable;
- Minor cleaning of the surrounding area of the call box (includes minor pruning, pulling of weeds and debris removal, spraying for insects);
- Visual inspection of the solar panel orientation and cleaning of the solar panel collecting surface;
- Testing of the TTY screen for brightness and legibility, and testing of the TTY keyboard for functionality and keeping both clean. In addition, CONTRACTOR shall make one (1) TTY test call to the CAC from each of three (3) call boxes for which preventive maintenance was performed each day. CONTRACTOR is responsible for tracking the TTY call box tests to ensure that tests are being distributed across the system;
- Inspection and repair of the pedestrian pad;
- Inspection of pathway from the traffic lanes to the call box for wear and tear or vandalism;
- Maintenance of the call box mounting pedestals or other devices used for mounting the call boxes on sound walls;
- Replacement of faded call box blue sign and missing letter and number stickers;
- Taking an updated photo of the call box site and uploading to the call box system database; and
- Inspection and replacement, if needed, of the interior “HEARING IMPAIRED ONLY” or “VOICE CALL ONLY” stickers/applications inside the call box. These stickers are supplied by SBCTA.

CONTRACTOR shall use preventive maintenance visits to protect boxes from corrosion and fading.

The color of all call boxes shall fall between Pantone yellow no. FL100 and Pantone yellow no. FL123. CONTRACTOR shall replace or repair any such defective enclosures in a timely and satisfactory manner. Preventative maintenance tasks and costs are the responsibility of the CONTRACTOR as part of the preventative maintenance cost indicated in the Price Proposal. CONTRACTOR shall keep track of the work performed for each preventative maintenance visit in the call box system database.

Task C. Knockdown and Vandalism Repairs

Once informed of damage, CONTRACTOR shall perform maintenance repairs and/or replacements required as a result of damage by collisions, vandalism, or other willful acts, and other such causes (including insect intrusion). CONTRACTOR may become aware of damage to call boxes in various ways, including receiving notification from SBCTA, the CAC, or the CHP, by observing the damage, or by receiving a signal from the call box's built-in sensor that it is no longer perpendicular to the ground. The knockdown repair limit for which CONTRACTOR is responsible will be twelve percent (12%) of the system total each Fiscal Year, July 1 – June 30.

1. Knockdown Repairs

Knockdown repairs shall be defined as services conducted by CONTRACTOR to restore call boxes to full operability after being knocked down by vehicle collision or other such causes. CONTRACTOR shall make work orders and other related information on a knocked down call box readily available to SBCTA to assist in knockdown recovery efforts.

2. Vandalism Repairs

Vandalism repairs shall be defined as services conducted by CONTRACTOR to repair call boxes, call box sites or call box components damaged as a result of vandalism, willful acts, or other such causes (including insect intrusion). Such tasks shall include but not be limited to: replacing broken outer door, repairing ripped handset, removing graffiti from signs or call box housing, and repairing damaged site material pads, retaining walls, etc. CONTRACTOR shall salvage any or all parts of the damaged call box as long as the integrity of the component is not compromised. If no foundation work is required, CONTRACTOR shall have the call box placed back in service by 4:00 p.m. on the same day for knockdown or vandalism events reported by 8:00 a.m. on a workday. For damages reported after 8:00 a.m., the CONTRACTOR shall have the call box back in service by 4:00 p.m. on the following workday. If foundation work is required, CONTRACTOR shall have the call box placed back in service by 4:00 p.m. on the second workday following notification. For events reported on a holiday or weekend, the call box shall be repaired by 4:00 p.m. on the first workday if no foundation work is required, or by 4:00 p.m. on the second workday following the notification of the event if foundation work is required.

In some cases, knockdown and vandalism repairs may be needed as soon as possible because of a potential hazard or urgent safety concern. CONTRACTOR may be notified by SBCTA should they be notified by CHP or another agency. Upon receiving the notification, CONTRACTOR shall respond within a four (4) business hour period.

Task D. Temporary Removal and Reinstallation

1. Temporary Removals

At the request of SBCTA, CONTRACTOR shall remove call boxes from existing locations on an as needed basis to accommodate freeway construction activity and other projects that come into conflict with SBCTA call boxes. Whenever possible, SBCTA will give one (1) week notice to CONTRACTOR of upcoming temporary call box removal. In special cases removals may be required immediately. SBCTA retains ownership of call boxes authorized for removal, and CONTRACTOR shall store removed boxes at its location and make all removed call boxes available for reinstallation at any time. CONTRACTOR shall coordinate the removal (including de-activation of necessary call box alarms prior to removals and possible de-activation of long term temporary removals) and storage of call boxes as requested by SBCTA. CONTRACTOR shall also maintain proper inventory documentation. In some cases, CONTRACTOR may need to pick up boxes that are temporarily removed by Caltrans or its contractors at off site locations.

Coordination for pick up shall be the responsibility of the CONTRACTOR. Some call boxes may be temporarily removed for several years, depending on the nature of the construction project. The temporary removal and reinstallation limit will be ten percent (10%) of the system total for the Fiscal Year, July 1 – June 30.

2. Reinstallation

Once the construction project is complete and the call box removal is no longer needed, CONTRACTOR shall coordinate with SBCTA reinstallation and deferred installation tasks, including permitting, site approval, installation, and reactivation. CONTRACTOR shall have the call box reinstalled and operational within three weeks of notification. Some construction projects may cause the call box to be permanently inaccessible. In such cases, CONTRACTOR shall recommend new locations for the call boxes to SBCTA. SBCTA, however, has discretion to permanently remove, rather than relocate, such locations. After reinstallation has been completed, a photo of the call box site shall be taken and uploaded to the call box system database. Should the call boxes have new sign numbers or phone numbers due to relocation, CONTRACTOR shall immediately notify SBCTA and CAC, in writing, of the changes before they are implemented, to allow an opportunity to provide updates to the maintenance system and call answering systems for CHP and American Automobile Association.

Task E. Permanent Removals

At the request of SBCTA, CONTRACTOR shall permanently remove call boxes from the system in accordance with current CHP/Caltrans Call Box and Motorist Aid Guidelines - Exhibit C. Such removals may be necessary throughout the term of the contract. SBCTA reserves the right to reduce the number of call boxes at any time during the term of this agreement. CONTRACTOR shall be responsible for all permanent removal activity, including the cancellation of phone numbers with the service provider. Permanently removed call boxes shall be returned to SBCTA's inventory. CONTRACTOR shall store the removed call box with enclosure, pole, signs, solar panel, and assemblies at locations designated by SBCTA. The stored materials and parts may then be used by CONTRACTOR in performing maintenance tasks for SBCTA's call box system from which the materials and parts originated.

Task F. Special Projects

CONTRACTOR may be requested to conduct special projects throughout the term of the Contract. Special projects may include but are not limited to: installation of new cellular and satellite call boxes for SBCTA, partner agencies, and other entities; removal or relocation of call boxes due to special circumstances; cellular upgrade of call boxes; evaluation and modification of call box sites to comply with ADA requirements; as described in the CHP/Caltrans Call Box and Motorist Aid Guidelines - Exhibit C; and special site evaluations and other special projects related to the call box system as needed. All special projects will be requested by SBCTA and agreed upon by both parties in writing.

IV. ADMINISTRATIVE TASKS

CONTRACTOR shall be responsible for the administrative tasks detailed below in order to perform maintenance tasks. These administrative tasks shall be included within the flat rate for maintenance proposed by the Proposer.

A. Meetings, Field Surveys, and Correspondences

CONTRACTOR shall be required to attend meetings that relate to the call box system as requested by the SBCTA Project Manager. CONTRACTOR shall respond to SBCTA's written and email inquiries regarding the call box system. In addition, coordination with SBCTA staff may be required to assist in producing a monthly report of call box statistical information. At the request

of SBCTA, CONTRACTOR shall provide pictures, plans, drawings, maps, and other documents to SBCTA at no additional cost.

B. Encroachment Permits

Encroachment permits are required prior to doing work on Caltrans and County-owned right of way. CONTRACTOR shall be the primary point of contact for Caltrans and County permit issues related to the system and shall coordinate final field surveys and field review meetings to approve or modify call box locations with Caltrans, the County (Fort Irwin Road), CHP, and SBCTA. SBCTA shall prepare and submit encroachment permit applications as required, with assistance from CONTRACTOR as needed. If required, CONTRACTOR shall be responsible for fees associated with CONTRACTOR's permits. CONTRACTOR shall comply with all terms of the permits, particularly any requirements related to lane closures necessary to complete the tasks under this SOW, and shall ensure permits are in effect prior to conducting any work.

C. Inventory and Supplies

CONTRACTOR shall be responsible for the general upkeep of SBCTA's call box storage, including tracking inventory of supplies, disposing of obsolete and irreparable parts, and organizing components within the storage facility. SBCTA occasionally sells used call box supplies to other vendors and may request CONTRACTOR to coordinate sale and delivery of such supplies.

D. Maintenance System Management

CONTRACTOR shall maintain and frequently update the call box maintenance system to reflect changes in site location, site type, etc. CONTRACTOR shall also maintain an accurate, up-to-date database containing information on the entire call box system, as described in Section II.

E. Reporting

CONTRACTOR shall provide access to the following database and reports as requested by SBCTA:

- Call Box System Database – ongoing access via Internet connection;
- Call Box Maintenance Exception Report - a report of all cellular call boxes that have failed to report into the maintenance system after one (1) day, and a report of all satellite call boxes that have failed to report into the maintenance system after five (5) days;
- Call Box Preventative Maintenance Report - a report of the call boxes visited that month, including the date and time and description of work completed; and
- Call Box Corrective Maintenance Report - a report of call boxes visited that month, including the date and time and description of work completed.

V. RECOVERY SERVICES

CONTRACTOR shall keep an updated call box summary/pricing sheet and shall submit an updated Microsoft Excel form on a quarterly basis to SBCTA. In addition, the technician's work order, including the materials and equipment replaced, must be submitted with the monthly invoicing. Therefore, all materials and equipment listed on the work orders should have a corresponding item on the cost summary/Pricing Sheet.

EXHIBIT B
PRICE LIST (TIME AND MATERIALS)
CALL BOX SYSTEM MAINTENANCE SERVICES
RFP NO. 23-1003017
October 1, 2023 through September 30, 2028
(Years 1 through 5)

**** Amounts listed must be for the total five (5) year period of the CONTRACT****

Instructions: On this form, please quote the firm-fixed rate that will be charged for the services outlined in the Scope of Work. The submitted price amount must include the five year total. The service hour proposed shall include all direct costs, indirect costs, and profit.

Price Per Call Box Monthly Maintenance Fee

Per site flat rate monthly maintenance fee per active call box for all work specified in Attachment A, Scope of Work:

TASKS					
Corrective Maintenance					
Preventative Maintenance					
Knockdown and Vandalism Repairs					
Temporary Removals and Installations					
Permanent Removals					
Administrative Tasks					
Coordination of removals, storage, and re-installation					
Call Box System Database Maintenance and updates					
Maintenance of Plans and Specifications					
Reporting					
<u>FY JULY 1-JUNE 30</u>	FY 23/24	FY 24/25	FY 25/26	Option Year 1 FY 26/27	Option Year 2 FY 27/28
Price per cellular call box/per month Annual Increase Percentage	\$57.91	\$63.70	\$66.89	\$70.23	\$73.74
Price per satellite call box/ per month Annual Increase Percentage	\$66.60	\$73.26	\$76.92	\$80.77	\$84.50

Should the number of active Cellular Call Boxes fall below the estimated 600 target the following rates will apply

Fiscal Year	Base Active Call Box Count	Reduction Percentage	Reduction Amount	Active Call Box Count	New Rate	Estimated Monthly Dollar Amount
2023/2024	600	15%	90	510	\$62.54	\$31,897.13
	600	50%	300	300	\$75.28	\$22,585.11
2024/2025	600	15%	90	510	\$68.80	\$35,086.84
	600	50%	300	300	\$82.81	\$24,843.63
2025/2026	600	15%	90	510	\$72.24	\$36,841.19
	600	50%	300	300	\$86.95	\$26,085.81
Option Year 1 2026/2027	600	15%	90	510	\$75.85	\$38,683.24
	600	50%	300	300	\$91.30	\$27,390.30
Option Year 2 2027/2028	600	15%	90	510	\$79.64	\$40,617.41
	600	50%	300	300	\$95.87	\$28,759.60

Time and Materials Cost

Time and material costs for various call box site types that comply with Caltrans Motorist Aid Call Box Guidelines and pricing list for materials expected to be used. Included are examples of costs, add additional costs not listed and attach additional sheets if necessary:

Type of Cost	Unit Cost		Labor Cost		Extended Price	
Pad Replacement (5'x5')	\$	\$600.00	\$	\$120.00	\$	\$720.00
New Permanent Call Box Relocation	\$		\$	\$650.00	\$	\$650.00
New Satellite Call Box Installation	\$		\$	\$1,050	\$	\$1,050
Air Time for Satellite Call Box	\$	\$1.50 a min.	\$		\$	\$150 a min.
Paint for Faded Housings	\$	275.00	\$	\$65.00	\$	\$340.00
Satellite Radio Upgrade Kit W/ Antenna With TTY capability.	\$	\$3,050.00	\$	\$150.00	\$	\$3,200.00
Battery 12V, 17AH, Lead Acid for Satellite Radio Upgrade Kit	\$	135.38	\$	65.00	\$	\$200.38
Shipping for Materials for Satellite Radio Upgrade Kit	\$		\$		\$	TBD

Permanent Removals Cost

Flat fee for permanent removals outside of Attachment A, Scope of Work):

Permanent Removal Cost		
Price per permanent removal	\$	650.00

This offer remains firm for 180 days from the date of proposal.

Proposer

Signature of Authorized Person

Date


KNIGHTSCOPE

FILE NAME: CBMI-0021 Cal SAFE Projects Price List 2023 AUTHOR: SG TP DATE: 1-18-23 PAGE: 1 of 4

California SAFE Projects -- Call Box Price List 2023

DESCRIPTION	PART NUMBER	2023
New Purchases		
Digital Lexan Call Box Assembly 4G	6000-0100-##	\$ 4,627.9
Digital Lexan Call Box Assembly Satellite	6000-0100-102	\$ 9,010.0
Digital TTY Lite Lexan Call Box Assembly	6000-0100-93	\$ 5,837.5
E Phone - Stainless Steel	6000-0300-##	\$ 4,770.0
Blue Light Tower, 45W Solar, 40Ah	6000-0355-01	\$ 8,268.0
4G / LTE VERIZON Radio Upgrade Kit	T B D	\$ 980.50
4G / LTE AT&T Radio Upgrade Kit	T B D	\$ 980.50
New Call Box Site Material		
Site Type G includes "A" pole, non-aug base, hdwr, 2 generic signs	6000-0117-G2	\$ 1,960.7

Attachment: Contract 23-1003017 - Call Box Maintenance Services (9887 : Sole Source Contract No. 23-1003017 with Knightscope, Inc., for Call


KNIGHTSCOPE

FILE NAME: CBMI-0021 Cal SAFE Projects Price List 2023 AUTHOR: SG TP DATE: 1-18-23 PAGE: 2 of 4

California SAFE Projects -- Call Box Price List 2023

DESCRIPTION	PART NUMBER	2023
Maintenance Items for Aluminum Call Box Projects		
	4240-0009	\$ 56.05
Rechargeable battery 6 Volt Alum (each)	3090-0304	\$ 321.23
Handset and armored cord	4210-0112	\$ 96.01
Antenna Assembly LTE	6060-0436	\$ 62.67
RF cable to antenna	6060-0130	\$ 49.21
Solar cable to solar panel	6060-xxxx various	\$ 49.21
Misc other smaller cables and harnesses	4210-0079	\$ 156.80
Yagi antenna	5014-0022	\$ 248.44
Mount for corner reflector or Yagi		
Maintenance Items for Lexan Call Box Projects		
	6040-4011-20	\$ 1,838.0
Main housing with Front Door and Handset (assembly)	6040-4011-20-98	\$ 735.64
Main Housing w/ Frt Door & Handset (drilled for TTY) - Used Refurb		
	6040-4010	\$ 465.34
Front door (assembly)	6040-4026	\$ 573.46
Back door (assembly)	6040-4026-98	\$ 230.02
Back door (assembly) - Used Refurbished		
	3090-0311	\$ 297.12
Handset and armored cord	3090-0311-98	\$ 203.74
Handset and armored cord - Used Refurbished	4210-0109	\$ 80.22
Antenna Assembly Dual band	4210-0113	\$ 154.02
Yagi antenna	5014-0022	\$ 248.44
Mount for corner reflector of Yagi	6040-4057	\$ 383.59
20W solar panel with bracket	6060-0436	\$ 62.67
RF cable to antenna	6060-0130	\$ 49.21
Solar cable to solar panel (Not applicable to aluminum)	6060-xxxx various	\$ 49.21
Misc other smaller cables and harnesses		
Batteries		
	4240-0001	\$ 135.38
17AH rechargeable battery	5004-0048	\$ 18.42
Battery bracket - 17A		

Attachment: Contract 23-1003017 - Call Box Maintenance Services (9887 : Sole Source Contract No. 23-1003017 with Knightscope, Inc., for Call


KNIGHTSCOPE

FILE NAME: CBMI-0021 Cal SAFE Projects Price List 2023 AUTHOR: SG TP DATE: 1-18-23 PAGE: 3 of 4

California SAFE Projects -- Call Box Price List 2023

DESCRIPTION	PART NUMBER	2023
Site Materials and Items for Alum or Lexan Call Boxes		
Pole - Blank for all configurations	5870-0069	\$ 1,043.8
Pole - Used (re-drill as needed)	5870-0069-98	
Non-auger foundation	5870-0004	\$ 584.30
RF Attenuators	2035-0049 or 0050	\$ 74.23
Sign, CB HIP Generic (Large)	3090-0358	\$ 126.14
Service Kit	6040-4038	\$ 81.33
Installation kit	6040-4035	\$ 133.41
Mounting hardware	3090-0058 or 3090-0059	\$ 15.32
Sign hardware kit	6040-4037	\$ 26.90
Wind brackets	3090-0086	\$ 21.44
Hilti anchor bolts (set of 4 bolts)	6040-4061	\$ 146.41
Digital Electronics Component Replacement Parts		
Aurora Controller/Processor Board	6020-0300	\$ 746.82
Aurora Controller/Processor Board - Used refurb	6020-0300-98	\$ 298.71
Land Line Output Board	6020-0172	\$ 374.90
Land Line Personality Board	6020-0322	\$ 374.90
Interface I/O Board for Digital Lexan	6020-0449	\$ 267.02
Interface I/O Board for Digital Lexan - Used refurb	6020-0449-98	\$ 106.81
TTY Lite Controller Board	6020-0740	\$ 587.11
Radio I/F Board	6020-0791	\$ 174.21
Interface I/O Board for Digital Lexan	6020-0911	\$ 267.02
Radio I/F Board	6020-0923	\$ 174.21
TTY Lite Illuminated LCD display assembly	6040-0246	\$ 779.41
TTY Lite keypad	6040-0251	\$ 334.21
AC Power Supply	6040-0283	\$ 328.58
Security Tower Exclusive Parts		
CB 45W Solar Panel	6040-4110	\$ 473.56

Attachment: Contract 23-1003017 - Call Box Maintenance Services (9887 : Sole Source Contract No. 23-1003017 with KnightScope, Inc., for Call


KNIGHTSCOPE

FILE NAME: CBMI-0021 Cal SAFE Projects Price List 2023 AUTHOR: SG TP DATE: 1-18-23 PAGE: 4 of 4

California SAFE Projects -- Call Box Price List 2023

DESCRIPTION	PART NUMBER	2023
Security Tower Exclusive Parts		
Battery, 12V, 40Ah, SLA	4240-0035	\$ 307.48
Strobe / Flasher	2008-0043	\$ 115.01
Antenna, LTE Cellular (TNC), GPS (SMA)	4210-0108	\$ 171.11
Label, "EMERGENCY", ea	4410-0548	\$ 30.18
CB Tower LED panel	6040-0755	\$ 179.88
Assy, Tower CB Area Light w/Reflector	6040-0094	\$ 197.90
PCA, LED Down Light	6020-0921	\$ 94.66
CB Faceplate, 1B, LV100	6040-0718-01	\$ 3,311.73
Assy, CB 1B Faceplate Panel	6040-0714	\$ 563.44
PCA, Aurora CB Controller (Hands Free)	6020-0300-12	\$ 791.63
PCA, CB Hands Free Interface	6020-0915	\$ 888.12
PCA, Aurora Radio I/F	6020-0791	\$ 154.15
Switch, Pushbutton, 30mm, Non-Illum., 1.4462 SS	5640-0043	\$ 117.66
Weldment	5008-0106	\$ 3,416.14
Front Panel Location Placard, Etched	5008-0129	\$ 49.21
LABOR rate per hour - Field and Bench repairs		\$ 130.18

NOTES:
Prices are FOB Irvine CA and do not include any applicable sales tax.

Prices not valid for call boxes modified by third parties.

All prices subject to CPI revision on an annual basis.

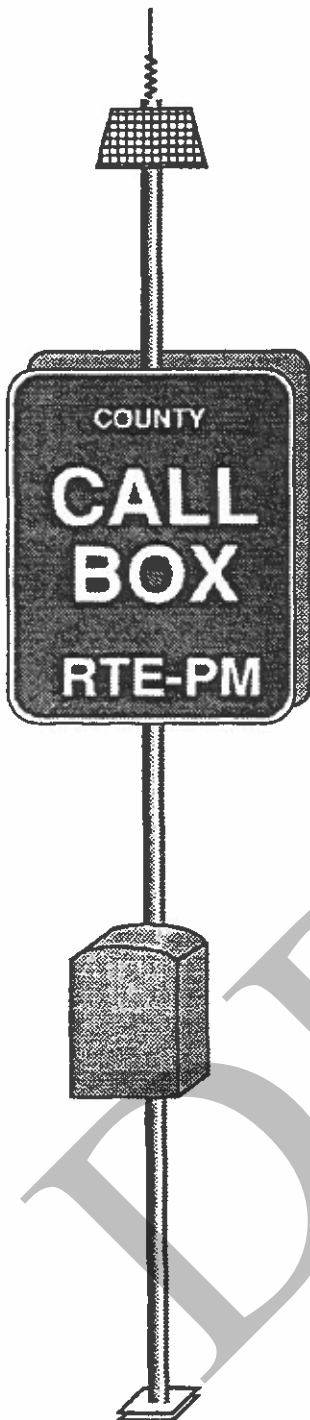
Knightscope reserves the right to subcontract any or all labor or construction work.

Knightscope reserves the right to adjust pricing in response to changes in requirements from customer and/or other agencies, etc.

Prices exclusive of any special subcontracting requirements imposed by customer.

Hourly rates exclude charges for special equipment.

Special equipment (bucket truck, lane closures, etc.) when required will be billed separately



CHP/CALTRANS CALL BOX AND MOTORIST AID GUIDELINES

NOVEMBER 2007

CHP/CALTRANS CALL BOX AND MOTORIST AID GUIDELINES

NOVEMBER 2007

DRAFT

Foreword

This set of program Guidelines has been developed by the California Highway Patrol (CHP) and the California Department of Transportation (Caltrans), in cooperation with the California Service Authority for Freeway Emergencies/Expressways Committee (CalSAFE) for use in the SAFE call box program. The SAFE call box program operates over 16,000 motorist aid call boxes in California. This program is supported by over 85 percent of all registered vehicle owners in California who pay one dollar per vehicle registration, annually, to fund this meaningful and important public service to all motorists who drive on California State highways.

CalSAFE is made up of program managers from each county or regional SAFE organization, the California Highway Patrol, and the Department of Transportation. Members of CalSAFE actively provide valuable input to assist in the development of these guidelines. CHP and Caltrans appreciate these regional and county governmental agencies for their sincere dedication and efforts to provide the resources and administrative support to assure that the SAFE call box program is successful in providing motorist aid services on the State Highway System.

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I. INTRODUCTION

A. BACKGROUND

In 1985 the California Legislature passed Senate Bill 1190 to enable counties to generate revenue for the purpose of purchasing, installing, operating and maintaining an emergency motorist aid system. This legislation, enacted January 1, 1986, required that the California Department of Motor Vehicles (DMV) collect revenue, the Department of the California Highway Patrol (CHP) and the California Department of Transportation (Caltrans) provide review, approval, and operating services. These guidelines have been written to facilitate the coordination with the county governments and agencies that choose to provide call box and motorist aid services to their constituencies. (Also refer to Annex A and Annex B).

B. LEGISLATIVE HISTORY

1. Senate Bill 1199. Enacted January 1, 1986. Provided the basic format for the formation of Service Authorities for Freeway Emergencies (SAFEs). Outlined governmental responsibilities, revenue generating policies, and prescribed locations for call box placement. Included emergency mechanical service patrols and other motorist assistance programs.
2. Senate Bill 1597. Enacted January 1, 1987. Amended SB 1199 by deleting emergency mechanical service patrols and changed the legislation to be directed solely and entirely to call boxes.
3. Assembly Bill 3660. Enacted January 1, 1987. Amended SB 1199 to permit the placement of call boxes on state highway routes, which connect segments of the California Freeway and Expressway System and are under CHP jurisdiction.
4. Senate bill 202. Enacted January 1, 1987. Permitted county transportation commissions to serve as SAFEs. Determined how generated revenue was to be obligated, including revenue bonds.
5. Senate Bill 592. Enacted January 1, 1988. Permitted the Metropolitan Transportation Commission (MTC) to serve as the SAFE for all nine Bay Area Counties if the counties elected to be included.
6. Senate Bill 2182. Enacted September 22, 1988. Removed all references to call box systems as "emergency" and declared it a misdemeanor to damage or destroy a call box. Stated that no reimbursement to local governments by the State would be required by call box legislation. Authorized reimbursement of expenses for members of a SAFE board.
7. Assembly Bill 2937. Enacted January 1, 1991. Provided for the installation of call boxes on state highways and county expressways using SAFE funds.

8. Senate Bill 1254. Enacted October 5, 1991. Allowed for the establishment of a SAFE by the Sacramento Area Council of Governments (SACOG) to function as a SAFE for any or all of the counties of Sacramento, Yolo, Yuba, Sutter, and San Joaquin.
9. Assembly Bill 1390. Enacted October 7, 1991. Authorized a county and its cities to designate a Council of Governments to serve as a SAFE for the County.
10. Senate bill 565. Enacted October 8, 1991. Allowed for use of SAFE funds, which are in excess of the amount needed for the motorist aid system of call boxes, to be used for additional motorist aid services or support.
11. Assembly Bill 1077. Enacted January 1, 1993. Requires that SAFE motorist aid systems meet standards of Title II of the Americans with Disabilities Act of 1990.
12. Assembly Bill 3020. Enacted September 30, 1996. In counties with a population of over 6,000,000 persons, call boxes may be installed on unincorporated county roads. Added and deleted routes in the California Freeway and Expressway System.
13. Senate Bill 396. Enacted July 21, 1997. Authorizes SAFEs to contract with the CHP or a private entity to handle calls in accordance with a contract that shall contain guidelines for services to be provided, including, but not limited to, reporting requirements, immediate transfer of emergency calls and traffic management information to the CHP, performance standards, and coordination with the eligible tow service providers.
14. Senate Bill 1740. Enacted September 9, 2002. Authorizes a SAFE to develop policies relating to retention of records, including records relating to the authority's operations, contracts, and programs, and the length of time that the authority will retain the records.
15. Senate Bill 795. Enacted September 11, 2003. Authorizes a SAFE to operate the Freeway Service Patrol in the county or region in which the SAFE was created; clarifies that Caltrans and CHP shall be reimbursed for costs specifically associated with their review and approval of motorist aid system implementation plans; removes the two-year restriction period that a SAFE can issue revenue bonds for each county within its jurisdiction; authorizes a SAFE to contract with the CHP or a private or public entity to handle call box calls; and requires a SAFE that contracts with a private or public entity to comply with the specifications set forth in the Guidelines, but for those contracts commencing on or before July 1, 2003, the performance standards in those contracts shall remain in effect until modifications are made to the Guidelines.

C. STATEWIDE SYSTEMS STANDARDS

The above legislative history provides a clear picture of legislative intent that California SAFE motorist aid systems should be developed on a county-by-county basis at no cost to the State. However, there must be overall planning to provide standardization and compatibility on a statewide basis. Motorists who travel from one SAFE jurisdiction to another must be able to receive a minimum standard level of service. Consequently, each motorist aid project must be designed to be integrated as part of the statewide roadway system. To achieve that integration, it is necessary that the following standards be met:

1. Call boxes must be easily identifiable to the motoring public. This will require that all call boxes be a uniform color and be signed identically. The signs must be the same shape, color, and design so that motorists will be able to find assistance easily, regardless of where they reside or travel in California. Refer to Annex C for materials specifications.
2. Every call box must have a unique number to simplify identification for service providers, automated dispatch systems (e.g., those used by the CHP and SAFE private call answer centers), law enforcement officers, and the motoring public. The numbering system approved by the CHP and Caltrans is explained in Annex D.
3. In order to provide reasonable access to the greatest number of motorists, the highest operable part of the call box shall not be higher than **1.4 m** and the handset cord must be at least **736 mm** long.
4. Any other motorist aid systems to be installed pursuant to Streets and Highways Code Section 2557(d) shall meet or exceed all specifications and/or guidelines established by the CHP and/or Caltrans.

II. POLICIES AND PROCEDURES

A. STATE AGENCIES, GENERAL

1. The joint responsibility of the CHP and Caltrans shall be to assist each SAFE in developing a plan to install, remove, operate, and maintain a motorist aid system of call boxes.
2. Caltrans Districts and CHP Divisions will assist the SAFE with planning and design specifications for call box motorist aid projects.
3. Final approval of any call box implementation plan will be executed by Caltrans – Division Chief of Traffic Operations. Final approval of any call box implementation plan will be executed by the CHP – Office of the Commissioner.

B. CALIFORNIA DEPARTMENT OF MOTOR VEHICLES (DMV)

DMV will:

1. Commence the collection of the \$1.00 fee per registration after the authorizing agency has submitted to the DMV Director the following:
 - a. A written request that DMV begin fee collection.
 - b. A copy of the resolution and minutes establishing the SAFE.
2. Contact the authorized SAFE representative by telephone and:
 - a. Provide the DMV liaison name and telephone number.
 - b. Explain implementation procedures.
 - c. Provide implementation date.
 - d. Follow up with confirmation letter from the DMV Director.
3. Collect additional vehicle registration fees and distribute them to the SAFE after deduction of administrative costs.

C. CALIFORNIA DEPARTMENT OF TRANSPORTATION (Caltrans)

Caltrans will:

1. Work cooperatively with the SAFEs to establish guidelines for call box spacing and placement. Caltrans will also work with the SAFEs and provide guidance for the development of call box site plans.
2. Provide district representatives to participate in reviews or consultations requested by the SAFE.
3. Work cooperatively with the SAFEs to establish guidelines for the size, shape, color, location on post, and design of call box signs. Caltrans shall review and approve any new designs for call box signs prior to their installation on the call boxes.
4. Review call box system plans installation or replacement instructions, crash test data and reports with primary consideration for safety.
5. Issue permits to the SAFE for the construction and maintenance of a call box system pursuant to Section V, paragraphs E and F of these guidelines.
6. Notify a SAFE of call box installations that will be negatively impacted by

roadway construction. This could include call box sites blocked by a barrier rail, a newly constructed curb, or any other obstruction. Caltrans will notify a SAFE if a roadway repavement project will result in an uneven transition between the surface of the roadway and the pathway leading to the call box. Caltrans will also notify a SAFE of call box installations that will be removed due to roadway construction by submitting a "Caltrans Blue Memo" (see Annex E for sample of a "Caltrans Blue Memo"). Thirty-days prior notice will be provided by Caltrans. If a temporary barrier rail is to be placed in front of a call box, the SAFE shall decide whether to remove or bag the box and its pair during construction.

7. Should an occasion arise where a local agency believes a call box was damaged by Caltrans, Caltrans will respond to claims filed using Form LD-0274 (see Annex F).
8. Inspect installations, replacements and upgrades to assure compliance with the terms of the encroachment permit.
9. Provide ex officio representation on the California SAFE Committee.
10. Pursuant to Streets and Highways Code Section 2557(d), review and approve plans all proposed amendment(s) to the SAFE's Motorist Aid System implementation plan. As part of this review, ensure that TTY devices in call boxes are included as part of the implementation plan.
11. Provide call box knockdown data if requested by a SAFE.
12. Negotiate a cooperative agreement with each SAFE individually to comply with reimbursement procedures. See Section VII.
13. In relation to the TTY settlement agreement *Munoz et al. v. Sacramento Council of Governments et al.*, for a period of seven (7) years from July 27, 2007, Caltrans will notify plaintiff's counsel with the response to a SAFE's request to approve a modified implementation plan.

D. CALIFORNIA HIGHWAY PATROL (CHP)

The CHP will:

1. Provide field and Communications Centers Support Section representation on SAFE technical advisory committees.
2. Provide review of final call box motorist aid technical and operational specifications as they relate to CHP communications centers.
3. Coordinate the review and final approval of proposed motorist aid system technical elements with the engineering staff of the California Department of General Services, Telecommunications Division. Their ongoing review will ensure that no

county freeway motorist aid system will in any way interfere with existing telecommunications systems or prevent anticipated enhancements to those systems.

4. Answer all call box motorist aid telephone calls and provide central dispatching services for SAFE call box motorist aid systems in areas of CHP jurisdiction and within Caltrans right-of-way, if the SAFE has not contracted the answering of call box calls with a private vendor.

5. Provide communication center staffing to handle dispatching services and when requested, will agree to provide standard monthly reports that will determine if levels of service have been met. (See Annex G for staffing formulas.)

6. Make building modifications needed to accommodate additional equipment for call box motorist aid services when necessary.

7. Maintain, in cooperation with Caltrans, the statewide numbering system for the unique identification of all individual call boxes.

8. a. For Non-Privatized SAFEs: Respond to call box vandalism/knockdown reports and alarms and notify the SAFE or its representative, as appropriate. The CHP will provide to the SAFE, at no cost, the citation of the motorist and a record of the identity and mailing address of the responsible party, if possible, so that the SAFE can bill the motorist for remuneration of damage incurred; and will notify SAFE of knockdown or vandalism incidents.

b. For Privatized SAFEs: Upon notification from a Private Call Answering Center (PCAC) or privatized SAFE, respond to call box vandalism/knockdown reports and alarms. The CHP will investigate all crime or traffic related incidents involving a call box. If the privatized SAFEs requires a crime or traffic damage report, the privatized SAFE will be required to purchase the crime incident or traffic report from the CHP in accordance with existing CHP policy, unless the SAFE is reimbursing the CHP for the cost of a Public Safety Dispatcher (PSD) Personnel Year (PY) at the affected Communications Center of the damaged call box. The cost of reports is identified in Annex H.

Review of Reports - Upon request, an accident report may be reviewed in its entirety without charge by a party of proper interest. The review must take place at the Office where the report is on file.

9. Provide to the SAFE, when possible, photographs of vehicle causing knockdown showing where the vehicle collided with the call box. The CHP incurs costs for developing photographs of crime incidents and traffic accidents. The fee for black-and-white and/or color prints shall consist of the Department's processing costs plus applicable sales tax, which was paid to the vendor. The SAFE shall reimburse the CHP for these costs.

10. Negotiate a contract with each SAFE individually for the handling of call box calls.
11. Provide ex officio representation on the California SAFE Committee.
12. Develop, in conjunction with the SAFEs, a set of Policies and Procedures encompassing all aspects of the handling of freeway call box calls. These procedures include that portion of the CHP communications center Standard Operating Procedure (SOP), and will strive for consistency in all counties. CHP will coordinate with each SAFE to develop the local Policy and Procedure package as soon as the motorist aid system has been selected and the system design has been completed. These Policies and Procedures may be revised upon mutual agreement of CHP and SAFE as the need arises.
13. Pursuant to Streets and Highways Code Section 2557(d), review and approve all proposed amendments(s) to the SAFE's Motorist Aid System implementation plan. As part of this review, ensure that TTY devices in call boxes are included as part of the implementation plan.
14. In relation to the TTY settlement agreement *Munoz et al. v. Sacramento Council of Governments et al.*, for a period of seven (7) years from July 27, 2007, CHP will notify plaintiff's counsel with the response to a SAFE's request to approve a modified implementation plan.

E. SERVICE AUTHORITY FOR FREEWAY EMERGENCIES/EXPRESSWAYS (SAFE)

The SAFE will:

1. Schedule an initial meeting immediately after the formation of the SAFE with representatives from the CHP and Caltrans to discuss the program and the "CHP/Caltrans Call Box Motorist Aid Guidelines".
2. Form a Technical Advisory Committee (TAC) to include representation from Caltrans and CHP to provide consultation and review of proposals based on the interests and concerns of the County and State agencies and the Americans with Disabilities Act, if appropriate for public safety. This Committee shall provide ongoing consultation and review throughout the development and implementation of the project. The SAFE will schedule the first TAC meeting as needed, following the formation of the SAFE. Upon approval of the initial implementation plan and the completion of the project implementation, a SAFE may elect to dissolve the TAC.
3. Initiate the imposition of an additional vehicle registration fee on vehicles registered within their respective jurisdiction through DMV.
4. Develop plans and specifications for site locations, call box spacing, and equipment for their call box system within the general guidelines. Call box spacing shall

be based on Section V.C.

5. Develop the standards of service and reliability that it intends to achieve with its call box motorist aid system, and use those standards as the basis of its system plan.
6. Consult with the CHP and Caltrans during the development of project plans to assure that the proposed call box motorist aid system operational and safety performance is compatible with existing and planned CHP operating standards and Caltrans Safety Standards.
7. Reimburse the CHP for all costs incurred as a direct result of establishing a call box motorist aid system pursuant to the terms in Section VII of these guidelines.
8. Reimburse Caltrans for costs incurred for necessary call box motorist aid system safety review, permits and other related services pursuant to the terms in Section VII of these guidelines.
9. Be responsible for the operation of the call box motorist aid system equipment.
10. Be responsible for maintaining the call boxes in good working order. The SAFE or the SAFE's maintenance contractor will be required to possess and understand Caltrans-approved detailed written installation and replacement instructions of the approved motorist aid system. The SAFE maintenance contractor, if applicable, shall provide a performance bond to ensure that work to repair inoperable instruments or systems shall be initiated within two working days. The two-day period shall begin when the contractor is notified of a malfunction.
11. Be responsible for arranging for testing of call box designs incorporating new or changed features that may affect crashworthiness or motorist safety as determined by Caltrans or CHP. The SAFE shall submit the plans (including detailed drawings showing weights, locations and model numbers of all components), installation or replacement instructions and test results to the CHP and Caltrans for review and approval of any desired new or modified products prior to final approval or installation.
12. Be responsible for testing new technical design (See Section IV.B.1.a-b.) or operational features offered by competitive call box vendors, proposed to be implemented by the SAFE, which affect motorist and/or dispatch use or management applications. SAFE shall submit the plans (including detailed drawings showing weights, locations and model numbers of all components), installation or replacement instructions and test results to the CHP and Caltrans for review and approval of any desired new products prior to final approval or installation.
13. Provide detailed installation instructions, plans and specifications to Caltrans at least one month prior to conducting any qualification crash tests. After crash testing has been completed, SAFE shall submit test results, photos, and movie films of the crash tests for review and approval by Caltrans.

14. Maintain a record, by location number, of all units struck by any vehicle. The data collected should contain, as available, photographs and accident reports submitted to SAFE by CHP as outlined in section II.D.9 of these guidelines regarding damage to call box system components, the vehicle and injuries incurred, if any.
15. Maintain information regarding the call boxes struck by vehicles, including photographs and accident reports submitted to SAFE by CHP as outlined in Section II.D.9.
16. Notify Caltrans' District Office of Permits when an installation has been completed so Caltrans may inspect and approve the work per the permit allowing the work.
17. Conduct a public information program to ensure that motorists understand what the call boxes are and how and what the call boxes are to be used for.
18. Pursuant to Section 2421.5 of the VC, CHP and SAFE shall negotiate and sign, in a timely manner, a formal agreement outlining the terms and conditions of call box answering services to be provided, prior to the commencement of the service term/period.
19. Comply with section III.B.1.i of these guidelines to ensure call boxes are equipped with TTY devices or comparable equipment as indicated.

III. COMMUNICATIONS

A. CHP DISPATCH SERVICE

1. Call box traffic will be handled by CHP dispatch centers as third level priority, after 911 and allied agency calls.
2. The CHP standard for level of service of freeway call box call handling is as follows:
 - a. Call Box calls should be handled ideally no longer than 60 seconds after the first ring. (See Annex G). Experience has shown that when emergency communications traffic becomes unusually heavy, call box traffic also increases, and motorists may have to wait extended lengths of time for service. SAFEs must recognize that this should be expected.
 - b. In situations where a "dedicated" call box operator setup is established, the SAFE may contract with CHP for a different level of service than defined in (a) above. Any change in level of service shall be funded by the requesting SAFE and shall be defined in a written agreement with the requesting SAFE.

3. The CHP will annually or monthly as agreed to by the CHP and the SAFE, provide descriptive statistical information to describe call box telephone activity and level of service.

B. THE CALL BOX MOTORIST AID SYSTEM

1. New call box motorist aid systems shall be designed with full duplex voice communications between the motorist and the dispatcher. This has been recommended primarily because it permits the motorist to receive the precise type of assistance required at the earliest possible time. It also enables the motorist to request special types of tow service and arrange for payment prior to service being dispatched. Following are mandatory standards that apply to a full duplex system:
 - a. Normal telephone handset operation.
 - b. Audio level at the handset (motorist) and through the system (dispatcher) sufficient to overcome heavy traffic (ambient) noise.
 - c. A signal or message to inform the motorist of the status of the call, i.e., all circuits busy.
 - d. Simple functionality to complete connection after accessing the call box. There shall be no requirement for complex multiple operations such as push-to-talk transmit.
 - e. Simple written instructions using universally understood symbols where possible.
 - f. Multilingual written instructions where deemed appropriate by the SAFE.
 - g. Sufficient lighting such as backlighting to illuminate operating instructions.
 - h. A time phase disconnect features to eliminate excessive line costs or system congestion.
 - i. All call boxes must contain TTY devices, or comparable alternative equipment if approved by the U.S. Access Board's final ADA Guidelines on Call Boxes. All SAFE call boxes must comply with the ADA by providing equal access to deaf and hard-of-hearing people so that they have equal opportunity to receive the same information and services as hearing people. So far as the CHP is aware, at this time, TTYs are the only devices that provide deaf and hard-of-hearing people with equal access to call boxes. ATM-like "yes-no" devices alone or call connect lights together with tapping protocols are insufficient. The CHP/Caltrans

Call Box and Motorist Aid Guidelines are intended to reflect the U.S. Access Board's final ADA Guidelines regarding deaf and hard-of-hearing people's access to call boxes, and if U.S. Access Board's ADA Guidelines are adopted which expressly require or permit devices other than TTYs, then those devices may be permitted in lieu of TTYs.

In addition, the CHP will not approve of any SAFE motorist aid implementation plans or system changes that include horns or other similar audible alerts on or by call boxes that are activated by a public safety dispatcher in order to alert a motorist to return to the call box for further exchange of information, unless an equivalent visual alert (such as a flashing light) is also provided.

C. CHP COMMUNICATIONS CENTER

1. Additional equipment, including working positions and automated systems to accommodate call box telephone traffic, will be integrated to serve the functions of all dispatch traffic, and will not solely serve the needs of a call box motorist aid system. Call box Motorist aid systems must interface with this equipment.
2. Equipment installed at CHP communications centers to accommodate the call box motorist aid system will meet CHP standards; and be common to all center equipment and/or telecommunications systems.
3. When requested by and also funded by the SAFE or otherwise, CHP will consider adding the following equipment to communications centers that will:
 - a. Automatically log all telephone and radio traffic and compile statistics to assist in center management, computation of costs, and system management.
 - b. Automatically distribute all telephone traffic, by priority, to the first available dispatcher.
 - c. Automatically transmit a tone announcement to the call box callers informing them of the procedures that will be followed in handling their call.
 - d. Provide taped message when a call is queued, instructing caller that dispatch has been reached and to hold for the first available operator.
 - e. Provide automatic number identification of the call box by number and location, and display pertinent ready reference information concerning

service providers, such as hospitals, fire department, etc., within the jurisdiction of that call box.

4. Call box motorist aid telephone calls will not be screened by communications operators in CHP dispatch centers unless the SAFE agrees to pay all personnel and equipment costs for that service.
5. Initially, the CHP will hire the number of personnel needed to handle anticipated call box calls at the agreed upon level of service. These positions will only be authorized by the Legislature after the steps required by Section 28 of the 1988 Budget Act are met. SAFEs are required to submit a letter requesting a specific number of positions to handle call box calls. The SAFE must specify that it will reimburse CHP for all personnel costs associated with those positions. A Section 28 normally takes 60 to 90 days to provide CHP with the authorized positions requested. Refer to Annex I for a sample letter.
6. Once the motorist aid system is fully implemented, the CHP will reevaluate the number of personnel needed to handle actual call box calls at the applicable level of service. Recommendations for additional personnel or personnel reductions will be related to the SAFE in writing.
7. All additional CHP communications personnel hired to accommodate call box motorist aid calls will perform all normal duties of dispatch employees, and will not function exclusively to respond to call box motorist aid calls unless agreed to by the CHP and the SAFEs.

D. SYSTEM MANAGEMENT

1. System diagnostic messages will be transmitted directly to maintenance or system management locations of the SAFE's choosing. With the sole exception of the alarms discussed below, CHP will not assume responsibility for any maintenance messages or information.
2. Alarms that may signify vandalism or a knockdown may register in the appropriate CHP communications center. This type of alarm will alert the dispatch center in order to facilitate a timely response by CHP.
3. No aspect of the call box equipment or system shall interfere with or prevent planned future enhancements of the State/CHP telecommunication systems.
4. Equipment added to or replaced in CHP communications centers by CHP will interface with and not inhibit or interfere with the operation of established call box motorist aid systems. Unanticipated problems will be corrected as rapidly as resources permit.

IV. SAFE^s WITH PRIVATE CALL ANSWER CENTERS (PCAC)

1. Pursuant to Section 2421.5 California Vehicle Code, a SAFE may elect to contract the call box answering responsibilities with a PCAC. The SAFE shall include the CHP in their planning efforts and jointly develop an action plan to transfer the call box call responsibilities to the PCAC.
2. If a SAFE is procuring PCAC services through a competitive bid process, the CHP shall review and provide comments to the SAFE during the Request For Proposal (RFP) development; participate in the bidder's conference; and participate on the evaluation panel for the selection of the PCAC contractor.
3. The transfer of call box answering responsibilities from the CHP to a PCAC shall be jointly coordinated by the SAFE and CHP and conducted in 4 phases as follows:
 - a. Phase 1 – In Phase 1, the CHP and SAFE shall jointly develop a four-phase action plan to begin the transferring of the call box answering responsibilities to the new PCAC contractor. The action plan shall include, at a minimum, providing the CAD call box location description information to the SAFE and assisting with developing the operational procedures and protocols (Call Type Transfer Matrix) for the PCAC answering call boxes. The CHP and the SAFE shall begin Phase 1 immediately after the SAFE has entered into an agreement/contract with the PCAC contractor. The CHP and the SAFE shall determine the actual start date of Phase 2 and estimate the start dates for Phases 3 and 4. In Phase 1, the CHP and the SAFE shall determine/estimate the number of authorized full PYs required for Phases 2 through 4. Upon commencement of Phase 1 and formal written notification to CHP, the SAFE shall continue to fund the PYs for at least 6 months after formal written notification has been received by the CHP. The CHP will make an assertive effort to vacate the SAFE funded PYs as quickly as possible within the 6-month period. The SAFE will be required to reimburse the CHP for only the filled SAFE-funded positions during that time period.
 - b. Phase 2 - Phase 2 shall start with a partial transfer of the call boxes to the PCAC and allow a minimum of approximately 2 weeks as an evaluation period to determine the success of the partial transfer and when the remainder of the call boxes can be transferred to the PCAC. The partial transfer of call boxes should consist of call boxes with a significant call volume in order to evaluate the performance of the new PCAC. The CHP and SAFE shall determine the actual start dates to begin Phases 3 and 4. The CHP shall retain the full amount of authorized PYs agreed upon by the CHP and the SAFE in Phase I above and invoice the SAFE for reimbursement for the entire quarter that the completion date falls in.

c. Phase 3 - Phase 3 shall begin immediately when all (100%) call boxes are transferred and answered by the PCAC. For Phase 3, the CHP and SAFE shall reduce the number of authorized PYs in Phase 2 by 50%. The CHP shall provide staff resources during the two-peak 8-hour shifts to handle the residual workload after the completion of Phase 2. The CHP will assist the PCAC, as necessary, in order for the PCAC to learn their new responsibilities. The residual workload has been significant in some CHP Centers after the call box answering responsibilities have been transferred to the PCAC. If the SAFE requests the CHP to provide staff resources to assist with the residual workload after the call answering responsibilities have been transferred to the PCAC, the SAFE shall reimburse the CHP for the PY costs.

d. Phase 4 - The Phase 4 start date will be the date that all call box answering responsibilities have been transferred to the PCAC and the CHP Communications center staff is no longer required to assist the PCAC with call box related issues, other than calls transferred to the CHP. The CHP and SAFE shall mutually agree on the completion date of Phase 3. When Phase 4 commences and with the next full quarter, the CHP will no longer invoice the SAFE for reimbursement of any Public Safety Dispatcher PYs.

e. Call box programs that had existing PCAC operations prior to the date that this Section IV was added to these Guidelines (July 2003) shall be deemed to be in Phase 4 of PCAC implementation.

4. Remote Agent Messaging System (RAMS):
The SAFE and the local CHP will agree as to whether RAMS terminal(s) will be provided at each communications center at no cost to CHP. Increases to meet CHP operational needs and RAMS message and screen menu designs shall be jointly agreed upon by both the SAFE and the CHP. The RAMS shall consist of the data circuit(s), that deliver a good quality computer processing unit, non-glaring type monitor screen to prevent the glare of ambient lighting, mouse, keyboard, A/C power strip, and if necessary, the installation of an additional electrical circuit(s) and receptacle(s) to accommodate the RAMS terminal(s). The SAFE shall retain ownership and maintain the RAMS equipment and data circuit.

5. The SAFE shall work with the CHP in developing a Call Type Transfer Matrix in order for the private call answering center to determine which call types are routed via the RAMS or "Live Transferred" to CHP Communications Center.

6. SAFE's with Private Call Answering Centers have three options to handle Rotation Tow calls that occur when a motorist requests rotation tow. SAFE may

Option 1. Handle rotational tow requests themselves and not send rotational tow requests to CHP (through FSP providers or AAA for example);

Option 2. Contract with CHP to have Retired Annuitants (RATTs) to make rotational tow requests,

Option 3. Contract with CHP so that a rotation tow is deployed as requested by a call box motorist.

If Option 3 is selected, then the local SAFE and CHP must enter into a funding agreement. If the service provided by CHP is calculated to be less than 10% of a PY, CHP will not seek reimbursement from the SAFE. If the formula shows that a reimbursement is above the 10% threshold then payment for these services shall be paid at the PSD II rate. The SAFEs operating under Option 3 shall provide rotation tow data from its call answering centers to CHP initially on a monthly basis, or as requested by CHP.

The following formula for calculating the CHP workload for requesting Rotational Tow services for motorist aid call box callers shall apply to each individual CHP Communications Center servicing a SAFE. The “# of Rotational Tow Requests” variable in the formula shall be taken from the data provided to CHP by the SAFE at an interval set by CHP.

of Rotational Tow Requests X 1.5 min (Avg length for CHP to place a call to rotational tow vendor)

3600 seconds/hour x 1738 hours/year

= Personnel Years (PY)

When computations using the Reimbursable Positions Formula yield results which included a “partial operator” – for example, “4.2” – the following method of “rounding” will be used:

0.01 to 0.09	=	No reimbursement
0.10 to 1.00	=	1
1.01 to 1.09	=	1 + exact fraction
1.10 to 2.00	=	2
Etc		

V. DESIGN AND CONSTRUCTION

A. CALL BOX SITE REQUIREMENTS

1. Within spacing requirements, call box locations will be selected to have minimal impact on normal highway operation. A call box will not be located where there is less than an eight feet shoulder. Any exceptions shall be reviewed and approved by the local district at Caltrans.
2. Locations for call box installations shall conform to and be placed according to the typical call box site plans for given conditions unless prior authorization for a different site plan has been permitted by the local district office. Refer to Annex J.

B. CALL BOX HARDWARE SYSTEM SUPPORT REQUIREMENTS

- 1.
2. Call boxes located on poles or posts in areas exposed to traffic will be mounted on a breakaway support, the design of which has been approved by Caltrans. Where a proposed breakaway support design has not been previously crash tested and approved, the SAFE is responsible for having the necessary full-scale crash tests performed with automobiles, and obtaining Caltrans approval prior to installation. All crash testing shall be performed in accordance with National Cooperative Highway Research Program (NCHRP) Report 350 "Recommended Procedures for the Safety Performance Evaluation of Highway Features".
 - a. New or modified designs, equipment, installation methods, or changes in component weight or location shall be crash tested using an automobile by an independent contractor in accordance with NCHRP Report 350.
 - b. An exception to full-scale crash testing may be granted by Caltrans if by engineering analyses the following can be demonstrated:
 - (i) the changes made to the call box installation do not cause the weight of the installation to exceed the weight of previously crash tested and approved call box installations (i.e., weight range between 116.1 kg (256 lbs) and 150 kg (331 lbs)) and;
 - (ii) the center of gravity (CG) of the call box installation remains within the range of other previously tested call box installations (i.e., CG range between 1,930 mm (76 inches) and 2,819 mm (111 inches)).

Call box installations may be modified if the resulting modification results in raising the overall installation CG without compromising the safety performance, if the overall installation weight is not increased. Likewise, if a modification is made to the call box that lowers the overall installation CG, then the weight of the installation must also be reduced. Performing modifications that result in a lower installation CG are not recommended. When additional weight is added to an installation, it should result in raising the overall installation CG.
 - c. At least 30 days prior to crash testing, dimensioned plans clearly showing orientation, weight, finish or components, specifications of equipment, and detailed installation instructions shall be submitted to Caltrans for review and approval.
 - d. Caltrans shall be notified two weeks prior to conducting a crash test, and may witness installation and testing.
 - e. The independent contractor conducting the crash tests shall submit a formal written report containing all data, information and results necessary to make an evaluation following the crash tests for Caltrans to review and approve.

3. Call boxes may be mounted on existing Caltrans structures where the call box will not interfere with the safety and structural function of the structure. The installation of call boxes on existing Caltrans structures with yielding or breakaway supports will not be permitted.
4. No unauthorized marking shall be placed on the call box, call box sign post or pole.
5. The standard call box sign shown on Caltrans Sign Specification Sheet SG-25 is the only approved sign and must be used. Signs should be an appropriate size for the community or environment and should be easily readable by the motorist. Special signs are designed to be used in the coastal zone, on scenic highways, in state parks or in communities that request special signage. For routes on the California system of officially designated scenic highways, to keep signing compatible with scenic values, SAFE may specify special signs. The SAFE coordinator will notify the District Scenic Highway Coordinator of proposals involving special signs on scenic highways.
6. The call box shall be painted or finished with the shade of yellow conforming to specifications established by Caltrans. Call boxes installed along low-volume, two-lane scenic byways (definition: Federal Register / Vol. 60, No. 96) may be painted or finished with a shade of green conforming to specifications established by Caltrans. However, since the color yellow is the standard and statewide consistency across counties should be maintained, the installation of green call boxes along low-volume, two-lane scenic byways should be limited. To ensure that the number of green call boxes is kept to a minimum, information about requests should be provided to the CalSAFE Committee so that the number of call boxes can be documented.

In addition, call boxes that are painted in green and located adjacent to a state highway and within 3.66 m (12 ft) off the traveled way may be marked with a Type L-1 Object Marker. If used, the Type L-1 marker with the 200 mm x 600 mm (8 in x 24 in) target plate shall be used on state highways in advance of the green-colored call box. Also refer to Annex K.

C. CALL BOX SPACING

1. Within the guidelines, call box spacing should ensure motorist safety by providing the closest feasible spacing to reduce both pedestrian and vehicle exposure time. Closer spacing also contributes to congestion relief by providing faster notification and clearing of disabled vehicles from the roadway.
2. Variation in terrain, available revenue, urban/rural characteristics, and proximity for roadside services are factors in the decision of spacing between call boxes. For existing systems in place for two or more years, call box usage may also be considered when determining spacing. In order to allow flexibility and still maintain consistency in

these installations, the county SAFEs should adhere to the following suggested spacing guidelines:

ADT	SUGGESTED SPACING
Lower than 40,000	3.2 km or more (2.00 mi or more)
40,000 to 75,000	1.6 km to 3.2 km (1.00 mi to 2.00 mi)
75,000 to 100,000	0.8 km to 1.6 km (0.50 mi to 1.00 mi)
Higher than 100,000	0.8 km or less (0.50 mi or less)

3. A reasonable spacing on rural highways with low ADTs may be based on geometric and economic needs. Other factors may include the cellular coverage area and isolation. Spacing does not constitute a system of call boxes but rather a service. These call boxes should only be placed in an area where adequate safe clearance from the roadway is available.

4. On Caltrans toll bridges, call boxes should be spaced between 600 to 1,200 feet, depending on whether or not adequate shoulders are provided. Special situations and deviations from this should be discussed with the district traffic liaison.

D. CALL BOX REMOVAL, RELOCATION, AND REPAIRS

1. Caltrans will notify the SAFE at least 30 days in advance of the performance of any work that will require the temporary or permanent removal, removal from service (bagging), or relocation of any call boxes.
2. Caltrans will notify the SAFE at least 30 days in advance of the completion of any work that requires the temporary removal, removal from service (bagging), or relocations of call boxes.
3. All temporary or permanent removal or relocation of call boxes will be performed by the SAFE or its designated contractors.
4. Caltrans will instruct its engineers and contractors to work with SAFEs to include adequate turnouts for call box placement, where possible, when restriping, freeway widening or other work will result in the permanent elimination of adequate shoulder width in areas with existing call boxes.
5. Should a call box be taken out of service for repair or temporarily removed due to roadway construction, its pair shall be bagged or temporarily removed. Any exceptions shall be reviewed and approved by the local district at Caltrans.

6. There may be factors, including, but not limited to, significant decreases in annual call volume, administrative issues, and operational issues, that warrant the need to remove call boxes on a systemwide basis. The SAFE will develop a systemwide call box removal plan that shall include a list of recommended call box sites to be removed, the resulting spacing between remaining adjacent sites, and justification for removal. If call boxes are being removed as a result of low call box usage, call box usage data for each call box shall also be provided. However, it should be noted that a call box may be removed due to systemwide decreases in call volume. The SAFE shall submit the call box removal plan to the CHP and Caltrans for a 60-day review and approval. With the exception of removals for construction, a removal that is planned or in existence for more than six months is considered a permanent removal and requires an approved removal plan.

A SAFE does not need to submit a removal plan to the CHP and Caltrans for the removal of individual call boxes. However, removals greater than 10% of the number of installed call boxes on any one corridor does require a removal plan.

7. Where a call box has been removed, the site shall be restored to its original pre-installation conditions. All call box materials (e.g., pedestrian pads, asphalt paths, retaining walls, handrails, etc.) shall be removed from the site. The surface area where the call box was installed shall be graded flush with the surrounding soil.

8. Along freeways, expressways, and divided conventional highways, call boxes shall be removed from both sides of the roadway to maintain call box pairing.

E. CALL BOX RETAINING WALLS

1. Effective July 1, 1999, at existing call box sites where retaining walls over 300 mm high were constructed, SAFEs should mitigate the transverse walls and/or exposed support posts. Each SAFE should survey its sites with retaining walls and develop a mitigation plan to reduce the number and/or height of retaining walls. Minor grading of existing roadside slopes around the call box may provide suitable site conditions and eliminate the need for transverse retaining walls.
2. Each SAFE has flexibility regarding their mitigation schedule for existing installations. The time frame to complete this schedule will vary among SAFEs due to their unique financial condition, but each SAFE should develop a systematic program to identify, fund and reconstruct or relocate existing call box sites having these conditions.
3. Improvement priorities should be based upon accident history at or nearby the site, the height of the wall(s), its proximity to the edge of the traveled way, funding availability, scheduled construction improvements, and other factors deemed important by the SAFE and Caltrans District staff.

4. All new Type B (built on “cut slopes”) call box sites that require retaining walls should be designed without transverse walls and/or exposed support posts greater than nominally 300mm above finished grade. While it is more desirable to use a retaining wall without transverse walls, successful crash testing has been performed in accordance with NCHRP Report 350. See Annex L for Caltrans’ Call Box Retaining Wall Policy.
5. New Type C (built on “fill slopes”) call box sites that require retaining walls greater than 100mm are not permitted. Retaining walls less than 100mm are permitted.

F. EXCEPTIONS TO THESE GUIDELINES FOR DESIGN & CONSTRUCTION

1. Exceptions to these guidelines should be addressed prior to the permit application and review process. Exceptions may be given on a case-by-case basis for new and existing sites and shall be granted by the Caltrans Traffic Operations Headquarters Reviewer through the District in SAFE call box program coordinator.

VI. CALL BOX MOTORIST AID SYSTEM REVIEW

1. The SAFE will submit the following documentation to the CHP and Caltrans for State review:
 - a. A copy of the resolution that establishes the SAFE.
 - b. Proposed operational specifications of the system.
 - c. Proposed technical specifications and system architecture.
 - d. Proposed system description, i.e. number of call boxes required for complete implementation, locations, call box site development plans, spacing, etc. (See Annex M)
 - e. A five-year implementation plan that includes the initial installation of call boxes encompassing anticipated expansion from implementation to five years in the future. This shall include the location, and number of call boxes to be installed each fiscal year.
2. The SAFE should allow up to 60 days for state review of and response to the initial system design request for proposal (RFP), and 60 days for any subsequent RFP review. If the State will require greater than 60 days, the state will notify the SAFE, in writing, of the amount of time that will be required for review, as well as explain the reason for delay.
3. Caltrans and CHP will attempt to respond in a timely fashion to all requests to review proposals. Early notice of planned systems will help to ensure timely introduction of

resource needs and authorizations into the State budget process thus minimizing delay in the installation and/or operation of a new system.

4. The assumption of SAFE call box call responsibilities may require additional building space at some CHP communications centers. Further, there may be circumstances where such space limitations could temporarily prevent the CHP from supporting a county motorist aid call box system. In such a case it may be necessary to make major alterations or to construct a completely new dispatch facility. Generally, such major capital projects require three years to complete from initial budgeting through the completing of construction.
5. Caltrans will issue an encroachment permit for design, construction and installation work within the freeway right-of-way when the CHP and Caltrans have completed the review and have approved final plans, detailed proposed installation and replacement instructions, and specifications for the motorist aid call box system. Additionally, Caltrans must be assured that the work will be contracted with proper safety precautions and that the proper liability insurance has been obtained prior to design, construction and installation work.
6. An encroachment permit will also be required for the SAFE or SAFE's contractor for maintenance, ongoing design or service work within State right-of-way. Caltrans will issue this permit upon assurance that all equipment and installation procedures to be used in conjunction with ongoing design and service or maintenance work is equipped with proper safety devices, personnel involved are fully instructed on safety precautions to be observed, and the proper liability insurance has been obtained.

VII. BILLING AND REIMBURSEMENTS

A. Based upon the provisions in the agreement executed between Caltrans and the SAFE, Caltrans shall be reimbursed by the SAFE for costs incurred in providing services and assistance in the planning, safety review, review of preliminary system plans and installation instructions, implementation of call box and other motorist aid systems funded by a SAFE. SAFEs may, at their sole discretion and cost, conduct annual financial, compliance, and/or performance audits of all Caltrans work and charges related to agreements between the SAFEs and Caltrans. Caltrans will charge a SAFE for review, approval, and permit services only after such services have been provided.

B. Based upon the provisions in the agreement executed between the CHP and the SAFE, CHP shall be reimbursed by the SAFE for all costs incurred for services and assistance provided in the planning, implementation, and/or dispatch operation of call box motorist aid systems. For non-privatized SAFEs, this will include costs for CHP staffing (SAFE Coordinator position, Communications Operators, and Communications Supervisors), equipment and facilities, as well as those personnel costs incurred by the Department of General Services, Telecommunications Division, during the engineering review. However, for fully-privatized SAFEs, CHP staffing costs for Communications Supervisors and Operators will not be reimbursed if the residual workload cannot be substantiated by the CHP.

- C. CHP will bill SAFEs quarterly for the costs outlined in Section B, above.
- D. Sections 2557 (a) of the Streets and Highway Code was amended by SB 795 and enacted September 11, 2003 to clarify that reimbursement by SAFEs to Caltrans and CHP shall be for the review of plans and amendments for the implementation of a motorist aid system of call boxes.

VIII. CONTRACT AGREEMENTS

- A. SAFE's will enter into individual agreement with both Caltrans and the CHP. Said agreements will contain complete statements of responsibilities and negotiated positions of the agreeing parties.
- B. Some of the terms and conditions to be established in the CHP/SAFE agreement are as follows:
 - 1. Effective time period of the agreement.
 - 2. Review and renewal procedures.
 - 3. Default consequences.
 - 4. Outline of, and basis for, reimbursement charges.
 - 5. Invoicing and payment procedures.
 - 6. CHP standard levels of service.
- C. A cooperative agreement developed jointly by Caltrans and each SAFE is the implementing document for Caltrans. Terms and conditions for development of a call box motorist aid system are established in the Caltrans-SAFE cooperative agreement.

IX. OTHER MOTORIST AID SYSTEM APPLICATIONS

A. OTHER APPLICATIONS

The following describes other applications and locations of a call box system and other safety related motorist aid systems.

1. CONVENTIONAL HIGHWAY APPLICATIONS

A Call box motorist aid system shall be established on portions of the California Freeway and Expressway System, a county expressway system, state highway routes that connect segments of these systems and unincorporated county roads.

These routes will be located within the county in which the authority is established and over which the Department of California Highway Patrol or an agency designated by the CHP has law enforcement responsibility.

Through current and future reviews of the existing freeway and expressway system, SAFEs shall work with the CHP and Caltrans in the development of motorist aid systems of call boxes on existing and newly constructed portions of the above-mentioned roadways.

2. TOLL ROAD GUIDELINES

Motorist safety is the primary concern of the CHP and Caltrans, whether on freeways, expressways, state highways, toll bridges or on toll roads. Motorist aid call boxes play an integral role in helping stranded motorists by providing a vital communication link with CHP dispatch centers. SAFEs can expand their call box system on toll roads in cooperation with the toll road authority.

Neither public and private toll road authorities nor SAFEs are required to install roadside call boxes nor pay for the costs of call box design, approval, installation, maintenance and repair, since that is not currently required of Caltrans or of the county departments of transportation or public works when a public road is constructed. The SAFE will negotiate with the toll road authority to determine the responsibility for all aspects of acquisition, installation, operation and maintenance of a motorist aid call box system. A cooperative agreement between the SAFE and the toll road authority may be necessary to outline their respective responsibilities.

3. SAFETY RELATED MOTORIST AID SYSTEMS

Streets and Highways Code §2557(d) allows for the use of excess funds received under the original legislation to be used for other motorist aid projects. The money used must exceed the amount needed for full implementation and ongoing administrative costs to maintain and operate the motorist aid system of call boxes. This money may be used for safety related projects on portions of the California Freeway and Expressway System, a county expressway system, state highway routes that connect segments of these systems and unincorporated county roads. Freeways and expressways shall be defined as those listed in the most recent Streets and Highways Code §250-257 (See Annex B).

This money may be used for additional motorist aid services or support including, but not limited to, safety related projects such as:

- Changeable message signs (CMS)
- Lighting for call boxes
- Support for traffic operations centers

- Contracting for the removal of disabled vehicles from the traveled portion of the right-of-way (Freeway Service Patrol)

4. NEW TECHNOLOGIES AND ITS APPLICATIONS

New call box technology plays an integral role in Intelligent Transportation Systems (ITS). The current generation of call boxes, typified by the California Service Authority For Freeway Emergencies/Expressways (SAFE) program, are expandable, programmable units. These “smart” boxes, with minor infrastructure changes, can become potential data links to other traffic-related monitoring, communication and control functions that can potentially interface with Transportation Management Centers.

SAFEs are encouraged to consider expanding the scope of their call box infrastructure by integrating the following future technologies and applications:

- Traffic Census
- Real time or near-real time traffic counts and speeds for use in incident notification.
- Closed Circuit Television (CCTV) surveillance systems using miniature camera technology.
- Automatic Vehicle Location (AVL) and Automated Vehicle Identification (AVI).
- Traveler Information Systems using infrared, microwave or standard low-powered radio frequency links.
- Hazardous weather condition detection and reporting, e.g. fog and dust storm alerts.
- Weigh-in-Motion Facilities.
- Hazardous materials (HAZMAT) tracking.
- Public transit, freight and fleet management applications.
- Cellular satellite, personal communications service (PCS) and other advanced communications backbone systems.
- Pollution monitoring.

B. RESPONSIBILITIES

The following responsibilities applies to the call box and other motorist aid systems discussed in Section IX, A.

1. DEPARTMENT OF MOTOR VEHICLES (DMV) WILL:
 - a. Have no additional responsibilities.
2. THE CALIFORNIA HIGHWAY PATROL (CHP) WILL:
 - a. Review for approval, any proposed call box system or special project on any public or private toll road submitted by a SAFE that directly affects CHP operations.
 - b. Review for approval, any implementation plan submitted by a SAFE regarding installation of call boxes on public or private toll roads.
 - c. Coordinate specifications and development guidelines for any ITS-related call box applications that impact CHP communications center or other field operations.
 - d. Assist SAFEs in planning and development of operational concepts and subsequent operational tests of ITS-related call box applications.
3. THE CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) WILL:
 - a. Review for approval, any proposed call box system or special project on any public or private toll road submitted by a SAFE.
 - b. Work with regional or local SAFEs in determining location of motorist aid system of call boxes on newly constructed highways.
 - c. Review for approval, any implementation plan submitted by a SAFE regarding installation of call boxes on public or private toll roads.
 - d. Review Cooperative Agreements between SAFEs and toll authorities to assure that they are consistent with contracts between Caltrans and the toll authorities.
 - e. Provide specifications for any motorist aid system.
 - f. Coordinate specifications and development guidelines for peripheral equipment that can potentially integrate with call box installations for ITS-related call box applications.

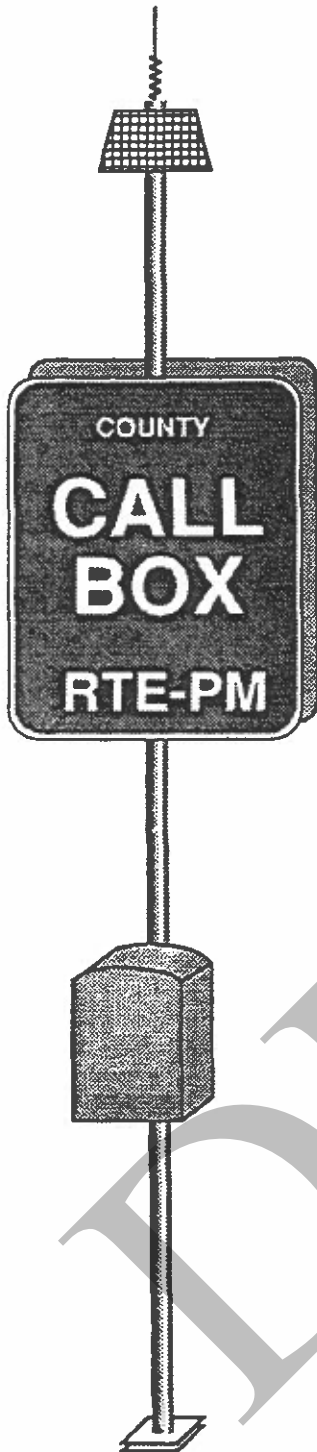
- g. Insure that call box communications with the Traffic Management Center are designed according to approved standards for existing and planned TMC equipment.
- h. Assist SAFEs in planning and development of operational concepts and subsequent operational tests of ITS-related call box applications.

4. COUNTY SAFE WILL:

- a. Submit any proposed call box system or special project on any public or private toll road along with project operation and maintenance cost estimates to CHP and Caltrans for review and approval.
- b. Not implement any proposed special project until reviewed and approved by CHP and Caltrans.
- c. Enter into cooperative agreements with private or public toll road authorities for funding, placement, operation and maintenance of call boxes and other motorist aid systems on the roadway and submit to CHP and Caltrans for review and approval.
- d. If planning any ITS applications, define and plan for the integration of ITS-related technologies into the call box infrastructure and will coordinate with Caltrans and CHP operational concepts and design operational tests to determine cost and technical feasibility of proposed concepts. Will reimburse each department for any costs incurred during the review and approval process.
- e. Reimburse CHP and Caltrans for any costs incurred during the review and approval process or negotiate payment to CHP and Caltrans for ITS applications.

5. PUBLIC OR PRIVATE TOLL ROAD AUTHORITIES WILL:

- a. Coordinate with local SAFE regarding call box location and Implementation Plan.
- b. Enter into cooperative agreements with SAFEs for funding, placement, operation and maintenance of call boxes and other motorist aid systems on the roadway.



CHP/CALTRANS CALL BOX AND MOTORIST AID GUIDELINES

ANNEXES

ANNEX A:	STREETS AND HIGHWAY CODE
ANNEX B:	STREETS AND HIGHWAY CODE
ANNEX C:	SIGN SPECIFICATIONS
ANNEX D:	STATEWIDE CALL BOX NUMBERING SYSTEM
ANNEX E:	TEMPORARY CALL BOX REMOVAL REQUEST FORM
ANNEX F:	CALTRANS CLAIM FORM FOR CALL BOX DAMAGE
ANNEX G:	CHP REIMBURSABLE POSITION FORMULA
ANNEX H:	CHP REPORTS FEE SCHEDULE FOR PRIVATIZED SAFES
ANNEX I:	SAMPLE CHP LETTER FOR SAFES REQUESTING POSITIONS
ANNEX J:	CALL BOX PLACEMENT CRITERIA
ANNEX K:	CALL BOX RETAINING WALL POLICY
ANNEX L:	IMPLEMENTATION PLAN
ANNEX M:	ADOPT-A-HIGHWAY CALL BOX GUIDELINES

ANNEX A

Streets and Highway Code

§ 131.1. Motorist call boxes; contract for installation, operation, and maintenance; reimbursement for costs.

Upon the request of any service authority for freeway emergencies that has imposed additional fees on vehicles pursuant to Section 9250.10 of the Vehicle Code, the department may contract with the authority for the installation, operation, and maintenance of motorist call boxes on portions of the California Freeway and Expressway System within the county. The service authority shall reimburse the department for all costs incurred under this section.

(Added by Stats.1985, c. 1350, § 1. Amended by Stats.1988, c. 1132, § 1, eff. Sept. 22,1988.)

Chapter 14**SERVICE AUTHORITY FOR FREEWAY EMERGENCIES****Section**

- 2550. Legislative intent.
- 2550.1. Renumbered.
- 2551. Establishment of authority in counties; designation; “authority” and “service authority” defined.
- 2551.5. Compensation of members; expenses.
- 2551.6. Authority to operate the freeway service patrol.
- 2552. Metropolitan transportation commission as authority for two or more counties; funding.
- 2553. Membership.
- 2554. Duty of authority.
- 2555. Fees on registered vehicles of county.
- 2556. Merger of existing authority into authority established by metropolitan transportation commission.
- 2557. Use of moneys received on emergency motorist aid system; review and approval of plans for implementation of system proposed; construction and maintenance or lease or lease-purchase of facilities.
- 2558. Revenue bonds; issuance; pledge of revenues; use of proceeds on call boxes; priority of liens.
- 2559. Removal, damage, or interference with call box; violation; repair costs.

Chapter 14 was added by Stats. 1985, C. 1350, § 2.

§ 2550. Legislative Intent

The Legislature declares that its intent in enacting this chapter is to encourage the placement of call boxes along the California Freeway and Expressway System to enable motorists in need of aid to obtain assistance. However, it is not intended that a motorist aid system of call boxes be considered an emergency telephone system.

(Added by Stats.1988, c. 1132, § 3, eff. Sept. 22, 1988.)

Historical and Statutory Notes

Former § 2550 was renumbered § 2551 and amended by Stat.s.1988, c. 1132, § 2.

Cross References

Highway patrol to answer calls and provide dispatching services for authority, see Vehicle Code § 2421.5.

§ 2550.1. Renumbered § 2552 and amended by Stats. 1988, c. 1132, § 4**§ 2551. Establishment of authority in counties; designation; “authority” and “service authority” defined**

(a) A service authority for freeway emergencies may be established in any county if the board of supervisors of the county and the city councils of a majority of the cities within the county having a majority of the population of cities within the county adopt resolutions providing for the establishment of the authority.

(b) The resolutions may designate the county transportation commission for the county, created pursuant to Division 1 2 (commencing with Section 1 30000) of the Public Utilities Code or council of governments formed pursuant to Chapter 5 (commencing with Section 6500) of Division 7 of Title 1 of the Government Code, as the service authority for freeway emergencies. The powers of a commission or council of governments so designated are limited to those of the service authority.

(c) The Metropolitan Transportation Commission may function as the service authority for freeway emergencies in any or all of the Counties of Santa Clara, San Mateo, Alameda, Contra Costa, Mann, Solano, Sonoma, Napa, and the City and County of San Francisco upon adoption of a resolution by the commission to act as a service authority and upon ratification of the commission’s resolution in a particular county by the board of supervisors of the city and county or by the board of supervisors of the county and by the city councils of the cities within the county having a majority of the population of the cities within the county.

(d) The Sacramento Area Council of Governments may function as the service authority for freeway emergencies in any or all of the Counties of Sacramento, Yolo, Yuba, Sutter, and San Joaquin, or any other county that is not already a member of the council, upon

adoption of a resolution by the council to act as a service authority and upon ratification of the resolution in a particular county by the board of supervisors of the county and by the city councils of the cities within the county having a majority of the population of the cities within the county.

(e) As used in this chapter, “authority” and “service authority” mean a service authority for freeway emergencies created pursuant to this chapter.

(Amended by Stats.1991, c. 549 (S.B.1254), § 1, eff. Oct. 7,1991; Stats.1991, c. 711 (A.B.1390), § 1.5;Stats.1998, c.877 (A.B.2132), § 29.)

(Formerly § 2550, added by Stats.1985, c. 1350, § 2. Amended by Stats.1986, c. 997, § 1; Stats.1987,.c. 250, § 1. Renumbered § 2551 and amended by Stats.1988, c. 1132, § 2, eff. Sept. 22, 1988.)

Historical and Statutory Notes

1991 Legislation

Under the provisions of § 4 of Stats. 1991, c. 711, the 1991 amendments of this section by c. 549 and c. 711 were given effect and incorporated in the form set forth in § 1 of c. 549, operative until Jan. 1, 1992, then in the form set forth in § 1.5 of c. 711. an amendment of this section by § 1 of Stats. 1991, c. 711, failed to become operative under the provisions of § 4 of that Act.

Amendment of this section by § 1.5 of Stats.1991, c. 549, failed to become operative under the provisions of § 5 of that Act.

Former § 2551 was renumbered § 2553 and amended by Stats.1988, c. 1132, § 5.

Cross References

Highway patrol to answer calls and provide dispatching services for authority, see Vehicle Code § 2421.5.

§ 2551.5. Compensation of members; expenses

The board of supervisors, and the city councils of the cities in the county, may authorize the members of the service authority to receive for each attendance at meetings of the service authority, and for each day any member is engaged in authorized service authority business other than attendance at meetings of the service authority, the maximum sum of one hundred dollars (\$100), but not to exceed five hundred dollars (\$500) in any calendar month, and to be allowed their actual and necessary expenses incurred in the discharge of their duties.

(Added by Stats. 1988, c. 11 32, § 3.5, eff. Sept. 22, 1988.)

§ 2551.6 Authority to operate the Freeway Service Patrol

A service authority may agree to operate the freeway service patrol in the county or region in which the service authority was created. If another agency is operating a

freeway service patrol in the county or region, the service authority shall obtain approval from that agency before operating the freeway service patrol.

(Added by Stats. 2003, c. 374, § 1, eff. Sept. 12, 2003.)

§ 2552. Metropolitan transportation commission or Sacramento area council of governments as authority for two or more counties; funding

When the Metropolitan Transportation Commission or the Sacramento Area Council of Governments functions as the service authority for two or more counties, the revenues which it receives pursuant to Section 9250.10 of the Vehicle Code, after retention of amounts necessary to reimburse the commission or the council for its reasonable and necessary administrative costs, shall be expended for implementation, maintenance, and operation of a motorist aid system within those counties. The amount expended for each of those counties shall be in the same proportion as the revenues generated within the county bears to the total revenues received by the commission or the council. Expenditures may be made in a county in addition to revenues proportionately generated if the expenditures are approved by all of the donor county representatives on the service authority.

(Amended by Stats. 1991, c. 549 (S.B. 1254), § 2, eff. Oct. 7, 1991.)

(Formerly § 2550.1, added by Stats. 1987, c. 250, § 1.5. Renumbered and amended by Stats. 1988, c. 11 32, § 4, eff. sept. 22, 1988.)

Historical and Statutory Notes

Former § 2552 was renumbered § 2554 and amended by Stats. 1988, c. 11 32, § 6.

§ 2553. Membership

An authority, other than the Metropolitan Transportation Commission or a county transportation commission or a council of governments designated pursuant to Section 2551, shall have seven members, with two members selected by the board of supervisors and five members selected jointly by the city councils of cities within the county.

If the Metropolitan Transportation Commission functions as a service authority, it shall consist of all the members of the commission as set forth in Section 66503 of the Government Code.

If the Sacramento Area Council of Governments functions as a service authority, it shall consist of (a) all of the members of the board of directors of the council, as set forth in the Joint Powers Agreement of the Sacramento Area Council of Governments, dated October 21, 1980, pursuant to Chapter 5 (commencing with Section 6500) of Division 7 of Title I of the Government Code, (b) one member representing San Joaquin County, (c) one member representing the cities of San Joaquin County, (d) one member representing any other county that is not already a member of the council, and (e) one member

representing the cities within that county.

(Amended by Stats.1991, c. 549 (S.B.1254), § 3, eff. Oct. 7,1991; Stats.1991, c. 711 (A.B.1 390),§ 2.5;Stats.1998, c.877 (A.B.2132), §30.)

(Formerly § 2551, added by Stats.1985, c. 1350, § 2. Amended by Stats.1986, c. 997, § 2; Stats.1987, c. 250, § 2. Renumbered § 2553 and amended by Stats.1988, c. 1132 § 5, eff. Sept. 22, 1988.)

Historical and Statutory Notes

1991 Legislation

Under the provisions of § 5 of Stats. 1 991, c 711, the 1991 amendments of this section by c. 549 and c. 711 were given effect and incorporated in the form set forth in § 3 of c. 549, operative until Jan. 1, 1 992, then in the form set forth in § 2.5 of c. 711. An amendment of this section by § 2 of Stats.1991, c. 711, failed to become operative under the provisions of § 5 of that Act

Amendment of this section by § 3.5 of Stats. 1991, c. 549, failed to become operative *under* the provisions of § 6 of that Act.

Former § 2553 was renumbered § 2555 and amended by Stats.1988, c. 1132, § 7.

§ 2554. Duty of authority

An authority may contract and may undertake any act convenient or necessary to carry out this chapter and any other law relating to the authority.

(Formerly § 2552, added by Stats. 1985, c. 1 350, § 2. Renumbered § 2554 and amended by Stats. 1988,c. 1132, § 6, eff. Sept. 22, 1988.)

Historical and Statutory Notes

Former § 2554 was renumbered § 2557 and amended by Stats.1988. c. 1132, § 8.

Notes of Decisions

1. Competitive bidding

Local service authority for freeway emergencies was not required to engage in competitive bidding in soliciting bids for emergency call box system by fact that county and cities which established local authority would be required to engage in competitive bidding if they individually let the contract; as separate entity, local authority was not subject to Pub.Con.Code §§ 20128 and 20162 requiring competitive bidding of county or participating cities. San Diego Service Authority for Freeway Emergencies v. Superior Court (Cubic Communications, Inc.) (App. 4 Dist.1988) 244 Cal.Rptr. 440, 198 C.A.3d 1466.

§ 2555. Fees on registered vehicles of county

An authority may impose a fee, of one dollar (\$1) per year, on vehicles registered in the county pursuant to Section 9250.10 of the Vehicle Code.

(Amended by Stats.1995, c. 766 (S.B.726), § 3.)

(Formerly § 2553, added by Stats. 1 985, e. 1 350, § 2. Renumbered § 2555 and amended by Stats. 1988,c. 1132, § 7, eff. Sept. 22, 1988.)

Historical and Statutory Notes

Former § 2555 was renumbered § 2558 and amended by Stats. 1988, c. 1132, § 9.

§ 2556. Merger of existing authority into authority established by metropolitan transportation commission or Sacramento area council of governments

An existing service authority established by any of the counties or the city and county enumerated in subdivision (c) of Section 2551 may be merged into a service authority established by the Metropolitan Transportation Commission or by the Sacramento Area Council of Governments.

(Amended by Stats.1991, c. 549 (S.B.1254), 5 4, eff. Oct. 7, 1991.)

(Added by Stats.1987, c. 250, § 6. Amended by Stats.1988, c. 1132, § 10, eff. Sept. 22, 1988.)

§ 2557. Use of moneys received on emergency motorist aid system; review and approval of plans for implementation of system proposed; construction and maintenance or lease or lease-purchase of facilities; use of excess funds for additional services

(a) Except as provided in subdivisions (c) and (d), the moneys received by each authority pursuant to subdivision (b) of Section 9250.10 of the Vehicle Code shall be used for the implementation, maintenance, and operation of a motorist aid system of call boxes, including the lease or lease-purchase of facilities and equipment for the system, on the portions of the California Freeway and Expressway System and a county expressway system, and, the unincorporated county roads in that county, and on state highway routes that connect segments of these systems, which are located within the county in which the authority is established. The Department of Transportation and the Department of the California Highway Patrol shall each review and approve plans for implementation of a motorist aid system of call boxes proposed for any state highway route and shall be reimbursed by the service authority for all costs incurred due to the review and approval of the plan.

(b) An authority or any other public entity may construct and maintain, and lease or lease-purchase on terms and conditions it deems appropriate, the facilities of a motorist aid system or it may contract with a private person or entity to do so.

(c) If leases or lease-purchase agreements are entered into pursuant to subdivision (a), or if revenue bonds are issued and sold pursuant to Section 2558, the moneys received by each authority pursuant to subdivision (b) of Section 9250.10 of the Vehicle Code shall be used to the extent necessary to make lease payments or to pay the principal of, and interest on, the amount of bonded indebtedness outstanding, as the case may be. Facilities and equipment acquired through the expenditure of proceeds from the sale of those bonds shall have a useful life at least equal to the term of the bonds.

(d) (1) Any money received by an authority pursuant to subdivision (b) of Section 9250.10 of the Vehicle Code which exceeds the amount needed for implementation and ongoing costs to maintain and operate the motorist aid system of call boxes, installed pursuant to subdivision (a), may be used for purposes of paragraph (2) and for additional motorist aid services or support, including, but not limited to, the following safety-related projects:

- (A) Changeable message signs.
- (B) Lighting for call boxes.
- (C) Support for traffic operations centers.
- (D) Contracting for removal of disabled vehicles from the traveled portion of the right-of-way, including operation of the freeway service patrol pursuant to Chapter 15 (commencing with Section 2560).

(2) Any amendment to an existing plan for a motorist aid system of call boxes adopted by an authority for any state highway route shall, prior to implementation, be submitted to the Department of Transportation and the Department of the California Highway Patrol for review and approval and shall not be implemented until so reviewed and approved. The authority shall reimburse each department for the costs of that review.

(e) An authority may develop policies for the retention of records, including, but not limited to, authority operations, contracts, and programs, and the length of the retention period.

(f) A motorist aid system constructed, maintained, or operated pursuant to this section shall meet the applicable standards of Title II of the Americans with Disabilities Act of 1990 (Public Law 101-336) and federal regulations adopted pursuant thereto.

(Amended by Stats. 1990, c. 282 (A.B.2937), § 1; Stats 1991, c. 751 (S.B.565), § 1, eff. Oct 9, 1991; Stats 1992, c.913 (A.B. 1077), §41, eff. Jan 1, 1993; Stats 2002, c. 441 (S.B. 1740), §1, eff. Sept. 9, 2002; Stats 2003, c. 374 (S.B. 795), §2, eff. Sept. 12, 2003) (Formerly § 2554, added by Stats.1985, C. 1350, § 2. Amended by Stats.1986, c. 124, § 1; Stats.1986, c. 730, § 1; Stats. 1986, c. 997, § 3.5; Stats. 1987, C. 250, § 3. Renumbered § 2557 and amended by Stats. 1988, c. 1132, § 8, eff. Sept.22, 1988.)

Historical and Statutory Notes

Amendment of this section by § 3 of Stats. 1986, c. 997, failed to become operative under the provisions of § 5 of that Act. Effect of amendment of section by two or more acts at the same session of the legislature, see Government Code § 9605.

Library References

Highways 9 1/4. WESTLAW Topic No. 200. C.J.S. Highways §§ 176, 178.

§2558. Revenue bonds; issuance; pledge of revenues; use of proceeds on call boxes; priority of liens

(a) Subject to subdivision (b), a service authority may issue revenue bonds pursuant to Chapter 6 (commencing with Section 54300) of Division 2 of Title 5 of the Government Code, or Chapter 5 (commencing with Section 4950) of Part 3 of Division 5 of the Health and Safety Code, as nearly as practicable, for the implementation and maintenance of a motorist aid system of call boxes and shall pledge revenues to be received from fees referred to in Section 2555 as security for the payment of principal or of interest or other amounts due on those revenue bonds. In addition, a service authority which has entered into one or more leases or lease-purchase agreements for facilities of a motorist aid system may also pledge, as security for the payment of amounts due under the lease or agreements, revenues to be received from those fees. The pledge of revenues provided for in this subdivision shall be a first and prior lien and, without any action other than the adoption by the members of a resolution providing for the pledge, the lien of the pledge shall attach and become perfected as to each fee imposed pursuant to Section 9250.10 of the Vehicle Code as and when the fee becomes due and payable. However, if a service authority has, at the same time, existing obligations under one or more issues of revenue bonds, one or more leases or lease-purchase agreements, or both, the respective priorities of the liens of pledges of revenue shall be determined on the basis of the respective dates on which resolutions providing for those pledges were adopted, with the highest priority being accorded the pledge of revenues provided for in the earliest of those resolutions. Bond proceeds shall not be used for operation of a motorist aid system of call boxes.

(b) A service authority may issue revenue bonds for each county within its jurisdiction.

(Formerly § 2555, added by Stats. 1985, c. 1350, § 2. Amended by Stats. 1986, c. 997, § 4; Stats. 1987, c. 250, § 4. Renumbered § 2558 and amended by Stats. 1988, c. 11 32, § 9, eff. Sept. 22, 1988; Amended by Stats. 2003, c. 374 (S.B. 795), §3, eff. Sept. 12, 2003.)

Notes of Decisions

1. Competitive bidding

Fact that local service authority for freeway emergencies could finance implementation and maintenance of emergency call box system by issuing revenue bonds pursuant to Gov. Code § 54300 et seq. and Health & Safety Code § 4950 et seq. containing competitive bidding provisions did not require local authority to let contract through competitive bidding where financing was accomplished solely through imposition of vehicle registration fee. *San Diego Service Authority for Freeway Emergencies v. Superior Court (Cubic Communications, Inc.)* (App. 4 Dist. 1988) 244 Cal.Rptr. 440, 198 C.A.3d 1466.

§2559. Removal, damage, or Interference with call box; violation; repair costs

It is a misdemeanor for any person to remove, damage, interfere with the use of, or obstruct any motorist aid call box provided pursuant to this chapter without the consent of the authority.

A person convicted under this section may be required by the court to pay to the service authority the costs of repairing or replacing the call box, in addition to any other penalty.

(Added by Stats.1988,c. 1132, § 11,eff. Sept.22, 1988.

Vehicle Code

§ 2421.5. Service authority for freeway emergencies; central dispatching services; reimbursement for costs.

(a) When any Service Authority for Freeway Emergencies has imposed additional fees on vehicles pursuant to Section 2555 of the Streets and Highways Code, the authority may contract with the department or a private or public entity to handle calls originating from the authority's motorist aid call box system.

(b) (1) If the contract is with the department, its terms shall comply with the requirements specified in paragraph (2) for the system on the portions of the California Freeway and Expressway System and on county roads in rural, unincorporated areas of the county and on state highway routes that connect segments of these systems, if they are located within the county in which the authority is established and the Department of the California Highway Patrol has law enforcement responsibility over them.

(2) The contract shall contain guidelines, as jointly agreed to between the authority and the department, following consultation with the authority, for services to be provided, including, but not limited to, reporting requirements, immediate transfer of emergency calls and traffic management information to the department, computer interface capability with the department, performance standards, and coordination with the eligible tow service providers.

(c) If the contract is with a private or public entity, the authority shall ensure that the specifications in the "CHP/Cal Trans Call Box and Motorist Aid Guidelines" are met and coordinate with the department to determine which calls will be transferred to it for response. The authority shall reimburse the department for all costs incurred under this subdivision in accordance with the "CHP/Cal Trans Call Box and Motorist Aid Guidelines." If an authority has a contract with a private or public entity having a commencement date of July 1, 2003, or prior, the performance standards of those contracts shall remain in effect until modifications are made to the applicable sections of the statewide guidelines.

(d) The authority may contract with the Department of the California Highway Patrol to perform duties as mutually agreed by the parties.

(Amended by Stats. 2003, c. 14 (S.B. 795), § 4, eff. Sept. 12, 2003.)

§ 9250.10. Service authority for freeway emergencies; additional fees; distribution after deduction of administrative costs

(a) In addition to any other fees specified in this code and the Revenue and Taxation code, any additional fees imposed by a service authority for freeway emergencies pursuant to Section 2555 of the Streets and Highways Code shall be paid to the department at the time of registration or renewal of registration of every vehicle subject to registration under this code in the subject counties, except those vehicles that are expressly exempted under this code from the payment of registration fees.

(b) After deducting its administrative costs, the department shall distribute the additional fees collected pursuant to subdivision (a) to the authority in the county in which they were collected.

(Amended by Stats.1988, c. 1132, § 13, eff. Sept. 22, 1988.)

(Added by Stats.1985, c. 11350, § 4.)

Library References

Automobiles 49, 101. C.J.S. Motor Vehicles § 143 et seq.

ANNEX B

Streets and Highway Code

Chapter 2, Article 2

THE CALIFORNIA FREEWAY AND EXPRESSWAY SYSTEM

Section

- 250. Establishment and construction of statewide system.
- 251. Correction of deficiencies on state highway system and connections.
- 252. Review of freeway and expressway system; correlation of planning and construction work; scientific studies.
- 252.5. Repealed.
- 253. Routes included in freeway and expressway system.
- 253.1. Composition of freeway and expressway system.
- 253.2. Additional inclusions; portions of Routes 1 to 4, 12, 13, 16, 17 and 20.
- 253.3. Additional inclusions; portions of Routes 22, 23, 25, 26, 29, 33, 35, 36, 38, 39, 41, 43, 45.
- 253.4. Additional inclusions; portions of Routes 46, 49, 58, 62, 76 and 77.
- 253.5. Additional inclusions; portions of Routes 79, 84, 86, 91, 92, 94, 95, 99, 101 and 110.
- 253.6. Additional inclusions; portions of Routes 111, 113, 116, 120, 127, 128, 132.
- 253.7. Additional inclusions; portions of Routes 137, 138, 142, 152, 160, 166, 168, 170, 178, 180, 190, 193, 198.
- 253.8. Additional inclusions; portions of Routes 227, 244, 299, 395, 480, and 905.
- 254. Designation of portions of state highways as part of freeway and expressway system.
- 255. Termination of easements of access to state highways.
- 256. Repealed.
- 256.1. Deletion of highways; notice; hearing.
- 257. "Freeway" and "expressway" defined.

Article 2 was added by Stats. 1959, c. 1062p. 3110, § 1.

Former Article 2, The Primary State Highways, enacted by Stats. 1935, c. 29, p. 272, embracing sections 250, 251, was repealed by Stats. 1947, c. 772, p. 1852.

Cross References

- Authority to lay out, acquire and construct freeways, see § 100.1.
- Connections with freeways, see § 100.2.
- Controlled access highways as subject to all Code provisions pertaining to freeways, see § 23.5.
- Emergency water hydrants and telephone or other communication facilities on freeways, see §§ 152, 153.
- Franchises in freeways, see § 683.
- Freeway, defined, see § 23.5.
- Location for highways, see § 75.
- Utilities in freeways, see § 700 et seq.

Law Review Commentaries

Highway location in California: Federal impact. Arthur R. Silen (1970) 21 Hast.L.J. 781. Urban freeways and the interstate system. Gary T. Schwartz (1976) 49 So.Cal.L.R. 406.

Library References

Highway location and construction. Reports of Assembly Interim Committee on Conservation, Planning, and Public Works, 1955-1957, vol. 1 3, No. 13. Vol. 2 of Appendix to Journal of the Assembly, Reg. Sess., 1957.

§ 250. Establishment and construction of statewide system

It is hereby declared to be essential to the future development of the State of California to establish and construct a statewide system of freeways and expressways and connections thereto without regard to present jurisdiction over the highways, roads, and streets that might be included. It is the intent, further, that the California Freeway and Expressway System be completed with provision for control of access to the extent necessary to preserve the value and utility of the facilities to be constructed.

(Added by Stats.1959, c. 1062, p. 3110, § 1.)

Historical and Statutory Notes

Section 89 of Stats.1959, c. 1062, p. 3122, provided: "It is the purpose of the Legislature in extending lengths of routes presently in the State Highway System and in adding routes to the State Highway System in this act that additional mileage be incorporated into the State Highway System in order that said mileage may become a part of the California Freeway and Expressway System. There shall be no expenditures made on the extensions of state highways added by this act or on any state highways added by this act other than planning, design, maintenance, right-of-way acquisition and right-of-way clearance until the 1963-64 Fiscal Year."

Former § 250, enacted by Stats. 1935, c. 29, p. 272, derived from Stats. 1927, c. 794, p. 1562, § 1, which stated that the highways specifically described in the article were primary state highways, was repealed by Stats. 1947, c. 772, p. 1852, § 6.

Law Review Commentaries

Pre-emption aspects of freeway problems. Jack M. Howard (1966) 17 Hast.L.J. 571.

Library References

Highways 97 3/4 et seq. WESTLAW Topic No. 200. C.J.S. Highways § 175.

§ 251. Correction of deficiencies on state highway system and connections

It is further declared to be essential to the future development of the State of California that the deficiencies on the State Highway System not a part of the California Freeway and Expressway System and deficiencies on connections to the State Highway System be corrected simultaneously with the highways in the California Freeway and Expressway System in proportion to the relative deficiencies and the needs of traffic service.

(Added by Stats.1959, c. 1062,p.3111, § 1.)

Historical and Statutory Notes

Former § 251, enacted by Stats.1 935, c. 29, p. 272, amended byStats.1 935, c. 274, p. 959; Stats.1937, c. 841,p.2359;Stats.1939,c.473,p.1819,§1,derivedfrOmStatS.1927,C.794,P.1562,§1;StatS.1933, c. 9, pp. 1 7, 18, § § 1, 3, which listed the routes and portions of routes which were primary state highways, was repealed by Stats. 1947, c. 772, p. 1852, § 6.

Library References

Highways 97 3/4 et seq. WESTLAW Topic No. 200. C.J.S. Highways § 1 75.

§ 252. Review of freeway and expressway system; correlation of planning and construction work; scientific studies

The Legislature recognizes that the dynamic growth of this State will require periodic review of the California Freeway and Expressway System. The Legislature recognizes further that all highway planning and construction work should be correlated with a plan to provide a comprehensive system of access-controlled freeways and expressways throughout the State, and that the California Freeway and Expressway System established by this article has been selected and developed as a result of scientific studies by all levels of government in the State of California.

(Added by Stats.1959,c.1062,p.3111,§ 1.)

Historical and Statutory Notes

Former § 252, added by Stats. 1947, c. 1449, p. 3020, § 1, after the repeal of former Article 2, declared that the highway from San Leandro to Oakland via Alameda and the Posey Tube was a primary state highway.

Library References

Highways 303. WESTLAW Topic No. 200. C.J.S. Highways § 179 et seq.

§ 252.5. Repealed byStats.1 980, c. 777, p.2320, § 57

Historical and Statutory Notes

The repealed section, added by stats. 1973, c. 724, p. 1305, § 1, required the adoption of a transportation plan before the adoption of system locations in Los Angeles County.

§ 253. Composition of freeway and expressway system

The California Freeway and Expressway System is hereby established and shall be composed of the highways specified in this article.

(Added by Stats. 1968, c. 282, § 3, eff. June 11, 1968.)

Historical and Statutory Notes

Former § 253, added by Stats. 1963, c. 385, p. 1190 § 4, amended by Stats. 1963, c. 1698, p. 3329 § 2; Stats. 1965, c. 1371, p. 3262, § 1; Stats. 1965, c. 1372, p. 3269, § 1, relating to composition of freeway and expressway system, was repealed by Stats. 1968, c. 282, § 2, eff. June 11, 1968.

Former § 253, added by Stats. 1959, c. 1062, p. 3111, § 1, amended by Stats. 1961, c. 1146, p. 2886, § 1, Stats. 1963, c. 1698, p. 3326, § 1, relating to composition of freeway and expressway system, was repealed by Stats. 1963, c. 385, p. 1189, § 3; Stats. 1963, c. 1698, p. 3337, § 34, operative July 1, 1964.

Section 34 of Stats. 1963, c. 1698, p. 3337, provided: "Sections 2, 4, 7, 9, 15, 17, 19, 22, 24, 28, 31, 32, and 33.5 of this act shall become operative at the same time as Chapter 385 of the Statutes of 1963 becomes operative [July 1, 1964]; concurrently there with Sections 253, 313, 317, 320, 334, 335, 336, 337, 341, 348, 365, 375, 429, 441, 442, 541, 543, 581, 582 and 592 of the Streets and Highways Code as amended by Sections 1, 3, 5, 6, 8, 10, 11, 12, 13, 14, 16, 18, 20, 21, 23, 25, 26, 27, 29, and 30 of this act shall become operative." [sic]

Derivation: Former § 253, added by Stats. 1963, c. 1190, § 4, amended by Stats. 1963, c. 1698, p. 3329, § 2; Stats. 1965, c. 1371, p. 3262, § 1; Stats. 1965, c. 1372, p. 3269, § 1.

Former § 253, added by Stats. 1959, c. 1062, p. 3111, § 1, amended by Stats. 1961, c. 1146, p. 2886, § 1; Stats. 1963, c. 1698, p. 3326, § 1.

Law Review Commentaries

Pre-emption aspects of freeway problems. Jack M. Howard (1966) 17 *Hast. L.J.* 571.

Library References

Highways 21. WESTLAW Topic No. 200. C.J.S. Highways §§ 29, 32, 36.

§ 253.1. Routes included in freeway and expressway system

The California freeway and expressway system shall include:

Routes 5, 6, 8, 10, 14, 15, 18, 24, 28, 30, 32, 34, 37, 40, 44, 47, 48, 50, 51, 52, 53, 54, 55, 56, 57, 59, 60, 61, 63, 65, 67, 68, 70, 71, 73, 74, 78, 80, 81, 83, 85, 87, 88, 89, 90, 93, 97, 100, 102, 103, 105, 107, 108, 118, 121, 122, 124, 125, 126, 133, 134, 136, 139, 140, 145, 148, 149, 154, 156, 157, 161, 163, 164, 171, 179, 181, 183, 184, 199, 205, 210, 215, 217, 221, 223, 230, 232, 234, 235, 237, 238, 239, 241, 242, 247, 249, 251, 252, 256, 257, 258, 259, 261, 280, 330, 371, 380, 405, 505, 580, 605, 680, 710, 780, 805, 880, and 980 in their entirety.

(Added by Stats. 1968, c. 282, § 5, eff. June 11, 1968. Amended by Stats. 1969, c. 294, p. 656, § 1; Stats. 1969, c. 726, p. 1458, § 1; Stats. 1970, c. 1473, p. 2713, § 1; Stats. 1970, c. 1547, p. 3143, § 3; Stats. 1971, c. 146, p. 198, § 1; Stats. 1971, c. 998, p. 1916, § 3; Stats. 1972, c. 1216, p. 2345, § 1; Stats. 1973, c. 735, p. 1321, § 1; Stats. 1975, c. 642, § 2; Stats. 1984, c. 409, § 1; Stats. 1988, c. 106, § 7, eff. May 13, 1988, operative Jan. 1, 1989.)

Historical and Statutory Notes

Amendment of this section by § 3 of Stats. 1969, c. 726, failed to become operative under the provisions of § 5 of that Act.

Section 4 of Stats. 1970, c. 1547, p. 3143, provided:

"It is the intent of the Legislature, if amendments to Section 253.1 of the Streets and Highways Code proposed by both this bill and Assembly Bill No. 508 [Stats. 1970, c. 1473, p. 2917] are enacted, that both amendments be given effect and incorporated in Section 253.1 in the form set forth in Section 3 of this act. Therefore, in the event Assembly Bill No. 508 is enacted and amends Section 253.1, Section 3 of this act shall become operative at the same time that Section 253.1 as amended by Assembly Bill No. 508 becomes operative, and at that time, Section 253.1 of the Streets and Highways Code as amended by Section I of this act is repealed."

Under the provisions of § 4 of Stats. 1971, c. 998, the 1971 amendments of this section by c. 146 and c. 998 were given effect and incorporated in the form set forth in § 3 of c. 998. An amendment of this section by § I of Stats. 1971, c. 998, failed to become operative under the provisions of § 4 of that Act.

Amendment of this section by § 3 of Stats. 1971, c. 146, failed to become operative under the provisions of § 4 of that Act.

Section 15 of Stats. 1973, c. 735, p. 1325, provided:

"Any section of any act enacted by the Legislature at its 1973-74 Regular Session, which takes effect on or before January 1, 1974, and which amends, amends and renumbers, or repeals a section amended or repealed by this act, shall prevail over this act, whether such act is enacted prior or subsequent to this act."

Section 20 of Stats. 1975, c. 38, p. 72 provided:

"Any section of any act enacted by the Legislature at its 1975-76 Regular Session which takes effect on or before January 1, 1976, and which amends, amends and renumbers, or repeals a section amended or repealed by this act, shall prevail over this act, whether such act is enacted prior or subsequent to this act."

Former § 253.1, added by Stats. 1967, c. 674, p. 2043, § 1, designating portion of Route 1 from Route 42 to Route 101 near El Rio as part of freeway and expressway system, was repealed by Stats. 1968, c. 282, § 4, eff. June 11, 1968.

§ 253.2. Additional Inclusions; portions of Routes 1 to 4, 12, 13, 16, 17 and 20

The California freeway and expressway system shall also include:
Route 1 from:

- (a) Los Angeles-Ventura county line to Route 101 near El Rio.
- (b) Route 101 near Las Cruces to Route 227 south of Oceano.
- (c) Route 101 near San Luis Obispo to San Simeon.
- (d) Carmel to the west city limits of Santa Cruz.
- (e) The Higgins-Purissima Road to Route 280 south of San Francisco.
- (f) Route 280 to the San Francisco county line.
- (g) Route 101 near the southerly end of Marin Peninsula to the vicinity of Valley Ford.

(h) Route 128 near the mouth of the Navarro River to Route 101 near Leggett.
 Route 2 from Glendale Boulevard in Los Angeles County to Route 210.
 Route 3 from Route 299 near Weaverville to Route 5 near Yreka.
 Route 4 from:

- (a) Route 80 in Hercules to Route 99 near Stockton.
- (b) Route 99 near Stockton to Route 65.

Route 12 from:

- (a) Route 1 near Valley Ford to Route 101 at Santa Rosa.
- (b) Route 101 near Santa Rosa to Melita Road near Santa Rosa.
- (c) Route 29 in the vicinity of Napa to Route 80 near Cordelia.
- (d) Route 80 near Fairfield to Route 99 near Lodi via Rio Vista.
- (e) Route 99 near Lodi to Route 88 near Lockeford.
- (f) Route 88 near Clements to Route 49 near San Andreas.

Route 13 from:

- (a) Route 61 near the Oakland International Airport to Route 24.
- (b) Route 80 to Route 61 near Emeryville.

Route 16 from:

- (a) Route 505 to Route 5 near Woodland.
- (b) Route 50 near Perkins to Route 49 near Drytown.

Route 17 from:

- (a) Route 1 near Santa Cruz to Granite Creek Road near Scott's Valley.
- (b) The south city limits of Los Gatos to Route 280 in San Jose.

Route 20 from Route 101 to Route 80 near Emigrant Gap.

(Amended by Stats. 1990, c. 1187 (A.B.2785), § 1.)

(Added by Stats. 1968, c. 282, § 7, eff. June 11, 1968. Amended by Stats. 1969, c. 726, p. 1458, § 2; Stats. 1970, c. 634, p. 1253, § 1; Stats. 1971, c. 179, p. 246, § 1; Stats. 1971, c. 963, p. 1874, § 2; Stats. 1971, c. 1247, P. 2449, § 6; Stats. 1973, c. 735, p. 1322, § 2; Stats. 1975, c. 39, p. 67, § 2; Stats. 1976, c. 1354, p. 6¹⁷², § 3; Stats. 1981, C. 292, p. 1409, § 2; Stats. 1984, c. 409, § 2.)

Historical and Statutory Notes

Operative effect of Stats. 1969, c. 726, p. 1458 see Historical and Statutory Notes under § 253.1.
 Amendment of this section by Stats. 1969, c. 726, p. 1459, § 4 failed to become operative see Historical and Statutory Notes under § 253.1.

Under the provisions of § 10 of Stats. 1971, c. 1247, the 1971 amendments of this section by c. 179, c. 963, and c. 1247 were given effect and incorporated in the form set forth in § 6 of c. 1247. An amendment of this section by § 1, § 3 to 5, and § 7 to 9 of Stats. 1971, c. 1247, failed to become operative under the provisions of § 10(d) of that Act.

Under the provisions of § 3 of Stats. 1971, c. 963, the 1971 amendments of this section by c. 179 and c. 963 were given effect and incorporated in the form set forth in § 2 of c. 963. An amendment of this section by § 1 of Stats. 1971, c. 963, failed to become operative under the provisions of § 3 of that Act.

Former § 253.2, added by Stats. 1967, c. 1584 p. 3792, § 1, designating portion of Route 1 from Route 101 Near Las Cruces to Route 227 south of Oceano as part of freeway and expressway system was repealed by Stats. 1968, C. 282, § 6, eff. June 11, 1968.

§ 253.3. Additional Inclusions; portions of Routes 22, 23, 25, 26, 29, 33, 35, 36, 38, 39, 41, 43, 45

The California freeway and expressway system shall also include:

Route 22 from:

- (a) Studebaker Road in Long Beach to Route 405.
- (b) Route 405 to Route 55 near Orange.

Route 23 from:

- (a) Route 101 in Thousand Oaks to Route 118.
- (b) Route 118 to Route 126 near Fillmore.

Route 25 from:

- (a) Route 180 near Paicines to Route 156 in Hollister.
- (b) Route 156 in Hollister to Route 101 near Gilroy.

Route 26 from Route 99 near Stockton to Route 12.

Route 29 from:

- (a) Route 80 near Vallejo to Oak Knoll Avenue north of the City of Napa.
- (b) The Napa-Lake county line to Route 20.

Route 33 from:

- (a) Route 101 near Ventura to Route 150.
- (b) Route 150 to Route 166 near Maricopa.
- (c) Route 152 west of Los Banos to Route 5 near Santa Nella.

Route 35 from Route 280 to Route 1 near Daly City.

Route 36 from:

- (a) Route 5 at Red Bluff to Route 395.
- (b) Route 139 north of Susanville to Route 395 near Termo.

Route 38 from Route 10 near Redlands to Route 18 near Baldwin Lake.

Route 39 from Route 5 to Route 210.

Route 41 from:

- (a) Route 1 near Morro Bay to Route 101 near Atascadero.
- (b) Route 46 to Route 99 near Fresno.
- (c) Route 99 near Fresno to Route 180.
- (d) Route 180 to Yosemite National Park.

Route 43 from Route 5 to Route 99 near Selma.

Route 45 from Route 20 near Colusa to Route 32 near Hamilton City.

(Added by Stats. 1968, c. 282, § 9, eff. June 11, 1968. Amended by Stats. 1971, c. 998, p. 1915, §2; Stats. 1972, C. 1216, p. 2345, §2; Stats. 1973, c. 735, p. 1322, §3; Stats. 1984, c. 409, §3; Stats. 1988, c. 106, §8, eff. May 13, 1988, operative Jan. 1, 1989; Stats. 1988, c. 609, § 1.)

Historical and Statutory Notes

Former § 253.3, added by Stats. 1967, c. 1584, p. 3792, § 2, designating Route 227 from Route 1 south of Oceano to Route 101 near Arroyo Grande as part of freeway and expressway system, was repealed by Stats. 1968, c. 282, § 8, eff. June 11, 1968.

§ 253.4. Additional inclusions; portions of Routes 46, 49, 58, 62, 76 and 77

The California freeway and expressway system shall also include:

Route 46 from Route 101 in San Luis Obispo County to Route 99 near Famoso.

Route 49 from:

- (a) Route 41 near Oakhurst to Route 140 at Mariposa.
- (b) Route 108 south of Jamestown to Route 108 near Sonora.
- (c) Route 88 near Jackson to Route 50 near Placerville.
- (d) Route 80 near Auburn to Route 20 in Grass Valley.
- (e) Route 20 at Nevada City to Route 89 near Sattley.
- (f) Route 89 near Sierraville to Route 70 near Vinton.

Route 58 from:

- (a) Route 5 to Route 43.
- (b) Route 43 to Route 99.
- (c) Route 99 near Bakersfield to Route 15 near Barstow.

Route 62 from Route 10 near Whitewater to Route 247 near Yucca Valley.

Route 76 from Route 5 near Oceanside to Route 15.

Route 77 from Route 93 westerly of Moraga to Route 24 near Lafayette.

(Added by Stats.1968, c. 282, § 10, eff. June 11, 1968. Amended by Stats.1969, c. 294 p. 656, § 2, eff. June 30, 1969; Stats.1970, c. 1473, § 2; Stats.1970, c. 1547, p. 3143, § 2, Stats.1972, c. 524, p.905, § 1; Stats.1975, c. 39, p. 68, § 3; Stats.1976, c. 1354, p. 6173, § 4; Stats.1981, c. 292, p. 1410, § 3; Stats.1984, c. 409, § 4.)

§ 253.5. Additional inclusions; portions of Routes 79, 84, 86, 91, 92, 94, 95, 99, 101, and 110

The California freeway and expressway system also includes:

Route 79 from:

- (a) Route 8 near Descanso to Route 78.
- (b) Route 371 near Aguanga to Route 15 near Temecula.
- (c) Route 15 near Temecula to Route 74 near Hemet.
- (d) Route 74 near Hemet to Route 10 near Beaumont.

Route 84 from:

- (a) The westerly approach to the Dumbarton Bridge to Route 880.
- (b) Route 880 to Route 238.
- (c) Route 680 near Scotts Corners to Route 580 in Livermore.
- (d) Route 580 in Livermore to Route 4 near Brentwood.
- (e) Route 12 at Rio Vista to Route 50 near Broderick.

Route 86 from Route 78 near Brawley to Route 10 in Indio.

Route 91 from Route 405 to Route 215 near Riverside.

Route 92 from:

- (a) Route 1 near Half Moon Bay to Route 280.
- (b) Route 280 to Route 238.

Route 94 from Route 5 near San Diego to 0.3 miles east of Sweetwater Bridge.

Route 95 from Route 10 near Blythe to Route 40 near Needles.

Route 99 from:

- (a) Route 5 south of Bakersfield to Route 50 in Sacramento.
- (b) Route 5 in Sacramento to Route 36 near Red Bluff.

Route 101 from:

- (a) Route 5 near Seventh Street in Los Angeles to near Fell Street in San Francisco.
- (b) A point in Mann County opposite San Francisco to the Oregon state line north of Crescent City.

Route 110 from Route 47 to Colorado Boulevard in Pasadena.

(Added by Stats.1968, c. 282, § 11, elf. June 11, 1968. Amended by Stats.1969, c. 294, p.656, § 3, elf. June 29,1969; Stats.1971, C. 66, p. 91, § 1; Stats.1971, c. 1247, p. 2446, § 2; Stats.1972, c. 1216, p.2346, § 3; Stats.1975, C. 39, p. 69, § 4; Stats.1976, C. 1354, p. 6173, § 5; Stats.1981, c. 292, p. 1410, § 4; Stats.1982, C. 681, p. 2805, § 64.4; Stats.1984, c. 409, — 5; Stats.1988, C. 106, § 9, elf. May 13, 1988, operative Jan. 1, 1989.)

§ 253.6. Additional inclusions; portions of Routes 111, 113, 116, 120, 127, 128, 132

The California freeway and expressway system shall also include:

Route 111 from:

- (a) The international boundary south of Calexico to Route 78 near Brawley passing east of Heber.
- (b) Route 78 near Brawley to Route 86 near Mecca via the north shore of the Salton Sea.
- (c) San Rafael Drive in Palm Springs to Route 10 near Whitewater.

Route 113 from Route 80 near Davis to Route 99 near Tudor.

Route 116 from:

- (a) Route 181 near Forestville to Route 101 near Cotati.
- (b) Route 101 near Petaluma to Route 121 near Schellville.

Route 120 from:

- (a) Route 5 near Mossdale to the west boundary of Yosemite National Park.
- (b) The east boundary of Yosemite National Park to Route 395 near Mono Lake.

Route 127 from Route 15 near Baker to Route 190 near Death Valley Junction. Route 128 from:

- (a) The mouth of the Navarro River to Route 101 near Cloverdale.
- (b) Route 101 to Route 29 at Calistoga.
- (c) Route 121 to Route 113 near Davis.

Route 132 from:

- (a) Route 580 west of Vernalis to Route 99 at Modesto.
- (b) Route 99 to Route 65.

(Amended by Stats.1990, c. 1187 (A.B.2785), § 2.)

(Added by Stats.1968, c. 282, § 12, elf. June 11, 1968. Amended by Stats.1972, c. 1216, p. 2347, § 4; Stats.1976, c. 1354, p. 6174, § 6; Stats.1988, c. 106, § 10, elf. May 13, 1988, operative Jan. 1, 1989.)

§ 253.7. Additional inclusions; portions of Routes 137, 138, 142, 152, 160, 166, 168, 170, 178, 180, 190, 193, 198

The California freeway and expressway system shall also include:

Route 133 from Route 73 to Route 241.
 Route 137 from Route 99 near Tulare to Route 65 near Lindsay.
 Route 138 from Route 5 near Gorman to Route 15 near Cajon Pass.
 Route 142 from Route 71 near Chino to Route 30 near Upland.
 Route 152 from Route 101 to Route 65 near Sharon via Pacheco Pass.
 Route 160 from:
 (a) Route 4 near Antioch to Route 12 near Rio Vista.
 (b) Sacramento to Route 51.
 Route 166 from:
 (a) Route 101 near Santa Maria to Route 33 in Cuyama Valley.
 (b) Route 33 near Maricopa to Route 5.
 Route 168 from Fresno to Huntington Lake.
 Route 170 from:
 (a) Los Angeles International Airport to Route 90.
 (b) Route 101 near Riverside Drive to Route 5 near Tujunga Wash.
 Route 178 from:
 (a) Bakersfield to Route 14 near Freeman.
 (b) Route 14 near Freeman to the vicinity of the San Bernardino county line.
 Route 180 from:
 (a) Route 25 near Paicines to Route 5.
 (b) Route 5 to Route 99 passing near Mendota.
 (c) Route 99 near Fresno to General Grant Grove section of Kings Canyon National Park.
 Route 190 from Route 136 near Keeler to Route 127 near Death Valley Junction.
 Route 193 from Route 65 near Lincoln to Route 80 near Newcastle.
 Route 198 from Route 5 near Oilfields to the Sequoia National Park line.

(Added by Stats. 1968, c. 282, § 13, eff. June 11, 1968. Amended by Stats. 1970, c. 1473, p. 2914, § 3; Stats. 1971, C. 146, p. 198, § 2; Stats. 1972, c. 1216, p. 2347, § 5; Stats. 1981, c. 292, p. 1411, § 5; Stats. 1984, c. 409, § 6.)

§ 253.8. Additional inclusions; portions of Routes 227, 244, 299, 395, 480, and 905

The California freeway and expressway system shall also include:
 Route 227 from Route 1 south of Oceano to Route 101 near Arroyo Grande.
 Route 244 from Route 80 to Auburn Boulevard.
 Route 299 from Route 101 near Arcata to Route 395 at Alturas.
 Route 395 from:
 (a) Route 15 near Cajon Pass to the Nevada state line.
 (b) Nevada state line northwest of Reno to Route 36 near Johnstonville.
 (c) Route 36 near Termo to the Oregon state line.

Route 905 from Route 5 near the south end of San Diego Bay to the international boundary southerly of Brown Field.

(Amended by Stats.1991, C. 498 (S.B.181), § 2.)

(Added by Stats.1968, C. 282, § 14, eff. June 11, 1968. Amended by Stats.1969, c. 294, p. 657, § 4, elf. J—Ine 30, 1969; Stats.1972, c. 1216, p. 2348, § 6; Stats.1981, C. 292, p. 1412, § 6; Stats.1988, c. 106, § 11, elf. May 13, 1988, operative Jan. 1, 1989.)

§ 254. Designation of portions of state highways as part of freeway and expressway system

As specific locations are determined by the commission for portions of state highways included in the California freeway and expressway system, the commission shall designate the particular portion as a part of the California freeway and expressway system and the planning and design of such highways shall include provision for such access control as the department and the commission determine essential to protect the investment of any improvements made and to permit the ultimate development of a full freeway or an expressway when traffic and other conditions require. Such declaration by the commission shall have the effect of declaring the particular portion affected a freeway within the meaning of Section 100.2.

(Added by Stats.1959, C. 1062, p. 3115, § 1. Amended by Stats.1980, c. 777, p. 2320, § 58.)

Cross References

MacArthur Freeway, (portion of Route 280), see § 580. San Gabriel River Freeway (Route 605), see § 619. Santa Paula Freeway (portion of Route 126), see § 426.

Law Review Commentaries

Pre-emption aspects of freeway problems. Jack M. Howard (1966) 17 Hast.L.J. 571.

Library References

Highways 95(1), 103. WESTLAW Topic No. 200. C.J.S. Highways §§ 157 et seq., 179 et seq.

§ 255. Termination of easements of access to state highways

Nothing contained in this article shall prevent the department, either by acquisition or by condemnation, from terminating easements of access to any state highway not in the California Freeway and Expressway System, provided that such action by the department shall not have the effect of including the highway in the California Freeway and Expressway System.

(Added by Stats.1959, c. 1062, p. 3115, § 1.)

Cross References

Acquisition of realty by eminent domain for state highway purposes, see § 102 et seq. Connections with freeways, see § 100.2.

Library References

Eminent Domain 19. WESTLAW Topic No. 148. C.J.S. Eminent Domain § 32 et seq.

§ 256. Repealed by Stats. 1961, c. 291, p. 1406, § 1, eff. Sept. 2, 1981**Historical and Statutory Notes**

The repealed section, added by Stats. 1959, c. 1062, § 1, amended by Stats. 1961, c. 1272, § 1; Stats. 1963, c. 1441, § 1; Stats. 1969, c. 1134, § 2; Stats. 1970, c. 429, § 1, Stats. 1980, c. 777 § 59, related to review of the system and report to the legislature.

§ 256.1. Deletion of highways; notice; hearing

Prior to submitting a written report required by statute recommending to the Legislature the deletion of a highway, or a portion thereof, from the state highway system, the commission or the department shall hold a public hearing on, and shall give written notices to the legislative bodies of the cities and counties located in the affected area of, the proposed recommendation, and shall publish notice of the public hearing in a newspaper of general circulation in the areas affected by the proposed deletion. The commission or the department may, at its own option, because of controversy or lack of local consensus, hold the hearing at a location which is reasonably convenient to the communities affected by the proposed deletion, to the general public, and to the commission or the department in the discharge of its regular business.

(Added by Stats. 1970, C. 895, p. 1631, § 1. Amended by Stats. 1980, c. 1050, p. 3359, § 9.5.)

Historical and Statutory Notes

The 1980 amendment substituted the second sentence for the former second sentence which read:

“The public hearing shall be held in the state highway district, as defined by Section 188.8, within which is located the major portion of the highway that is proposed to be deleted.”

§ 257. “Freeway” and “expressway” defined

For the purpose of this article only, and to distinguish between the terms “freeway” and “expressway,” the word “freeway” shall mean a divided arterial highway for through traffic with full control of access and with grade separations at intersections, while the word “expressway” shall mean an arterial highway for through traffic which may have partial control of access, but which may or may not be divided or have grade separations at intersections.

(Added by Stats. 1959, C. 1062, p. 3115, § 1.)

ANNEX C

CHP/CALTRANS CALL BOX AND MOTORIST AID GUIDELINES

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

MUTCD NUMBER None CODE SG25

NOTES:

1. County, Route and Location Number will vary, specify when ordering.
2. Line 1, County may be abbreviated Co., when using a longer county name.

SIGN	DIMENSIONS (INCHES)									
	A	B	C	D	E	F	G	H	J	
SPECIAL	12	18	3/8	1-1/2	2	1C	3D	1-1/2	1-1/2C	
SPECIAL	18	24	1/2	1-1/2	2-1/2	1-1/2C	4D	2-1/2	2C	
STANDARD	30	36	3/4	1-1/2	4	2C	6E	3	3D	

SIGN	DIMENSIONS (MILLIMETERS)									
	A	B	C	D	E	F	G	H	J	
SPECIAL	300	450	9	38	50	25C	75D	38	38C	
SPECIAL	450	600	13	38	63	38C	100D	63	50C	
STANDARD	750	900	19	38	100	50C	150E	75	75D	

COLORS
BORDER & LEGEND - WHITE (REFLECTIVE)
BACKGROUND - BLUE (REFLECTIVE)

• THE POLICY FOR INTENDED USAGE OF THIS SIGN IS SHOWN ON REVERSE SIDE

CHIEF OFFICE OF SIGNS AND DELINEATION DATE REVISION REVISION

2C =
2", Series C
font

6E =
6", Series E
font

POLICY: SG25

The CALL BOX sign (SG25) is used to designate call boxes on the county SAFE (Service Authority for Freeway Emergencies/Expressways) Call Box System. The special sign sizes are intended for use only on scenic highways, within designated coastal zones and National or State parks, to keep signing compatible with scenic values.

The call box identification number is established by using the route number to the left of the hyphen. The first two numbers to the right of the hyphen are the post mile numbers (or three numbers if applicable); the last number locates the call box within the post mile.

For northbound and eastbound routes, this number will be 2 for the first call box; 4 for the second; 6 for the third; and 8 for the fourth, within a given post mile.

For southbound and westbound routes, this number will be 3 for the first call box; 5 for the second; 7 for the third; and 9 for the fourth, within a given post mile.

- A letter code may precede the post mile (R for realignment, etc.).
- Call boxes located in the median shall be designated by the letter “M” following the post mile.
- Call boxes located on a transition or connector shall be designated by the letter “T” following the post mile.

ANNEX C

CHP/CALTRANS CALL BOX AND MOTORIST AID GUIDELINES

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION

MUTCD NUMBER None CODE SG25A

ADOPTED BY
(See Note)

Note: Information placed in this area will be provided by the participant, at their expense.
The message and logos shall be approved by the responsible agency.

SIGN	DIMENSIONS (INCHES)								
	A	B	C	D	E	F	G	H	J
SPECIAL	12	6	3/8	1-1/2	7/8	3/4D	1/2	3	10-1/4
SPECIAL	18	12	1/2	1-1/2	1-1/2	1-1/2D	1	6	15
STANDARD	30	18	3/4	1-1/2	2-1/4	2D	1-1/2	10	25-1/2

SIGN	DIMENSIONS (MILLIMETERS)								
	A	B	C	D	E	F	G	H	J
SPECIAL	300	150	9	38	22	19D	13	75	256
SPECIAL	450	300	13	38	38	38D	25	150	375
STANDARD	750	450	19	38	56	50D	38	250	638

COLORS
BORDER & LEGEND - WHITE (REFLECTIVE)
BACKGROUND - BLUE (REFLECTIVE)

- THE POLICY FOR INTENDED USAGE OF THIS SIGN IS SHOWN ON REVERSE SIDE

CHIEF OFFICE OF SIGNS AND DELINEATION DATE REVISION REVISION

ANNEX C

POLICY: SG25A

The ADOPTED BY sign (SG25A) may be used to inform motorists on highways, that have the theSAFE Call Box System, that a particular call box location or segment of highway has been adopted by an individual, organization or company. (Refer to Annex M.)

DRAFT

ANNEX C

CHP/CALTRANS CALL BOX AND MOTORIST AID GUIDELINES

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION

MUTCD NUMBER None CODE SG40

NOTE: Line 2 may be revised to "VARIABLE" for locations where callboxes are placed at varying distances.

SIGN	DIMENSIONS (INCHES)						
	A	B	C	D	E	F	G
MINIMUM	24	30	3/8	1-1/2	3	4C	1
STANDARD	36	48	5/8	2-1/4	4	6C	2-1/2
FREEWAY	48	60	3/4	3	5	8C	2-1/2

SIGN	DIMENSIONS (MILLIMETERS)						
	A	B	C	D	E	F	G
MINIMUM	600	750	9	38	75	100C	25
STANDARD	900	1200	16	56	100	150C	63
FREEWAY	1200	1500	19	75	125	200C	63

COLORS
BORDER & LEGEND - WHITE (REFLECTIVE)
BACKGROUND - BLUE (REFLECTIVE)

• THE POLICY FOR INTENDED USAGE OF THIS SIGN IS SHOWN ON REVERSE SIDE

CHIEF, OFFICE OF SIGNS AND DELINEATION DATE REVISION REVISION

ANNEX C

POLICY: SG40

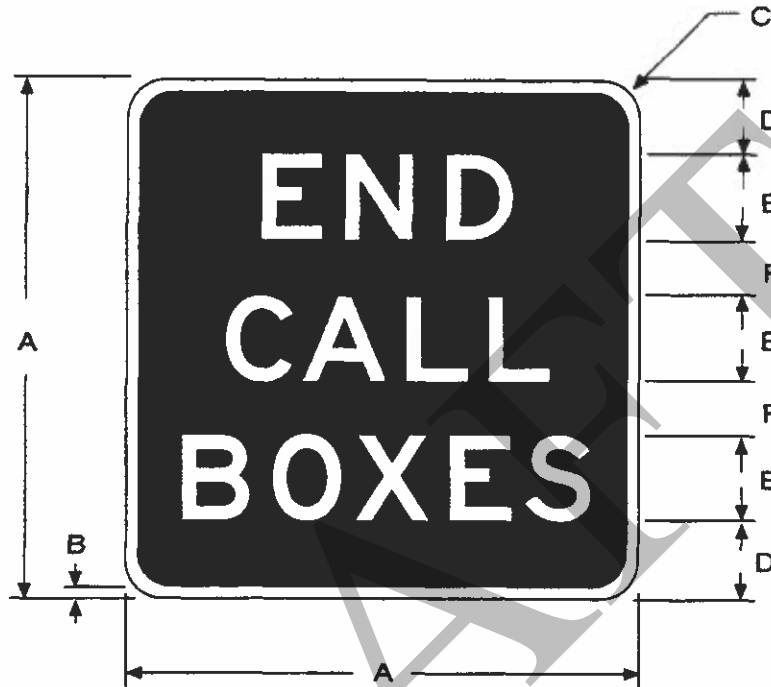
The CALL BOX _____ MILE SPACING NEXT _____ MILES sign (SG40) may be used to inform motorists on highways, that have the SAFE Call Box System, of the distance between call box locations for a particular segment of highway.

DRAFT

ANNEX C

CHP/CALTRANS CALL BOX AND MOTORIST AID GUIDELINES

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION

MUTCD NUMBER NoneCODE SG41

SIGN	DIMENSIONS (INCHES)					
	A	B	C	D	E	F
MINIMUM	24	3/8	1-1/2	3-3/4	4D	2-1/4
STANDARD	36	5/8	2-1/4	5	6D	4
FREEWAY	48	3/4	3	7-1/2	8D	4-1/2

SIGN	DIMENSIONS (MILLIMETERS)					
	A	B	C	D	E	F
MINIMUM	600	9	38	94	100D	56
STANDARD	900	16	56	125	150D	100
FREEWAY	1200	19	75	188	200D	113

COLORS
 BORDER & LEGEND - WHITE (REFLECTIVE)
 BACKGROUND - BLUE (REFLECTIVE)

- THE POLICY FOR INTENDED USAGE OF THIS SIGN IS SHOWN ON REVERSE SIDE

CHIEF, OFFICE OF SIGNS AND DELINEATION

DATE

REVISION

REVISION

ANNEX C**POLICY: SG41**

The END CALL BOXES sign (SG41) may be used to inform motorists of the end of the SAFE Call Box System for a particular segment of highway.

DRAFT

ANNEX D**STATEWIDE CALL BOX NUMBERING SYSTEM**

The standard statewide numbering system approved by Caltrans and CHP for all California call box systems is as follows:

1. The unique number for each call box shall contain a two letter county designation, a freeway or roadway number, a hyphen followed by a specific two or three digit number representing mile post and another number signifying the quarter mile road segment.
2. The two letter county designations appropriate to this system are found on page two of this annex. This designation shall be used for some documentation procedures and in automatic databases, but will NOT appear on the call box sign.
3. The freeway or roadway number used is the number normally used to represent the road in the California Streets and Highways Code. The designation may consist of from one to three numbers and may include a letter. Example: 299E, 80, 680, 1.
4. The specific box number after the hyphen shall be represented first by the mile post whole number.
5. A number shall be added representing the quarter mile segment in which the box is placed. Even numbers shall be used for boxes placed on the north and eastbound sides of the road; odd numbers shall be used for boxes placed on the south and westbound sides.

Examples: Call box placed in the first quarter mile segment of the mile between the 45th and 46th mile posts in Ventura County on Highway 101 on the northbound side would be numbered: 101-452.

6. The even numbers used for the north and eastbound sides are 2, 4, 6, and 8; the odd numbers used for the south and westbound are 3, 5, 7, and 9.
7. Transition and/or connector roads will use the same numbering system with a "T" added to the number. A letter code may follow the post mile number to designate a special type of road, such as "R" for realignment.
8. Some modifications to the above numbering system might be required for call boxes installed on Caltrans toll bridges.

ANNEX D

COUNTY LETTER DESIGNATION

1	Alameda	AL	30	Orange	OR
2	Alpine	AP	31	Placer	PL
3	Amador	AM	32	Plumas	PM
4	Butte	BU	33	Riverside	RV
5	Calaveras	CV	34	Sacramento	SA
6	Colusa	CO	35	San Benito	ST
7	Contra Costa	CC	36	San Bernardino	SB
8	Del Norte	DN	37	San Diego	SD
9	El Dorado	EL	38	San Francisco	SF
10	Fresno	FR	39	San Joaquin	SJ
11	Glenn	GL	40	San Luis Obispo	SL
12	Humboldt	HU	41	San Mateo	SM
13	Imperial	IM	42	Santa Barbara	SR
14	Inyo	IN	43	Santa Clara	SC
15	Kern	KR	44	Santa Cruz	SZ
16	Kings	KN	45	Shasta	SH
17	Lake	LK	46	Sierra	SI
18	Lassen	LS	47	Siskiyou	SK
19	Los Angeles	LA	48	Solano	SO
20	Madera	MD	49	Sonoma	SN
21	Marin	MR	50	Stanislaus	SS
22	Mariposa	MP	51	Sutter	SU
23	Mendocino	MC	52	Tehama	TE
24	Merced	ME	53	Trinity	TR
25	Modoc	MO	54	Tulare	TU
26	Mono	MN	55	Tuolumne	TM
27	Monterey	MY	56	Ventura	VE
28	Napa	NP	57	Yolo	YL
29	Nevada	NV	58	Yuba	YB

ANNEX E

Department of Transportation—District 04**Blue Memo 3-809.02
MTC Roadside Call Boxes**

October 11, 2002

This memo supersedes Blue Memo 2-80.02, *Roadside Call Boxes*, dated June 8, 2000. The Metropolitan Transportation Commission Service Authority for Freeways and Expressways (MTC SAFE) administers the call box program, which currently comprises 3400 call boxes on approximately 1100 miles of road in the nine Bay Area counties. If a call box is in the way of a construction operation or if access to it is obstructed by construction activities, you shall request that MTC SAFE temporarily remove or relocate the box. Neither Caltrans nor the contractor shall remove, relocate, or reinstall any call boxes. MTC SAFE or one of its contractors must perform this work.

During or Prior to Construction


Make the request to MTC SAFE in writing 30 calendar days prior to the date that you need the call box removed. Use Form 4CD 1310. Fax, email, or mail your request. Notify MTC SAFE of any changes to the construction schedule that were made after you requested a call box removal, reinstallation, or relocation.

After Construction

Notify MTC SAFE using Form 4CD 1310 when construction is complete; MTC SAFE will reinstall or relocate the call box. Prior to the permanent relocation of a call box, MTC SAFE will obtain a new encroachment permit from the Caltrans senior permit engineer (510 286-4425). Reinstallation of the call box at the same location does not require a new encroachment permit.

MTC SAFE Contact

Call Box Project Manager
Metropolitan Transportation Commission SAFE
1999 Harrison Street, Suite 1700
Oakland, CA 94612-4700
Voice: (510) 817-3205
Fax: (510) 817-3299
Email: LLEE@mtc.ca.gov


ANDREW B. PREMIER
Deputy District Director
Construction

MTC Roadside Call Boxes 3-809.02

ANNEX E

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

MTC SAFE Roadside Call Box Removal/Reinstallation Request

4 CD 1310

To:

Call Box Project Manager
 Metropolitan Transportation Commission SAFE
 1999 Harrison St., Suite 1700
 Oakland, CA 94612-4700

Date:

Caltrans is performing major construction at the following location. The following call boxes are affected.

Contract Number _____

Co-Rte-PM _____

Direction _____

Type of Work _____

Resident Engineer _____

RE's Telephone Number _____

Call Box Number (s) _____

☐

Remove the call boxes prior to: _____

Estimated reinstallation date: _____

I will notify you separately of any other call boxes that require removal.

☐

Construction work is complete in the vicinity of the call boxes listed above. Please reinstall/relocate the affected call boxes. If necessary, obtain location approval from the Caltrans permit engineer prior to relocation. I will notify you separately of any other call boxes that require installation.

☐

Construction work will cause the call box(es) listed above to be permanently inaccessible.

ANNEX F

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
CLAIM AGAINST DEPARTMENT OF TRANSPORTATION/FOR AMOUNTS \$1,000 OR LESS
 LD - 0274

Page 1 of 2
 Front

PERSONAL INFORMATION NOTICE

Pursuant to the Federal Privacy Act (P.L. 93-579) and the Information Practices Act of 1977 (Civ. Code Sections 1798, et seq.), notice is hereby given for the request of personal information by this form. The requested personal information is voluntary. The principal purpose of the voluntary information is to facilitate the processing of this form. The failure to provide all or any part of the requested information may delay processing of this form. No disclosure of personal information will be made unless permissible under Article 6, Section 1798.24 of the IPA of 1977. Each individual has the right upon request and proper identification, to inspect all personal information in any record maintained on the individual by an identifying particular. Direct any inquiries on information maintenance to the Department of Transportation, Legal Unit, 17A Forms Mail.

This form is to be used when filing a claim against the Department of Transportation as provided in Government Code Section 915.7.

PLEASE: - print or use typewriter when filling out form.

- sign and date claim form.

(UNASSIGNED AND UNDATED FORMS WILL NOT BE PROCESSED.)

CAUTION: Claims for road repair (Chip Seal) damage must be received within 30 days of the incident. All others within 6 months.

			STATE USE ONLY	
1. NAME: LAST FIRST MIDDLE			FILE NUMBER	
HOME ADDRESS			BUSINESS PHONE ()	HOME PHONE ()
CITY			STATE	ZIP CODE
2. PUT A SPECIFIC TIME AND DATE WHEN THE DAMAGE FIRST OCCURED			TIME OF INCIDENT AM / PM	DATE OF INCIDENT
3. STATE THE LOCATION OF THE INCIDENT WITHIN ONE-HALF MILE (CITY, COUNTY, HIGHWAY, NEAREST OFF-RAMP, CROSS STREET OR POST MILE).				
4. EXPLAIN HOW THE INJURY OR DAMAGE OCCURRED.				
WHAT PARTICULAR ACT OR OMISSION ON THE PART OF CALTRANS OR ITS CONTRACTOR CAUSED THE INJURY OR DAMAGE?				
WHAT INJURY OR DAMAGE DO YOU CLAIM RESULTED?				
WHAT IS THE DOLLAR AMOUNT OF YOUR CLAIM FOR DAMAGES? (SUBMIT TWO ESTIMATES OR PAID RECEIPTS)				
5. INSURANCE INFORMATION IS REQUIRED			NAME OF INSURER	
ARE YOU THE REGISTERED OWNER?			HAVE YOU SUBMITTED A CLAIM TO YOUR INSURANCE CARRIER?	
YES <input type="checkbox"/> NO <input type="checkbox"/>			YES <input type="checkbox"/> NO <input type="checkbox"/>	
IF YES, WERE YOU PAID?			FOR WHAT AMOUNT? \$	
YES <input type="checkbox"/> NO <input type="checkbox"/>				
VEHICLE INFORMATION				
MAKE OF VEHICLE			YEAR	LICENSE NO.
I HEREBY CERTIFY UNDER PENALTY OF PERJURY, THAT THE FOREGOING FACTS ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF				
SIGNATURE OF CLAIMANT				DATE

REVERSE SIDE FOR STATE USE AND FILING INFORMATION ON CLAIMS

ANNEX G

A. INITIAL IMPLEMENTATION

Initial call box telephone activity will be estimated by the SAFE's consultant using call data from similar dispatch centers, considering the number of boxes to be installed and average daily traffic (ADT) statistics as provided by Caltrans, and any other applicable statistics.

During initial implementation, CHP will monitor actual call box call activity monthly to determine whether or not the SAFE's consultant recommendation was accurate and allows for sufficient staffing to answer the SAFE's call box calls. Based on actual activity, CHP will recommend staffing increases, as necessary, during the process initial implementation and after call box call volume has "leveled off".

B. AFTER INITIAL IMPLEMENTATION

Ninety days prior to the beginning of the fiscal year following the full implementation of the SAFE's call box motorist aid system, and 90 days prior to the beginning of each subsequent fiscal year, CHP will re-evaluate dispatch center call box operator staffing requirements. The most recent 12 months (annual average) of call box activity (when available) will be used with the CHP Reimbursable Position Formula to determine the currently required staffing level. The CHP will submit to the SAFE a letter, with applicable data, indicating any recommended staffing adjustments. If a change in staffing is recommended, the SAFE will then respond, in writing, indicating concurrence or disagreement with the recommendations.

The SAFE may request, or CHP may perform, if the need arises, staffing analysis at other times of the year. If a change of staffing is required due to a non-predicted need, the CHP and/or SAFE may request, in writing, such a change. Staffing changes may be necessary for, but need not be limited to, the following: increases in number of call boxes or significant increases in number of call box calls.

C. REIMBURSABLE POSITION FORMULA

The following formula will be used to determine the number of reimbursable positions:

$$\frac{\text{Number of Incoming C/B Calls} \times \text{Avg Length of Incoming C/B Calls}}{3600 \text{ seconds/hour} \times 1738 \text{ hours/year}}$$

$$= \text{Personnel Years (PY)}_{\text{Incoming Calls}}$$

$$\text{PY}_{\text{Incoming Calls}} \times 20\% \text{ (Estimated Outgoing Call Rate*)} = \text{PY}_{\text{Outgoing Calls}}$$

ANNEX G

* (20% Estimated Outgoing Call Rate is an approximate statewide average. This figure will be used to calculate SAFE-reimbursed staffing at all CHP dispatch centers.)

E. "ROUNDING" OF OPERATORS

When computations using the Reimbursable Positions Formula yield results which included a "partial operator" – for example, "4.2" – the following method of "rounding" will be used:

0.01 to 0.09	=	exact fraction
0.10 to 1.00	=	1
1.01 to 1.09	=	1 + exact fraction
1.10 to 2.00	=	2
etc.		

Implementation of this method will not affect the total number of Communications Operator II positions currently funded by the SAFEs, but will allow CHP to provide call box call answering services to the very small SAFEs at an affordable price. However, determining actual reimbursable positions can be treated on a case-by-case basis.

ANNEX H

CHP Reports
Fee Schedule for Privatized SAFEs

- (a) Crime Incident and Accident Reports, Photographs, and Other Records - In accordance with the CHP Administrative Procedures Manual (APM) and section 20012 of the California Vehicle Code (CVC), the CHP shall take responsible steps to ensure parties requesting review or purchase of photographs or copies of incident or accident reports are authorized to receive them. A party requesting copies of a report shall complete a CHP 190, Application for Release of Information, and present the application to the CHP Office responsible for the accident report, accompanied by payment of a fee. The fees listed below shall be charged for each completed copy of an accident report when requested by party of interest. MAIT reports, when printed on both sides, shall be charged by sheets of paper not by individual printed sides. Sales tax shall not be applied.

Nos. of Pages of Report	Price
01-25	\$6.00
26-50	\$12.00
51-75	\$18.00
76-100	\$24.00
Over 100, for each addt'l pages or portion thereof	\$6.00

- (b) Supplemental Reports - Supplemental reports are provided only upon request. When a CHP 251, Counter Receipt, for the sale of the initial report is provided, supplemental pages, up to 25, shall be provided free of charge. In absence of a counter receipt, a charge of \$1.00 per page up to a maximum of \$6.00 for the first 25 pages will apply then the above charge schedule will apply for reports with more than 25 pages.

ANNEX I

SAMPLE LETTER FOR SAFES REQUESTING POSITIONS

Commander _____
California Highway Patrol
Communications Center Support Section
P.O. Box 942898
Sacramento, CA 94298-0001

Dear Commander _____:

The _____ Service Authority for Freeway Emergencies/Expressways (SAFE) intends to begin the installation of the call box system on _____, 2008. Approximately _____ call boxes will be installed, checked out and activated every week. The full system of _____ boxes should be completely operational by _____, 2009.

The full system design, with technical and operational configurations, will be submitted to the CHP for review and final approval from the Office of the Commissioner by _____, 2009. The sixty days required for CHP review will permit us to begin according to schedule.

In order to have sufficient public safety dispatchers hired with time to provide three months of training when the system begins operation, SAFE requests that CHP begin the process to hire public safety dispatcher(s). SAFE and CHP agree that _____ public safety dispatchers are sufficient to answer an estimated average of _____ call box calls per day at a _____ second level of service. The SAFE understands and agrees that all costs associated with these positions will be assumed by the SAFE in accordance with Contract Number _____.

Please direct all questions concerning the call box program to (name and phone number).

Sincerely,

Signature

ANNEX I

SAMPLE LETTER FOR SAFES REQUESTING POSITIONS

Commander _____
California Highway Patrol
Communications Centers Support Section
P.O. Box 942898
Sacramento, CA 94298-0001

Dear Commander _____:

The Avalon Service Authority for Freeway Emergencies/Expressways (SAFE) intends to begin the installation of the call box system on January 1, 2008. Approximately 10 call boxes will be installed, checked out and activated every week. The full system of 500 boxes should be completely operational by December 15, 2009.

The full system design, with technical and operational configurations, will be submitted to the CHP for review and final approval from the Office of the Commissioner by October 1, 2009. The sixty days required for CHP review will permit us to begin according to schedule.

In order to have sufficient public safety dispatchers hired with time to provide three months of training when the system begins operation, SAFE requests that CHP begin the process to hire public safety dispatcher(s). SAFE and CHP agree that two public safety dispatchers are sufficient to answer an estimated average of 30 call box calls per day at a 120 second level of service. The SAFE understands and agrees that all costs associated with these positions will be assumed by the SAFE in accordance with Contract #09-679.

Please direct all questions concerning the call box program to (name and phone number).

Sincerely,

JANE C. SMITH
Deputy Director
Avalon County SAFE

ANNEX J**Call Box Placement Criteria****GENERAL**

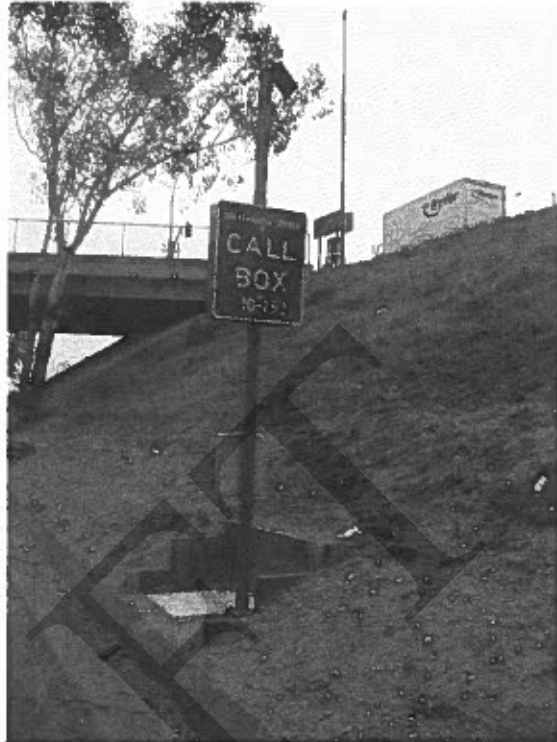
- Call boxes shall be installed in pairs on opposite sides of a freeway, expressway or multi-lane highway. To optimize accessibility, the first call box that is installed can be placed within ± 150 meters (500 feet) of its preliminary design location. The companion call box should be placed within ± 60 meters (200 feet) of the first call box (as measured along the roadway centerline).
- On conventional state routes, a single call box can be placed on one side to service both directions of traffic where no more than two lanes of traffic exist for the entire cross section of the facility and there is no concrete barrier, median, left hand turn lane, or other feature that divides directional flow lanes.
- Where possible on new installations, effort should be made to install A, C (with retaining walls $< 4''$ and preferably using break-away handrails), L, & M sites. B sites should be considered when all other site types cannot be used.
- Call boxes should be placed alongside the right shoulder. The shoulder does not have to be paved, but it must be a minimum of 2.4m (8 feet) wide.
- Placement or replacement of call boxes should be coordinated with any proposed construction project.
- See attached for photos of the different call box site types that have been approved for installation.

ANNEX J

DESIRABLE CALL BOX SITES	UNDESIRABLE CALL BOX SITES
<ul style="list-style-type: none"> • Within interchanges, sites which minimize the need to cross traffic lanes to reach the call box. • Sites near existing luminaires or illuminated overhead signs for supplemental lighting during hours of darkness. • Sites that provide a clear, unobstructed pathway to the call box pad. • Sites behind existing roadway features such as guard rails or bridge rails. (In the case of guard rails, place call box installations behind fixed portions only.) • Sites that do not require a retaining wall. Minor shaping and grading of roadside soil slopes can provided suitable conditions without constructing a retaining wall. • Highly visible sites, such as the crest of a vertical curve. 	<ul style="list-style-type: none"> • Sites in gore areas • Sites adjacent to transition lanes where weaving traffic is common. • Sites where existing roadway features such as dikes, curbs, ditches, etc., prevent the use of the call box by mobility impaired individuals. • Sites where sound walls and fences that restrict pedestrian emergency escape routes. • Sites that require the construction of a retaining wall. • Sites shaded by landscaping or obscured by existing signs or structures. • Sites near drainage inlets or grates. <p>**Exceptions to these guidelines should be addressed during the permit application process. Exceptions may be given on a case by case basis.</p>



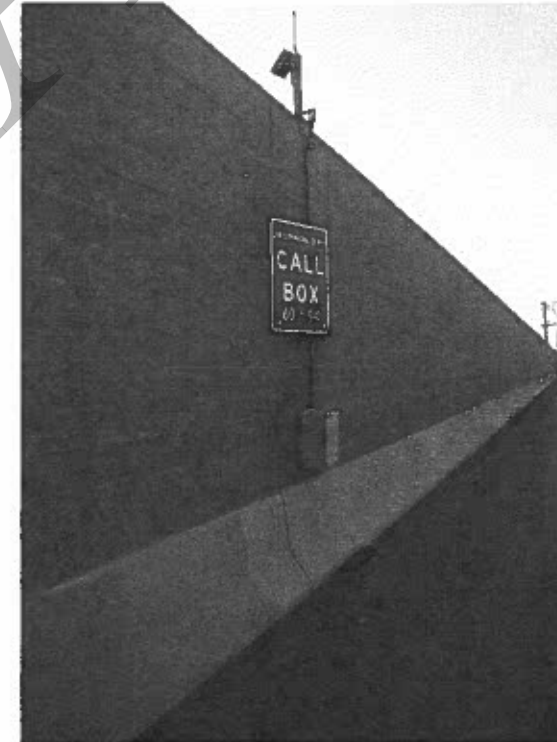
Site Type A – installed at-grade, in soil.



Site Type B – installed in a cut-slope.



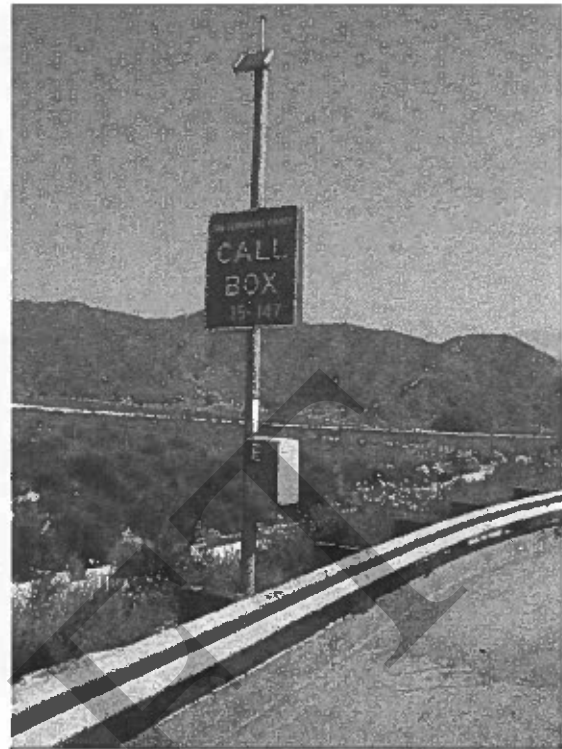
Site Type C – installed on an in-fill slope.



Site Type D – mounted on a soundwall.



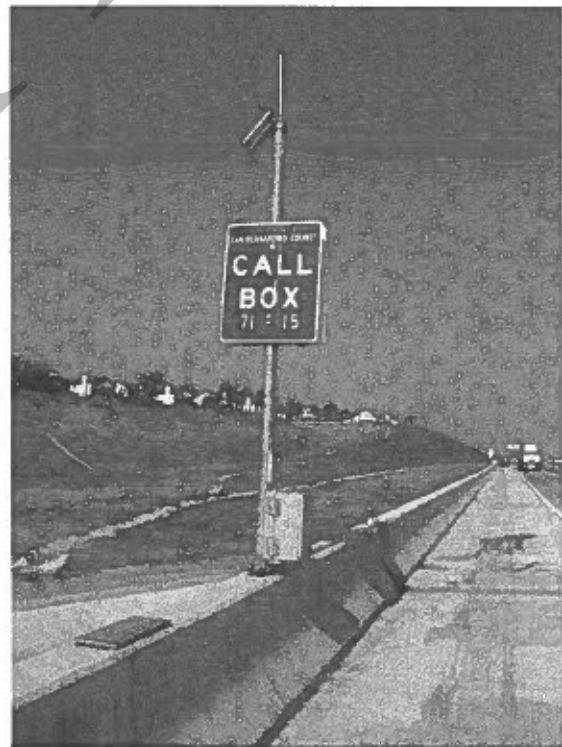
Site Type E – installed behind a k-rail or concrete barrier



Site Type F – installed behind a guard rail.



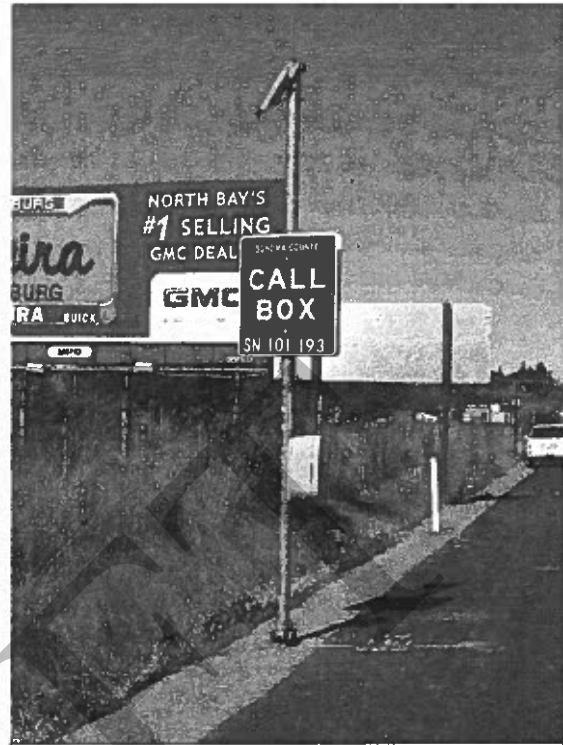
Site Type G – installed at-grade, in concrete.



Site Type H or K – installed on a k-rail or concrete barrier.



Site Type L – installed behind a curb.



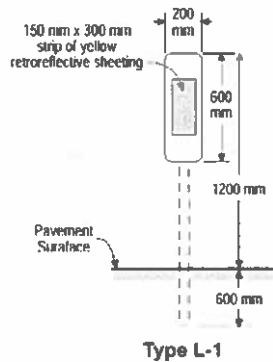
Site Type M – same as a Site Type F, except no guard rail.

DRAFT

ANNEX K

Type L-1 Object marker. Motorist Aid Call Boxes that are located adjacent to a State Highway and within 3.66 m (12 ft) off the traveled way may be marked with a Type L-1 Object Marker. If used, the Type 'L-1' Marker with the 200 mm x 600 mm (8 in x 24 in) target plate shall be used on State Highways in advance of motorist aid call boxes.

'L' Marker



Type 'L' Marker is used to mark an object adjacent to the roadbed (outside of the paved shoulder) and within 3.66 m off the traveled way.

- The Type 'L-1' Marker with the 200 mm x 600 mm target plate shall be used on State Highways.

ANNEX L

Call Box Retaining Wall Policy

The following is the California Department of Transportation's (Caltrans') policy regarding the design and construction of retaining walls at call box sites. This policy has been developed by a joint subcommittee of local Service Authority for Freeway Emergencies/Expressways (SAFE) staff, Caltrans, and Federal Highway Administration (FHWA) representatives. The purpose of the policy is to:

- 1) Improve the site design of call box systems which are operated within the state highway right-of-way; and
- 2) Ensure crashworthiness of features at call box sites.

Retaining walls at call box sites are most often constructed in "cut" (Type B) and "fill" (Type C) sections of freeways and highways and typically include one longitudinal wall and two transverse walls. The longitudinal wall is parallel to the flow of traffic and the two transverse walls are installed perpendicular to the flow of traffic.

The site design of these installations may be improved by reducing the number of transverse walls at these site types. The SAFEs and Caltrans agree to jointly achieve this design objective by implementing the following:

- SAFE replacement of Type "B" and "C" installations with other sites types where possible;
- SAFE grading surrounding terrain to eliminate or minimize the size of necessary retaining walls on Type B sites;
- Caltrans and SAFE prioritization of transverse wall mitigation efforts on call box sites with transverse walls greater than 300 millimeters;
- SAFE mitigation plan to replace all Type "C" sites with transverse walls greater than 100mm; and
- Acknowledgement that "shielded" "B" and "C" sites would not require mitigation efforts.

The above bullets outline the general effort between the SAFEs and Caltrans; below outlines specific steps required of both the SAFEs and Caltrans for achieving this design objective:

New Installations:

1. Effective February 1, 1999, all SAFE agencies should avoid the installation of type "B" and "C" call box sites unless installed where shielded by existing roadway features, i.e., bridges, guard rails, etc. Greater latitude in spacing requirements should be used to allow for the installation of site types other than "B" or "C".

2. In the event spacing requirements recommended an optimal site that may require a retaining wall, the SAFE should first consider grading the surrounding area to convert the installation to an "A" site type.
3. If grading for a particular site is not reasonable, the SAFE will attempt to relocate the call box up or down the highway at an alternate site. Although each SAFE is encouraged to maintain the spacing as outlined in the Caltrans/CHP Call Box and Motorist Aid Guidelines, this particular safety issue should be weighed against the need for a "regularly spaced system". Caltrans' HQ Traffic Reviewer, through the District SAFE Coordinator should be consulted when issues arise. The SAFE should work with the HQ Traffic Reviewer through the District SAFE Coordinator if spacing beyond 60 meters (along the roadway centerline) appears desirable.
4. If an alternate site cannot be found using options 2 or 3 above, consideration should be given to eliminating the site and its companion entirely.
5. If alternatives listed in 2 and 3 above do not yield a desirable site and because of a need for system continuity, a site or sites cannot be eliminated, the SAFE should work with the HQ Traffic Reviewer through the District SAFE Coordinator to install a "B" retaining wall that does not exceed 300mm above finished grade. Type "C" sites should not use retaining walls greater than 100mm in height.
6. In the event the SAFE deems that a site cannot be moved and it requires special grading consideration, the SAFE should contact the HQ Traffic Reviewer through the District SAFE Coordinator to develop a solution.

Existing Installations:

7. No later than June 30, 2000, all existing SAFEs should perform a general survey of their systems to determine the distribution and nature of non-shielded "B" and "C" site types. SAFEs should determine height information of each transverse wall and other site characteristics to estimate the scope of work and cost to address in a transverse wall mitigation effort. Results of the survey should be shared with Caltrans and will be used to develop a retaining wall mitigation plan, described in item 8 below.
8. Based on the results of the survey, each SAFE should adopt a retaining wall mitigation plan to reduce transverse retaining walls in excess of 300mm at non-shielded type "B" sites and eliminate retaining walls and handrails at Type "C" sites, where the retaining walls are greater than 100mm. This mitigation plan will identify a schedule and steps for removal of transverse walls, grading to eliminate need for retaining walls, relocation of call box sites to non-"B" and "C" sites, or reconstruction.

9. In cases where sites must be repaired within 24 hours (e.g., knockdowns and site repairs), these shall be restored as is, per existing SAFE contracting requirements.
10. Existing type “B” and “C” call box sites modified for Intelligent Transportation System improvements will be addressed under the “Existing Installations” criteria.
11. Each SAFE has flexibility regarding their mitigation schedule for existing installations. The time frame to complete this schedule will vary among SAFEs due to their unique financial condition, but each SAFE should develop a systematic program to identify, fund and reconstruct or relative existing call box sites having these conditions.
12. For issues that cannot be resolved through the above listed means, the SAFE should work with the HQ Traffic Reviewer through the District SAFE Coordinator to establish a solution for exceptions.

DRAFT

ANNEX M

This annex is an example of what is expected in an implementation plan. To obtain approval for a SAFE program implementation plan by Caltrans and the CHP, a SAFE shall submit two (2) copies of the implementation plan each to the Deputy Director, Transportation Management of Caltrans and to the Commissioner of the CHP for review and approval. This submittal shall be made if one or more of the following conditions apply:

- A. No current implementation plan is on file with Caltrans and the CHP.
- B. A SAFE amends its implementation plan for any reason, including, but not limited to, funding programs to comply with Americans with Disabilities Act provisions.

To assist Caltrans and the CHP reviewers, the SAFE program implementation plan should include sections that are labeled and presented in the order listed below. For ease of reproduction and filing, all material in the report should be prepared using 8-1/2" x 11" paper or up to 8-1/2" x 17" paper that can be folded to 8-1/2" x 11" paper for filing.

The following annex provides instructions for preparation of implementation plans in boxes on the left side of each pair of facing pages and the example information on the right side.

Section 1. Title Sheet and Table of Contents

This section should include:

- A. Implementation plan title.
- B. Name and address of the agency responsible for the county or regional Service Authority.
- C. Date of implementation plan and reference to the following five fiscal years that the plan covers.
- D. Name, title, and telephone number of the current program manager.
- E. On the following page, a table of contents of the implementation plan.

ANNEX M

Section 2. Implementation Plan Summary

This section should include a description of the history of the SAFE and what has been accomplished since it was first established. It should outline the reason(s) why the implementation plan is being submitted and, if applicable, a brief outline of what changes are being made to the current implementation plan.

Section 3. Implementation Plan Status and Schedule

This section describes the current status of the call box program in the Service Authority and presents a schedule for implementation of call boxes and other motorist aid systems within the jurisdiction of the service authority. This section contains a listing of highway routes, spacing and the total number of call boxes on each route.

Table 1 shows figures arranged by route number for roadway segments of similar spacing. This table is designed to show program status as it now exists and how it will be proposed upon full implementation.









Table 2 shows a summary of the existing and proposed call box system totals. Table 3 shows a year-by-year breakdown of system development from the present fiscal year to five years in the future. An implementation plan for a new system, for example, may have a five year call box installation plan. This schedule may include, but is not limited to, anticipated expansion of the call box system and implementation of other motorist aid systems.

A listing of priorities for call box system development follows Table 3 to qualify the rationale for the schedule for implementation of call box placement. Discussion specifies whether the program is funded by bonds or if it is being financed by funds collected by the DMV as become available. If other motorist aid systems are part of the implementation plan, a brief discussion in this section will explain how other motorist aid systems relate to the overall call box development plan. Other motorist aid systems are usually funded by a SAFE only after it can be demonstrated that call boxes can be fully implemented within five years.

ANNEX M

Section 4. SAFE Call Box System Maps

Caltrans has compiled a set of post mile maps of all state highway routes. These maps are available for base maps that can be referenced and marked to show existing and proposed call box placement and spacing. Maps of the County or Regional SAFE identify existing and proposed call box locations and spacing. A map entitled "Existing Conditions" is marked to indicate the current status of call box system development showing the date of existing facilities. A second map entitled "Fully Implemented Conditions" is marked to indicate the fully implemented plan and the date that full implementation is anticipated. The maps are marked with a pattern scheme as outlined in the following table. Please note, if an agency prefers to use color, the different color codes are also provided:

Sample Colors / Patterns to Designate Spacing of Call Boxes				
<u>Conditions</u>	<u>1/4 Mile</u>	<u>1/2 Mile</u>	<u>1 Mile</u>	<u>2 Miles</u>
Existing	Red 	Yellow 	Blue 	Blue Dashes 
Fully Implmnted	Green 	Purple 	Orange 	Orange Dashes 

A legend should be provided on each map to designate other motorist aid systems funded by the SAFE that are operational or planned such as: Call box installations at commuter rail park-and-ride lots not located within the Caltrans right-of-way, lighted call boxes, changeable message signs, and Freeway Service Patrol areas.

Section 5. Detailed Budget Projection

This section projects the SAFE operating budget based on existing and anticipated revenues and expenditures within a 10 fiscal year period. It shows anticipated revenues and expenditures until full implementation of call boxes and other motorist aid systems have been achieved within five years and an additional five years beyond the implementation schedule.

ANNEX M**Section 1. Title Sheet and Table of Contents (sample)**

**AVALON COUNTY
SERVICE AUTHORITY FOR FREEWAY EMERGENCIES/EXPRESSWAYS
CALL BOX AND OTHER MOTORIST AID SYSTEMS
IMPLEMENTATION PLAN**

Avalon County Council of Governments
4600 Safe Way
Project City, CA 95678

17 August 1992
Including Fiscal Years
1992-93 through 1997-98

Project Manager:
Jane C. Bureaucrat
Avalon County SAFE Coordinator
916-555-7535

ANNEX M**Section 2. Implementation Plan Summary (sample)****IMPLEMENTATION PLAN SUMMARY**

The Avalon County Service Authority for Freeway Emergencies/Expressways (SAFE) was organized May 26, 1987. At present, there are 78 existing call boxes in place and it is anticipated that this system will be expanded to 228 total call boxes within five years. Other motorist aid systems are planned concurrently with full development of the call box system to be completely implemented within five years.

The Avalon County SAFE has budgeted its resources to implement the following motorist aid systems:

- 1) A motorist aid system of call boxes installed at the prescribed spacing requirements of the existing "Call Box and Motorist Aid Guidelines" on all freeways, expressways and state highway routes that connect segments of these systems.
- 2) A disabled access program for the services of the call box system to comply with the Americans with Disabilities Act of 1990.
- 3) Two changeable message signs.
- 4) Freeway Service Patrol on the Interstate 5 corridor.

Avalon County does not anticipate funding to be made available by means of bond issue. In the past, Avalon County SAFE has negotiated with Acme Call Box Systems, Inc. of Redding to install call boxes as funds become available. A recent increase in the past three years in the population of Avalon County has created a subsequent increase in DMV revenues that can be used by the Service Authority for call boxes and other motorist aid systems.

ANNEX M

Section 3. Implementation Plan Status and Schedule (sample)

IMPLEMENTATION PLAN STATUS AND SCHEDULE

The Avalon County SAFE has been in operation for five years. The original cooperative agreement has expired and time has come to renegotiate cooperative agreements with the California Highway Patrol (CHP) and the California Department of Transportation (Caltrans). Due to a new schedule of development, increased revenue, and the Americans with Disabilities Act of 1990, the Avalon County SAFE has reformulated its implementation plan for the next five years.

The Avalon County SAFE anticipates that during the first year of the new implementation plan, that the Service Authority will collect revenue that will be pooled to finance Americans with Disabilities provisions for the disabled community and to expand its call box system by 19 units. Funding will be collected to cover administrative costs, purchasing and distribution of 911 cellular telephones and to contract with a consultant to formulate a call box system expansion design for an additional 150 call boxes. The initial 19 boxes will be installed following consultant design and acquisition of encroachment permits.

This section describes the current status of the call box program in the Avalon County Service Authority and presents a schedule for implementation of call boxes and other motorist aid systems. This section contains a listing of highway routes, spacing and the total number of call boxes on each route for system implementation. The existing program features call boxes with no other motorist aid systems; however, the tables provided will designate a Freeway Service Patrol beat and the purchase and installation of two changeable message signs.

Table 1
Call Box Deployment Plan for Full Implementation

Existing Segment-Route No. 5	Average ADT	Existing Spacing/Tot.	Proposed Spacing/Tot.	Total Nos. of Call Boxes per Segment
PM 0.00 Avalon Co./Tehama Co. line				
(a)* -to-	30,000-39,500	2 miles / 12	1 mile / 10	22
PM 9.77 Knighton Rd. Interchange				
(b)* -to-	39,500-47,500	½ mile / 16	½ mile / 14	30
PM 18.07 Twinview Blvd. Interchange				
(c)* -to-	14,800-37,500	2 miles / 50	1 mile / 48	98
PM 67.02 Avalon Co./Siskiyou Co. line				
Route 5 totals	14,800-47,500	1-2 miles / 78	½ - 1 mile / 72	150

* Segments (a) and (c) shall be considered for two changeable message signs in FY1995/96

** Segment (b) shall be considered for a Freeway Service Patrol in FY1996/97.

ANNEX M

Section 3. Implementation Plan Status and Schedule (sample) (continued)

Table 1 (continued)
Call Box Deployment Plan for Full Implementation

Segment-Route No. 44	Average ADT	Existing Spacing/Tot.	Proposed Spacing/Tot.	Total Nos. of Call Boxes per Segment
PM 2.13 Shasta View Drive (d) -to- 4,800-13,500			1 mile / 10	10
PM 9.77 Old Highway to Millville Route 44 totals	4,800-13,500		1 mile / 10	10
Segment-Route No. 273	Average ADT	Existing Spacing/Tot.	Proposed Spacing/Tot.	Total Nos. of Call Boxes per Segment
PM 3.81 Jct. Rte. 5 Freeway (e) -to- 7,800-26,500			1 mile / 11	11
PM 14.18 Redding, Hospital Lane Route 273 totals	7,800-26,500		1 mile / 11	11
Segment-Route No. 299	Average ADT	Existing Spacing/Tot.	Proposed Spacing/Tot.	Total Nos. of Call Boxes per Segment
PM 8.65 French Gulch Road (f) -to- 3,600-10,300			1 mile / 14	14
PM 21.65 Redding W. City Limits PM 24.82 Lake Blvd. Interchange North Jct. Rte. 5 freeway (g) -to- 2,600-14,200			1 mile / 43	43
PM 67.02 Burney, Plumas Street Route 299 totals	2,600-14,200		1 mile / 57	57

Table 2
Call Box Development Plan for Full Implementation Summary

Call Box System Totals			
Route	Existing Call Boxes	Proposed Call Boxes	Total Call Boxes
5	78	72	150
44		10	10
273		11	11
299		57	57
Total	78	150	228

ANNEX M

Section 3. Implementation Plan Status and Schedule (sample) (continued)

Table 3
Call Box Development Plan for Full Implementation Year-to-Year

Fiscal Year	Total # of New Call Box Installations	Totals Per Route / (Segment)				Running Total
		Rte. 5	Rte. 273	Rte. 44	Rte. 299	
Prior to 92-93		78				78 Existing
Phase I						
92-93	19		6(e)			
				5(d)		
					2(f)	
					6(g)	97
93-94	37				5(f)	
					16(g)	118
Phase II						
		8(b)				
		2(a)				
		6(c)				134
93-94	37	6(b)				
		8(a)				
		20(c)				
					1(f)	
					2(g)	171
95-96*	38	22(c)				
			5(e)			
				5(d)		
					2(f)	
					4(g)	209
96-97**	19					
					4(f)	
					15(g)	
Total	150	72	11	10	57	228

* Segments (a) and (c) shall be considered for two changeable message signs in FY1995/96

** Segment (b) shall be considered for a Freeway Service Patrol in FY1996/97.

ANNEX M

Section 3. Implementation Plan Status and Schedule (sample) (continued)

Priorities for Call Box System Development Schedule

Priority #1: Collect FY92-93 DMV registration and renewal revenues to purchase cellular telephone 911 devices to distribute to physically and speech and hearing impaired drivers within Avalon County in compliance with the Americans with Disabilities Act of 1990. Distribution is scheduled to take place at the beginning of FY93-94.

Priority #2: Call Box Development Plan – Phase I. Begin placement at two mile spacing on State Routes 273, 44, and 299 to expand the system out from Redding towards outlying areas. During FY92-93, 19 total boxes shall be placed along County roadways while the SAFE gathers additional funds for Disabled Access cellular 911 telephones. During FY93-94, 21 call boxes shall be placed to complete Phase I.

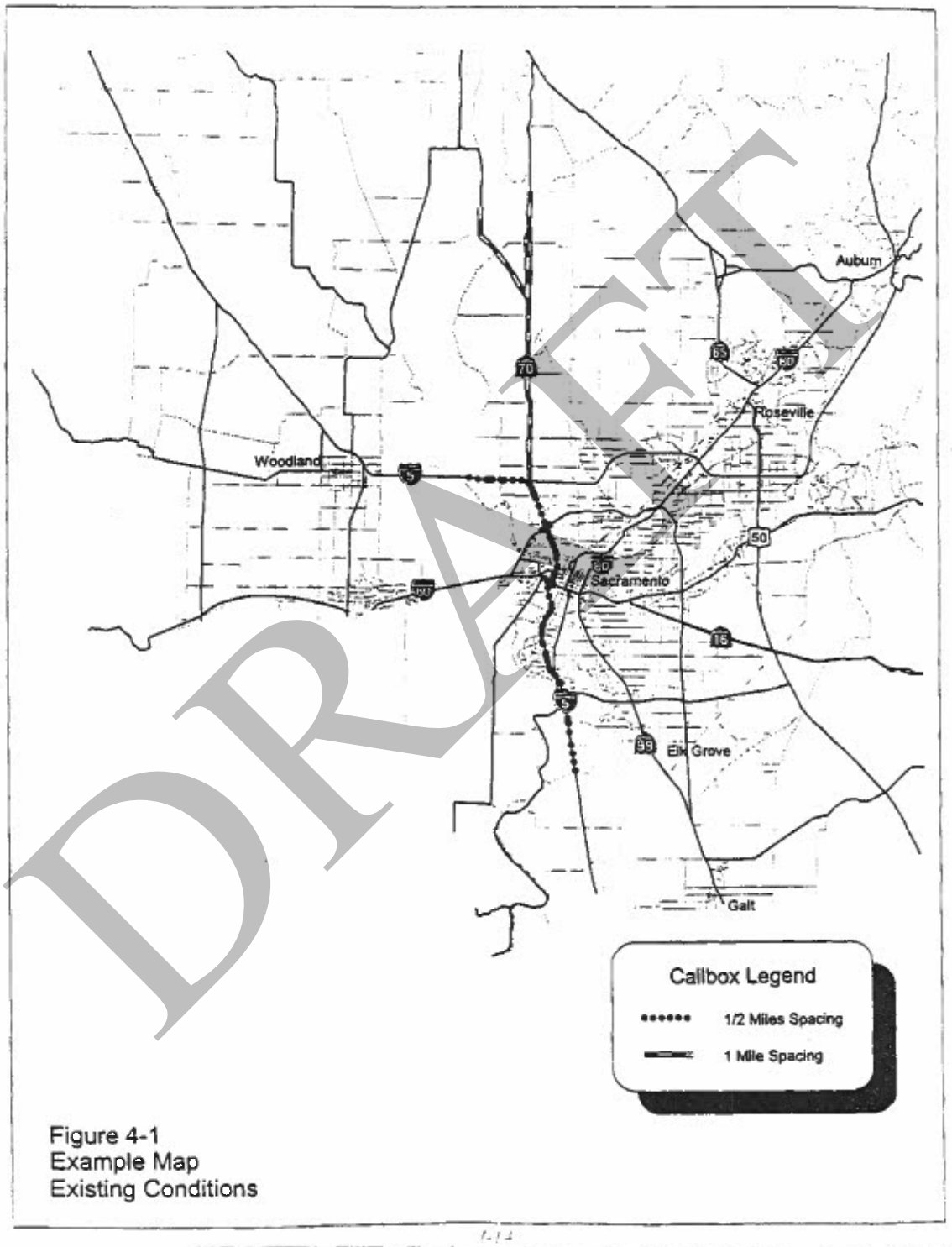
Priority #3: Call Box Development Plan – Phase II. Continue placement of call boxes on freeways, expressways and highways that connect these systems within the County. Initial emphasis will be placed on infill of freeway Route 5 to reduce spacing by one half on the highest volume roadway in the County. Priority within FY93-94 will be Route 5 segments b, a, and c. Secondary emphasis will be placed on infill of the call box system on other roadways.

Priority #4: When call box system is at the infill stage on both freeways and expressways, other motorist aid systems will be provided. During FY95-96, two changeable message signs shall be placed on Route 5 north and south of the City of Redding to advise of possible traffic problems on the freeway through the city where traffic volumes are the highest.

Priority #5: A Freeway Service Patrol is anticipated beginning FY96-97. At this time, the call box system will be complete along the Route 5 corridor and other roadways in the county will be in the process of receiving the final call boxes to finish Phase II of the Call Box Development Plan.

ANNEX M

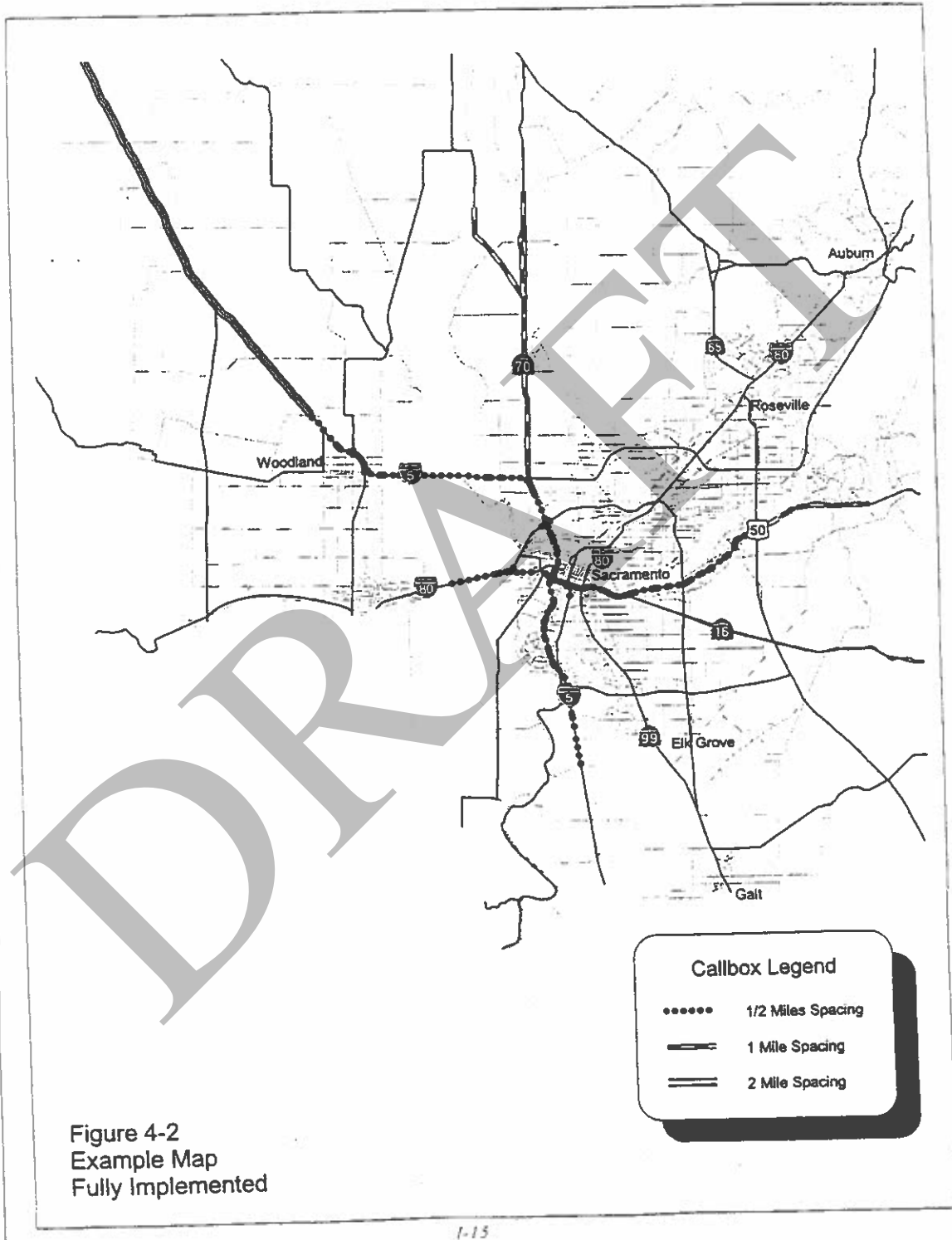
Section 4. SAFE Call Box System Maps (sample)



ANNEX M

Section 4. SAFE Call Box System Maps (sample) (cont'd)

ANNEX I

CHP/CALTRANS CALL BOX AND MOTORIST AID GUIDELINES

Avalon County SAFE Budget						
	Current Budget 1999/00	2000/01	2001/02	2002/03	2003/04	2004/05
ANNUAL CASH FLOW INCOME						
1 Gross Registration Revenue	\$ 631,000	\$ 631,000	\$ 631,000	\$ 631,000	\$ 631,000	\$ 631,000
2 DMV Adm. Charge	\$ (6,310)	\$ (6,310)	\$ (6,310)	\$ (6,310)	\$ (6,310)	\$ (6,310)
3 County Auditor Adm. Charge	\$ (200)	\$ (209)	\$ (218)	\$ (228)	\$ (239)	\$ (249)
4 SAFE Fund Balance	\$ 820,000	\$ 1,073,211	\$ 395,758	\$ 331,587	\$ 157,437	\$ 2,695
5 Intr. Of Fund Balance @ 4.5%	\$ 36,900	\$ 48,294	\$ 17,809	\$ 14,921	\$ 7,085	\$ 121
TOTAL INCOME	\$ 1,481,390	\$ 1,745,986	\$ 1,038,039	\$ 970,970	\$ 788,973	\$ 627,257
EXPENSES based on nos. of call boxes						
New call boxes	78	97	134	171	209	228
CALL BOX EQUIPMENT & MAINTENANCE						
6 New System Inst. & Maint.		\$ 82,840	\$ 161,320	\$ 161,320	\$ 165,680	\$ 82,840
7 Existing System Maint. (incl. Knockdowns)	\$ 24,960	\$ 31,040	\$ 42,880	\$ 54,720	\$ 66,800	\$ 72,960
CALL BOX CELLULAR TELEPHONE CHARGES						
8 New System Cellular Network Start-up Charges		\$ 1,900	\$ 3,700	\$ 3,700	\$ 3,800	\$ 1,900
9 Existing System Cellular Network charges	\$ 7,800	\$ 9,700	\$ 13,400	\$ 17,100	\$ 20,900	\$ 22,800
CALL ANSWERING						
10 Dispatch & Call Answering Equipment & Lease		\$ 2,800	\$ 700	\$ 732	\$ 764	\$ 799
11 CHP Call Answering	\$ 23,400	\$ 29,100	\$ 40,200	\$ 51,300	\$ 62,700	\$ 68,400
12 CAPITAL EQUIPMENT REPLACEMENT RESERVE		\$ 25,000	\$ 26,125	\$ 27,301	\$ 28,529	\$ 29,813
13 PROGRAMMING, OPERATIONS, & ANALYSIS	\$ 90,000	\$ 94,050	\$ 98,282	\$ 102,705	\$ 107,327	\$ 112,156
14 CONTINGENCY RESERVE (10%)	\$ 148,139	\$ 174,599	\$ 103,804	\$ 97,097	\$ 78,897	\$ 62,726
OTHER MOTORIST AID SYSTEMS						
15 Changeable message signs				\$ 65,000	\$ 95,000	\$ 140,000
16 Freeway Service Patrol						\$ 10,000
17 DISABLED ACCESS - 911 CELLULAR TELEPHONES		\$ 695,000				
TOTAL EXPENSES	\$ 294,299	\$ 1,146,029	\$ 490,411	\$ 580,975	\$ 630,397	\$ 604,394
ANNUAL BALANCE	\$ 1,187,091	\$ 599,957	\$ 547,628	\$ 389,995	\$ 158,576	\$ 22,863

		Avalon County SAFE Budget				
<u>ANNUAL CASH FLOW INCOME</u>		2005/06	2006/07	2007/08	2008/09	2009/10
1	Gross Registration Revenue	\$ 646,775	\$ 662,944	\$ 679,518	\$ 696,506	\$ 713,919
2	DMV Adm. Charge	\$ (6,468)	\$ (6,629)	\$ (6,795)	\$ (6,965)	\$ (7,139)
3	County Auditor Adm. Charge	\$ (260)	\$ (272)	\$ (284)	\$ (297)	\$ (311)
4	SAFE Fund Balance	\$ 105,703	\$ 351,653	\$ 590,181	\$ 821,765	\$ 1,046,850
5	Intr. Of Fund Balance @ 4.5%	\$ 4,757	\$ 15,824	\$ 26,558	\$ 36,979	\$ 47,108
TOTAL INCOME		\$ 750,507	\$ 1,023,520	\$ 1,289,178	\$ 1,547,988	\$ 1,800,427
<u>EXPENSES based on nos. of call boxes</u>		228	228	228	228	228
New call boxes						
CALL BOX EQUIPMENT & MAINTENANCE						
6	New System Inst. & Maint.					
7	Existing System Maint. (incl. Knockdowns)	\$ 72,960	\$ 72,960	\$ 72,960	\$ 72,960	\$ 72,960
CALL BOX CELLULAR TELEPHONE CHARGES						
8	New System Cellular Network Start-up Charges					
9	Existing System Cellular Network charges	\$ 22,800	\$ 22,800	\$ 22,800	\$ 22,800	\$ 22,800
CALL ANSWERING						
10	Dispatch & Call Answering Equipment & Lease	\$ 835	\$ 872	\$ 912	\$ 953	\$ 995
11	CHP Call Answering	\$ 68,400	\$ 68,400	\$ 68,400	\$ 68,400	\$ 68,400
12	CAPITAL EQUIPMENT REPLACEMENT RESERVE	\$ 31,155	\$ 32,557	\$ 34,022	\$ 35,553	\$ 37,153
13	PROGRAMMING, OPERATIONS, & ANALYSIS	\$ 117,203	\$ 122,478	\$ 127,989	\$ 133,749	\$ 139,767
14	CONTINGENCY RESERVE (10%)	\$ 75,051	\$ 102,352	\$ 128,918	\$ 154,799	\$ 180,043
OTHER MOTORIST AID SYSTEMS						
15	Changeable message signs					
16	Freeway Service Patrol	\$ 10,450	\$ 10,920	\$ 11,412	\$ 11,925	\$ 12,462
17	DISABLED ACCESS - 911 CELLULAR TELEPHONES					
TOTAL EXPENSES		\$ 398,854	\$ 433,339	\$ 467,413	\$ 501,139	\$ 534,580
ANNUAL BALANCE		\$ 351,653	\$ 590,181	\$ 821,765	\$ 1,046,849	\$ 1,265,847

ANNEX N**ADOPT-A-HIGHWAY CALL BOX
GUIDELINES****I. Program Scope****A. Participants**

1. Individuals, businesses, corporations and organizations may participate. Political candidates and political action committees may not participate.
2. Cities, counties and other local agencies may participate when officially authorized by the local elected body. Cities, counties and local agencies submitting an Adopt-A-Call Box application must accompany it with a resolution from their respective boards authorizing participation in the program.
3. The Service Authority for Freeway Emergencies/Expressways (SAFE) cannot adopt a call box.

B. Types of Participation

Participation in the Adopt-A-Call Box program requires the establishment of a SAFE by the County Board of Supervisors. (See Annex A). Counties have legislative approval to establish a SAFE organization to administer a motorist aid call box system. Through the Department of Motor Vehicles, a \$1 fee is added to the vehicle registration in that county which allows the SAFE to organize and maintain a motorist aid call box system.

Participants may pay for the installation of a new call box in accordance with established guidelines or they may elect to pay for the maintenance and operation of an existing call box, or both. Participants shall pay a pre-determined fee to the local SAFE, which administers the call box program for the county or region. These fees may vary between SAFEs.

C. Recognition

1. Recognition for contributions may include, but is not limited to: media releases, recognition signs, information displays in rest areas or vista points and/or public advertisement.
2. Caltrans Districts are encouraged to issue press releases to recognize participants. Media events may be arranged to publicize one or more donors.
3. Courtesy signs will be limited to a 10 x 25.5 inches (250 x 640 mm) recognition panel. Size of recognition panel shall be in compliance with the attached sign specification SG25A. (See Annex C).

ANNEX N



Recognition panels shall have a white background. (At least half of the panel color should be white). Logos and lettering may include the tasteful use of colors and stylized lettering. However, the accumulated use of red, orange, or yellow for logos shall not exceed 30 percent of the entire panel area. The use of any fluorescent, neon, reflective or day glow colors is prohibited. The Traffic Operations Program Manager may approve exceptions to this policy.

The SAFE and Caltrans should review an accurate, scaled, and colored drawing before approval of any customized panel. Participants should be advised of this requirement before customized panels are made.

The display of any phone number on a recognition sign, including instances where the phone number is part of the adopter's name, is prohibited.

The use of street names incorporated into the adopter's name is also prohibited.

D. Restrictions and Controls

1. SAFE organizations will collect revenues from private donations and arrange for installation and maintenance of the call boxes. No individual or group of individuals may be permitted to do work at the call box site within California State right-of-way.
2. The identification and selection of potential call box sites will require consensus among Caltrans, CHP, and the SAFE. In accordance with federal guidelines, within a state, at least 20 percent of the call boxes displaying sponsorship logos shall be located outside urbanized areas with a population greater than 50,000.
3. Adoption of existing call boxes should be available on a first-come, first-serve basis. SAFEs should establish waiting lists for locations with interest by more than one

party. SAFEs should encourage parties on waiting lists to consider alternate locations.

4. SAFEs are encouraged to implement time limits for the terms of the adoption. The Adopt-A-Call Box program requires a minimum two-year commitment for participation.

II. Responsibilities

A. Caltrans HQ SAFE Coordinator

1. Provides technical support to District SAFE coordinators.
2. Assists District SAFE coordinators with guideline compliance of recognition sign proposals.
3. Assists District SAFE coordinator with issues and concerns regarding the program's policies.
4. Participates in California SAFE Committee meetings representing Caltrans.
5. Provides technical support to California SAFEs.

B. District SAFE Coordinator

1. Receives and coordinates referrals from District's Adopt-a-Highway coordinator.
2. Disseminates information about the program to prospective participants. Refers interested parties to the Local Agency SAFE Program Manager.
3. Assists SAFE with technical support. Provides SAFE with information regarding sign suppliers and specifications.
4. Works with HQ SAFE coordinator in developing policies related to new conditions within the program.
5. Reviews and approves proposed sign recognition panels.
6. Reviews and approves proposed call box installation locations.
7. Coordinates call box locations with neighboring districts.
8. Ensures call box spacing and location is in conformance with Table 1.

ANNEX N

Table N-1

Call Box Spacing

<u>Traffic Volumes (AADT)</u>	<u>Call Box Spacing (minimum)</u>
> 100,000	0.4 km to 0.8 km
40,000 to 100,000	0.8 km to 1.6 km
< 40,000	1.6 km or more

Determination of traffic volumes (AADT) will be based upon the most recent publication of Caltrans' Traffic Volumes on California State Highways.

The minimum call box spacing is required for new call box installations on Interstate Routes and expressways and on conventional highways with AADTs greater than 40,000.

Spacing of new call boxes on conventional highways with AADTs less than 40,000 may be random. Random spacing does not constitute a system but rather a service.

For all freeways and expressways, and for conventional highways with AADTs greater than 100,000, a call box must be placed on both sides of the highway. Both call boxes must be made operational on the same day.

On two-lane conventional highways with AADTs less than 40,000, a single call box installed on either side of the highway is acceptable.

On conventional highways with AADTs that range from 40,000 to 100,000, an individual assessment will be made by all of the partners to determine where the call boxes should be placed.

C. District Adopt-a-Highway Coordinator

1. Refers call box inquiries to District SAFE coordinator.
2. Assists District SAFE coordinator with program implementation.

D. District Permit Engineer

1. Works with District SAFE coordinator in the planning of the program.
2. Issues permit for call box installations including recognition signs.
3. Issues annual maintenance permit for the call boxes.

E. Local Agency SAFE Program Manager

1. Administers the Adopt-a-Call Box program for their respective area.
2. Includes the Adopt-a-Call Box program in their Implementation Plans.
3. Provides information materials to interested parties.
4. Collects revenues for installation, maintenance or operation of call boxes from donor.
5. Arranges for call box installation, maintenance and dispatching services.
6. Coordinates with CHP Communication Centers for call answering.
7. Orders, obtains, and arranges recognition sign installations.
8. Coordinates recognition press releases as necessary.
9. Coordinates with Caltrans District SAFE coordinator to ensure recognition signs comply with Caltrans requirements and specifications.
10. Prepares annual report of the Adopt-a-Call Box program.

Call Box System Implementation

As previously indicated, the selection of potential sites for adopted call boxes will require a consensus among Caltrans, the CHP, and the SAFE. Freeways and expressways with high AADTs are facilities with high exposure, making them attractive for prospective sponsorship. Other areas with less exposure might be ignored by sponsors. Selection and prioritization of new call boxes should be reviewed by all partners to ensure that gaps in coverage are kept to a minimum, and that proper consideration be given to service needs on isolated rural routes.

Minute Action

AGENDA ITEM: 40

Date: September 6, 2023

Subject:

Mount Vernon Viaduct Project Construction Management Award Contract No. 23-1002971

Recommendation:

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

A. Approve award of Contract No. 23-1002971 to Anser Advisory Management, LLC, for Project Management/Construction Management services for the Mount Vernon Viaduct Project in an amount not-to-exceed \$3,655,940.60.

B. Approve contingency in the amount of \$385,394.40 for Contract No. 23-1002971 and authorize the Executive Director, or his designee, to release contingency as necessary for the project.

Background:

The intent of this agenda item is to award a Project Management/Construction Management (PCM) contract for the Mount Vernon Viaduct Project. On June 7, 2023, San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board) approved the release of Request for Proposals (RFP) No. 23-1002971, so that staff could initiate the procurement process.

The RFP was released on Friday, June 23, 2023, through SBCTA's PlanetBids website, electronically announcing the procurement to approximately 590 firms. The solicitation was issued in accordance with Contracting and Procurement Policy No. 11000. Out of the 590 firms notified, 83 firms downloaded the RFP packet from PlanetBids identifying themselves as "bidder".

On June 27, 2023, Addendum No. 1 was released, providing copies of storm drain and street improvement plans. On July 25, 2023, Addendum No. 2 was released, extending proposal due date, revising Article XX Disadvantaged Business Enterprise participation in Section C of the sample contract, replacing Attachment E, and replacing all references to Caltrans 9-F form to 9-P.

On July 25, 2023, five proposals were received by the date and time specified in the RFP. The following is a summary of the events that transpired in the evaluation and selection process. The Procurement Manager conducted a responsiveness review and found four proposals responsive.

Summary of Evaluation Process

On July 27, 2023, four proposals were disseminated to all Evaluation Committee members. Copies of the Score Sheets and the Declaration of Impartiality and Confidentiality form were also distributed to the Committee members. The Evaluation Committee was comprised of three SBCTA staff.

On August 9, 2023, the Evaluation Committee convened to review, discuss and score the proposals according to the evaluation criteria, including the proposals' strengths and weaknesses. Committee members individually scored the proposals based on the following evaluation criteria: Qualifications, Related Experience and References of each Firm – 25 points, Proposed Staffing and Project Organization – 50 points, and Work Plan – 25 points.

Entity: San Bernardino County Transportation Authority

Board of Directors Agenda Item

September 6, 2023

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Based on the scoring, the firms were ranked in order of technical merit and a short-list was developed. The firms short-listed and invited to interview were Anser Advisory Management, LLC (Anser), Berg & Associates, Inc, Mark Thomas & Company, and PSOMAS. The qualifications and experience for all four firms were noted and discussed. Full detail of the scores is included in the Contract Audit File.

On August 17, 2023, interviews were conducted with the short-listed firms. At the completion of the interviews, the Evaluation Committee separately tabulated and scored each firm. The assigned weight for this procurement was 40% for the technical information and 60% for the interviews. The Evaluation Committee ranked Anser as the highest ranked proposer during the interview.

The Committee considered all firms qualified to perform the work specified in the RFP. As a result of a thorough review and assessment, the Evaluation Committee determined the highest ranked firm for this project is Anser for the following reasons: The firm was able to present and demonstrate their knowledge and experience through a well-written proposal and a very organized and methodical interview presentation. Anser was able to demonstrate their understanding of the project and present their unique approach to the project.

As a result of the highest ranking score based on the technical information and interview evaluations performed by the Evaluation Committee for this procurement, the Evaluation Committee recommends that the contract for PCM Services for the Mount Vernon Viaduct Project, Contract No. 23-1002971 be awarded to Anser. Evaluation forms, System for Award Management report and reference checks are located in the Contract Audit File.

Subsequent to the Evaluation Committee's recommendation for selection, staff negotiated the final cost and scope with the consultant. Staff recommends approval of Contract No. 23-1002971 with Anser for PCM on the Mount Vernon Viaduct Project for a total not-to-exceed amount of \$3,655,940.60. Staff is also recommending that the Board approve a contingency for Contract No. 23-1002971 in a not-to-exceed amount of \$385,394.40, and authorize the Executive Director, or his designee, to release contingency funds as necessary for the project.

Financial Impact:

This item is consistent with the Fiscal Year 2023/2024 Budget under Task No. 0860, Valley Major Streets, Sub-Task No. 0827.

Reviewed By:

This item has not received prior policy committee or technical advisory committee review. This item is presented directly to the Board without prior committee review to ensure continued PCM support as the design-build contractor is mobilizing for construction in September 2023. SBCTA General Counsel, Procurement Manager and Risk Manager have reviewed this item and the draft contract.

Responsible Staff:

Kristi Harris, Director of Project Delivery

Approved
Board of Directors
Date: September 6, 2023

Witnessed By:

Contract No:	<u>23-1002971</u>	Amendment No.:	<u> </u>
Contract Class:	<u>Payable</u>	Department:	<u>Project Delivery</u>
Vendor No.:	<u>03631</u>	Vendor Name:	<u>Anser Advisory Management, LLC</u>
Description:	Project Construction Management for Mount Vernon Viaduct		

Dollar Amount				
Original Contract	\$	3,655,940.60	Original Contingency	\$ 385,394.40
Prior Amendments	\$	-	Prior Amendments	\$ -
Prior Contingency Released	\$	-	Prior Contingency Released (-)	\$ -
Current Amendment	\$	-	Current Amendment	\$ -
Total/Revised Contract Value	\$	3,655,940.60	Total Contingency Value	\$ 385,394.40
	Total Dollar Authority (Contract Value and Contingency)			\$ 4,041,335.00

Board of Directors	Date: 09/06/2023	Board	Item # 9782
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Board of Directors Date: 09/06/2023 Board Item # 9782

Other Contracts		Sole Source?	No	No Budget Adjustment	
Federal/Local	Construction Management			Monthly	

[illegible]

Kristi Harris

Task Manager (Print Name)

CONTRACT NO. 23-1002971**BY AND BETWEEN****SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY****AND****ANSER ADVISORY MANAGEMENT LLC.****FOR****PROJECT MANAGEMENT/CONSTRUCTION MANAGEMENT (PCM) FOR MOUNT
VERNON VIADUCT**

This contract (referred to as “Contract” or “Agreement”), is made and entered into by and between the San Bernardino County Transportation Authority (“SBCTA” or “LOCAL AGENCY”) whose address is 1170 W. 3rd Street, 2nd Floor, San Bernardino, California 92410-1715; and Anser Advisory Management LLC (“CONSULTANT”) whose address is 2677 North Main Street, Suite 400, Santa Ana, Ca 92705. SBCTA and CONSULTANT are each a “Party” and 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 work 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 I. INTRODUCTION

- A. The work to be performed under this Contract is set forth in Exhibit A “Scope of Work” and Exhibit B “CONSULTANT’s Approved Cost Proposal” (“Cost Proposal”) dated August 22, 2023 (collectively the “Work” or “Services”).
- B. CONSULTANT and the agents and employees of CONSULTANT, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of SBCTA.
- C. Without the written consent of SBCTA, this Contract is not assignable by CONSULTANT either in whole or in part. SBCTA may assign its rights and obligations under this Contract in whole or in part to any related or successor agency. However, claims for money due or which become due to CONSULTANT from LOCAL AGENCY under this Contract may be assigned to a financial institution or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the LOCAL AGENCY.

- D. No alteration or variations of the terms of this Contract shall be valid, unless made in writing and signed by the Parties; and no oral understanding or agreement not incorporated herein shall be binding on any of the Parties.
- E. The consideration to be paid to CONSULTANT as provided in this Contract shall be in compensation for all of CONSULTANT's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.
- F. SBCTA's Project Manager for this Contract is Kristi Harris. The Procurement Manager delegates authority to issue the Notice to Proceed to SBCTA's Procurement Analyst.

ARTICLE II. PROJECT DESCRIPTION/SCOPE OF WORK

CONSULTANT agrees to perform the 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. The Work performed under this Contract shall be completed to the satisfaction of SBCTA, with its satisfaction being based on prevailing applicable professional standards. Scope of Work is sometimes referred to as Statement of Work in this Contract. The Scope of Work is more fully described in Exhibit A.

ARTICLE III. CONSULTANT'S REPORTS OR MEETINGS

- A. CONSULTANT shall submit progress reports to SBCTA at least once a month. The report should be sufficiently detailed for Contract Administrator to determine if CONSULTANT is performing to expectations and is on schedule, to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered so remedies can be developed.
- B. CONSULTANT's project manager shall meet with SBCTA's Contract Administrator, as needed, to discuss progress on the Contract.

ARTICLE IV. PERFORMANCE PERIOD

- A. This Contract shall go into effect on September 6, 2023, contingent upon approval by LOCAL AGENCY, and CONSULTANT shall commence work after notification to proceed by LOCAL AGENCY'S Contract Administrator. The Contract shall end on September 30, 2026, unless extended by contract amendment. At the sole discretion of the LOCAL AGENCY, the contract term may be extended in accordance with the provisions of Article XXXVIII.
- B. CONSULTANT is advised that any recommendation for contract award is not binding on LOCAL AGENCY until the Contract is fully executed and approved by LOCAL AGENCY.

ARTICLE V. ALLOWABLE COSTS AND PAYMENTS

- A. Total compensation to CONSULTANT for full and complete performance of the Work in compliance with all the terms and conditions of this Contract shall be on a Specified Rates of Compensation basis for all obligations incurred in, or application to, Consultant's performance of Work and for which CONSULTANT shall furnish all personnel, facilities, equipment, materials, supplies, and services (except as may be explicitly set forth in this Contract as furnished by SBCTA), and shall not exceed \$3,655,940.60 unless authorized by a contract amendment.
- B. CONSULTANT shall be paid at an agreed and supported specific fixed hourly, daily, weekly or monthly rate, for each class of employee engaged directly in the Work. Such rates of pay include the CONSULTANT's estimated costs and net fee (profit). The specific rates of compensation, except for an individual acting as a sole proprietor, are to include an hourly breakdown, direct salary costs, fringe benefits, indirect costs, and net fee as set forth in Exhibit B.
- C. Specific tasks have been assigned to CONSULTANT as identified in the attached Scope of Work.
- D. In addition, CONSULTANT will be reimbursed for incurred (actual) direct costs other than specific rates of compensation identified in Exhibit B.
- E. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in Exhibit B. Any travel expenses must be preapproved in writing by SBCTA and shall be reimbursed per diem 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 identified in Exhibit B or agreed to and approved by SBCTA as required under this Contract.
- F. When milestone cost estimates are included in Exhibit B, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from SBCTA's Project Manager before exceeding such cost estimate.
- G. Progress payments will be made monthly in arrears based on services provided and allowable costs incurred. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in the Scope of Work, SBCTA shall have the right to delay payment or terminate this Contract in accordance with the Termination provisions of this Contract.
- H. CONSULTANT shall not commence performance of Work until this Contract has been approved by SBCTA's Awarding Body, and a NTP has been issued by SBCTA's Procurement Analyst. No payment will be made prior to approval of any Work, nor for any Work performed prior to approval of this Contract.
- I. CONSULTANT will be reimbursed as promptly as fiscal procedures will permit upon receipt by SBCTA of an itemized invoice. Invoices shall be submitted no later than 45 calendar days after the performance of Work for which CONSULTANT is billing. Invoices shall follow the format stipulated by SBCTA and shall reference this contract number. Each invoice shall detail the Work performed on each milestone and each project as applicable. Credits due SBCTA that include any equipment purchased under this Contract must be reimbursed by

CONSULTANT prior to the expiration or termination of this Contract. Invoices shall follow the format stipulated by SBCTA and shall reference this Contract number and Project title. Invoices should be e-mailed to SBCTA at the following address:

ap@gosbcta.com

For large files over 30 megabytes, invoices can be submitted using this link:

<https://sanbag-lfweb.sanbag.ca.gov/Forms/Invoice-submission>

- J. CONSULTANT shall include a statement and release with each invoice, satisfactory to SBCTA, that CONSULTANT has fully performed the Work invoiced pursuant to this Contract for the period covered, that all information included with the invoice is true and correct and that all payments to and claims of CONSULTANT and its subconsultants for Work performed during the period will be satisfied upon making of such payment. SBCTA shall not be obligated to make payments to CONSULTANT until CONSULTANT furnishes such statement and release.
- K. All subcontracts in excess of \$25,000 shall contain the provisions of this Article.

ARTICLE VI. TERMINATION

- A. LOCAL AGENCY reserves the right to terminate this Contract upon thirty (30) calendar days written notice to CONSULTANT with the reasons for termination stated in the notice.
- B. LOCAL AGENCY may temporarily suspend this Contract, at no additional cost to LOCAL AGENCY, provided that CONSULTANT is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If LOCAL AGENCY gives such notice of temporary suspension, CONSULTANT shall immediately suspend its activities under this Contract. A temporary suspension may be issued concurrent with the notice of termination.
- C. LOCAL AGENCY may terminate this Contract with CONSULTANT should CONSULTANT fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, LOCAL AGENCY may proceed with the Work in manner deemed proper by LOCAL AGENCY. If LOCAL AGENCY terminates this Contract with CONSULTANT, LOCAL AGENCY shall pay CONSULTANT the sum due to CONSULTANT under this Contract prior to termination, unless the cost of completion to LOCAL AGENCY exceeds the funds remaining in the Contract, in which case the overage shall be deducted from any sum due CONSULTANT under this Contract and the balance, if any, shall be paid to CONSULTANT upon demand.

ARTICLE VII. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

- A. CONSULTANT agrees that the Contract Cost Principles and Procedures, 48 CFR Part 31, shall be used to determine the cost allow ability of individual items.
- B. CONSULTANT also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

- C. Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 2 CFR, Part 200 or 48 CFR Part 31, are subject to repayment by CONSULTANT to LOCAL AGENCY.

ARTICLE VIII. RETENTION OF RECORDS/AUDIT

- A. For the purpose of determining compliance with Government Code 8546.7, CONSULTANT, subconsultants, and LOCAL AGENCY shall maintain and make available for inspection all books, documents, papers, accounting records, Independent CPA Audited Indirect Cost Rate work papers, and other evidence pertaining to the performance of the Contract, including but not limited to, the costs, of administering the Contract. All parties, including the CONSULTANT's Independent CPA, shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the Contract. The state, State Auditor, LOCAL AGENCY, Federal Highway Administration (FHWA), or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of CONSULTANT and its certified public accountants' (CPA) work papers that are pertinent to the Contract and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

ARTICLE IX. AUDIT REVIEW PROCEDURES

- A. Any dispute concerning a question of fact arising under an interim or post audit of this Contract that is not disposed of by agreement, shall be reviewed by LOCAL AGENCY'S Chief Financial Officer.
- B. Not later than 30 days after issuance of the final audit report, CONSULTANT may request a review by LOCAL AGENCY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by LOCAL AGENCY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this Contract.
- D. CONSULTANT and subconsultant contracts, including cost proposals and ICR, are subject to audits or reviews such as, but not limited to, a contract audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the Contract, Cost Proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The Contract, Cost Proposal, and ICR shall be adjusted by CONSULTANT and approved by LOCAL AGENCY contract manager to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the Contract by this reference if directed by LOCAL AGENCY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, state or local governments (including LOCAL AGENCY) have access to CPA work papers, will be considered a breach of contract terms and cause for termination of the Contract and disallowance of prior reimbursed costs.

E. CONSULTANT's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review by Caltrans' Independent Office of Audits and Investigation (IOAI). IOAI, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONSULTANT and approved by the LOCAL AGENCY Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the CONSULTANT to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the Contract terms and cause for termination of the Contract and disallowance of prior reimbursed costs.

1. During IOAI's review of the ICR audit work papers created by the CONSULTANT's independent CPA, IOAI will work with the CPA and/or CONSULTANT toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely matter. If IOAI identifies significant issues during the review and is unable to issue a cognizant approval letter, LOCAL AGENCY will reimburse the CONSULTANT at an accepted ICR until a FAR compliant ICR (e.g., 48 CFR, part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials Audit Guide; and other applicable procedures and guidelines) is received and approved by IOAI. Accepted rates will be as follows:
 - a. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.
 - b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.
 - c. If the proposed rate is greater than two hundred (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.
2. If IOAI is unable to issue a cognizant letter per paragraph E.1. above, IOAI may require CONSULTANT to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. IOAI will then have up to six (6) months to review the CONSULTANT's and/or the independent CPA's revisions.
3. If the CONSULTANT fails to comply with the provisions of this Section E, or if IOAI is still unable to issue a cognizant approval letter after the revised independent CPA-audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this Contract.
4. CONSULTANT may submit to LOCAL AGENCY final invoice only when all of the following items have occurred: (1) IOAI accepts or adjusts the original or revised independent CPA-audited ICR; (2) all work under this Contract has been completed to the satisfaction of LOCAL AGENCY; and (3) IOAI has issued its final ICR review letter. The CONSULTANT must submit its final invoice to LOCAL AGENCY no later than 60

days after occurrence of the last of these items. The accepted ICR will apply to this Contract and all other contracts executed between LOCAL AGENCY and the CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

ARTICLE X. SUBCONTRACTING

- A. Nothing contained in this Contract or otherwise shall create any contractual relation between LOCAL AGENCY and any subconsultant(s), and no subcontract shall relieve CONSULTANT of its responsibilities and obligations hereunder. CONSULTANT agrees to be as fully responsible to LOCAL AGENCY for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by CONSULTANT. CONSULTANT's obligation to pay its subconsultant(s) is an independent obligation from LOCAL AGENCY'S obligation to make payments to the CONSULTANT.
- B. CONSULTANT shall perform the Work contemplated with resources available within its own organization and no portion of the Work pertinent to this Contract shall be subcontracted without written authorization by LOCAL AGENCY's Contract Administrator, except that which is expressly identified in the approval Cost Proposal.
- C. CONSULTANT shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to CONSULTANT by LOCAL AGENCY.
- D. All subcontracts entered into as a result of this Contract shall contain all the provisions stipulated in this Contract to be applicable to subconsultants.
- E. Any substitution of subconsultant(s) must be approved in writing by LOCAL AGENCY's Contract Administrator prior to the start of work by the subconsultant(s).
- F. Prompt Progress Payment:

CONSULTANT or subconsultant shall pay to any subconsultant, not later than fifteen (15) days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed CONSULTANT on account of the work performed by the subconsultants, to the extent of each subconsultant's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from CONSULTANT or subconsultant to a subconsultant, CONSULTANT or subconsultant may withhold no more than one hundred fifty percent (150) of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subconsultant, of 2 percent of the amount due per month for every month that payment is not made.

In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal. This clause applies to both DBE and non-DBE subconsultants.

ARTICLE XI. EQUIPMENT PURCHASE

- A. Prior authorization in writing by LOCAL AGENCY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.
- B. For purchase of any item, service or consulting work not covered in CONSULTANT's Cost Proposal and exceeding five thousand dollars (\$5,000), with prior authorization by LOCAL AGENCY's Contract Administrator, three competitive quotations must be submitted with the request, or the absence of proposal must be adequately justified.
- C. Any equipment purchased with funds provided under the terms of this Contract is subject to the following:
 - a. CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of five thousand dollars (\$5,000) or more. If the purchased equipment needs replacement and is sold or traded in, LOCAL AGENCY shall receive a proper refund or credit at the conclusion of the Contract, or if the Contract is terminated, CONSULTANT may either keep the equipment and credit LOCAL AGENCY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established LOCAL AGENCY procedures; and credit LOCAL AGENCY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by LOCAL AGENCY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by LOCAL AGENCY.
 - b. Regulation 2 CFR Part 200 requires a credit to Federal funds when participating equipment with a fair market value greater than five thousand dollars (\$5,000) is credited to the project.

ARTICLE XII. STATE PREVAILING WAGE RATES

- A. CONSULTANT and Subconsultants must register with the Department of Industrial Relations (DIR) pursuant to Labor Code §1725.5. Registration with DIR must be maintained throughout the entire term of this Contract, including any subsequent amendments.
- B. The CONSULTANT shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages in accordance with the General Prevailing Wage Rate Determinations available and on file with the Department of Transportation's Regional/District Labor Compliance Officer (<https://dot.ca.gov/programs/construction/labor-compliance>), as well as the Department of Industrial Relations website at <http://www.dir.ca.gov>. These wage rates are made a specific part of this Contract by reference pursuant to Labor Code §1773.2 and will be applicable to work performed at a construction project site. Prevailing wages will be applicable to all inspection work performed at LOCAL AGENCY construction sites, at LOCAL AGENCY facilities and at off-site locations that are set up by the construction contractor or one of its subcontractors solely and specifically to serve LOCAL AGENCY projects. Prevailing wage requirements do not apply to inspection

- work performed at the facilities of vendors and commercial materials suppliers that provide goods and services to the general public.
- C. CONSULTANT shall ensure that it and each of its subconsultant keeps accurate certified payroll records in accordance with Labor Code §1776 and 8 CCR §16000.
 - D. When prevailing wage rates apply, the CONSULTANT is responsible for verifying compliance with certified payroll requirements.
 - E. Eight (8) hours labor constitutes a legal day's work. Time of service of any worker employed by CONSULTANT or any of its Subconsultants for each calendar day during which such worker is required or permitted to work is restricted or limited to no more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week, except that work performed by employees in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day and forty (40) hours in any week, at not less than one and one-half (1.5) times the basic rate of pay, as provided in §1815. Any violation of this provision shall subject CONSULTANT to penalties as specified in Labor Code §1813.
 - F. Employment of Apprentices.
 - a. Where either the prime AGREEMENT or the subagreement exceeds thirty thousand dollars (\$30,000), the CONSULTANT and any subconsultants under him or her shall comply with all applicable requirements of Labor Code §§ 1777.5, 1777.6 and 1777.7 in the employment of apprentices.
 - b. CONSULTANTS and subconsultants are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior to commencement of work, CONSULTANT and subconsultants are advised to contact the DIR Division of Apprenticeship Standards website at <https://www.dir.ca.gov/das/>, for additional information regarding the employment of apprentices and for the specific journey-to- apprentice ratios for the AGREEMENT work. The CONSULTANT is responsible for all subconsultants' compliance with these requirements. Penalties are specified in Labor Code §1777.7.

ARTICLE XIII. CONFLICT OF INTEREST

- A. CONSULTANT shall disclose any financial, business, or other relationship with LOCAL AGENCY that may have an impact upon the outcome of this Contract, or any ensuing LOCAL AGENCY construction project. CONSULTANT shall also list current clients who may have a financial interest in the outcome of this Contract, or any ensuing LOCAL AGENCY construction project, which will follow.
- B. 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.
- C. CONSULTANT hereby certifies that neither CONSULTANT, nor any firm affiliated with CONSULTANT will bid on any construction contract, or on 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.

- D. 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 on any contract to provide construction inspection for any construction project resulting from this Contract.
- E. CONSULTANT is obligated to fully disclose to SBCTA, in writing, any conflict of interest issues as soon as they are known to CONSULTANT. CONSULTANT and its staff shall comply with SBCTA's Conflict of Interest Code.

ARTICLE XIV. 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 LOCAL AGENCY employee. For breach or violation of this warranty, LOCAL AGENCY 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 XV. PROHIBITION OF EXPENDING LOCAL AGENCY STATE OR FEDERAL FUNDS FOR LOBBYING

- A. CONSULTANT certifies to the best of his or her knowledge and belief that:
 - 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 any local, State or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or an 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, 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 agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Contract, CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- B. 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. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.
- C. CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed one hundred thousand dollars (\$100,000) and that all such sub-recipients shall certify and disclose accordingly.

ARTICLE XVI. NON-DISCRIMINATION AND STATEMENT OF COMPLIANCE

- A. CONSULTANT's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that CONSULTANT has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and 2 CCR § 8103.
- B. During the performance of this Contract, Consultant and its subconsultants 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 or veteran status, nor shall they unlawfully discriminate, harass, or allow harassment 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 or veteran status. Consultant and subconsultants shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- C. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (2 CC R § 110005 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in 2 CCR §§ 8100-8504, are incorporated into this Contract by reference and made a part hereof as if set forth in full.
- D. Consultant shall permit access by representatives of the Department of Fair Employment and Housing Act and the LOCAL AGENCY upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information in its facilities as said Department or LOCAL AGENCY shall require to ascertain compliance with this clause.
- E. Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- F. The Consultant shall comply with regulations relative to Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq. Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the state of California shall, on the basis of race, color, national origin, religion, sex, age, or disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- G. The CONSULTANT, with regard to the work performed by it during the Agreement shall act in accordance with regulations relative to non-discrimination in federally-assisted programs of the U.S. Department of Transportation (49 CFR Part 21 – Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, the Consultant shall not participate directly or indirectly in the discrimination prohibited by 49 CFR § 21.5, including employment practices and the selection and retention of Subconsultants.
- H. CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Contract.

- I. CONSULTANT, subrecipient or subconsultant will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. In administering the LOCAL AGENCY components of the DBE Program Plan, CONSULTANT, subrecipient or subconsultant will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

ARTICLE XVII. DEBARMENT AND SUSPENSION CERTIFICATION

- A. CONSULTANT's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that CONSULTANT has complied with Title 2 CFR, Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (nonprocurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to LOCAL AGENCY.
- B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining CONSULTANT responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.
- C. Exceptions to the Federal Government excluded parties (<https://sam.gov/content/home>) maintained by the U.S. General Services Administration are to be determined by the FHWA.

ARTICLE XVIII. FUNDING REQUIREMENTS

- A. It is mutually understood between the Parties that this Contract may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both Parties, in order to avoid program or fiscal delays that would occur if the Contract were executed after that determination was made.
- B. This Contract is valid and enforceable only if sufficient funds are made available to SBCTA for the purpose of this Contract. In addition, this Contract is subject to any additional restrictions, limitations, conditions, or any statute enacted by Congress, State Legislature, or SBCTA governing board that may affect the provisions, terms, or funding of this Contract in any manner.
- C. It is mutually agreed that if sufficient funds are not appropriated, this Contract may be amended to reflect any reduction in funds.
- D. SBCTA has the option to terminate the Contract under the 30-day cancellation clause or by mutual agreement, or to amend the Contract to reflect any reduction of funds.

ARTICLE XIX. CHANGE IN TERMS

- A. This Contract may be amended or modified only by mutual written agreement of the Parties.
- B. CONSULTANT shall only commence Work covered by an amendment after the amendment is executed and the NTP has been provided by SBCTA's Procurement Analyst.
- C. There shall be no change in CONSULTANT's Project Manager or members of the project team, as listed in the CONSULTANT's Approved Cost Proposal, without prior written approval of SBCTA.

ARTICLE XX. DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

- A. CONSULTANTS must give consideration to DBE firms as specified in 49 CFR, Part 26. If the Contract has a DBE goal, CONSULTANT must meet the DBE goal by using DBEs as subconsultants or documenting a good faith effort to have met the goal. CONSULTANT shall make work available to DBEs and select work parts consistent with available DBE subconsultants and suppliers. If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace the subconsultant with another DBE subconsultant if the goal is not otherwise met. A DBE may be terminated only with written approval by SBCTA and only for the reasons specified in 49 CFR 26.53(f). Prior to requesting SBCTA's consent for the proposed termination, CONSULTANT must meet the procedural requirements specified in 49 CFR 26.53(f).
- B. SBCTA, as a recipient of federal financial assistance, is required to implement a Disadvantaged Business Program in accordance with federal regulations at 49 CFR Part 26 issued by the U.S. Department of Transportation (DOT). The contract specific goal for this project pursuant to the CONSULTANT's Approved Cost Proposal is **20%**. Participation by DBE CONSULTANT or subconsultants shall be in accordance with information contained in Exhibit 10-O2: Consultant Contract DBE Commitment attached hereto and incorporated as part of the Contract. If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.
- C. CONSULTANT must furnish all documentation satisfactory to SBCTA that the work committed to DBEs was actually performed by DBEs. Requests for progress payments must include a summary of payments (Caltrans Form Exhibit 9-P) actually made to DBEs during the invoice period, which includes a total of all payments made to all subconsultants under this Contract. DBE participation shall be credited toward the overall DBE goal only when payments are actually made to the DBE firms. CONSULTANT shall submit on the Exhibit 9-P form per the Caltrans Exhibit 9-P Instructions. Upon completion of the Contract, CONSULTANT shall submit "Final Report-Utilization of Disadvantaged Business Enterprises--First Tier Subconsultants" Form 17-F with the final invoice. Failure to submit the required reports shall result in SBCTA imposing a penalty of \$100 per day, per report.
- D. CONSULTANT shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted Contract. Failure by CONSULTANT to carry out

these requirements is a material breach of this Contract, which may result in SBCTA exercising the right to impose administrative remedies, which shall include, but shall not be limited to the following: withholding of payment due to CONSULTANT equivalent to the difference between the actual DBE attainment and the Contract DBE goal; suspension of payment to CONSULTANT of any other monies held by SBCTA; and termination of the Contract, in whole or in part. The administrative remedies shall not apply if the CONSULTANT is able to demonstrate, to the satisfaction of SBCTA, that it exercised Good Faith Efforts in an attempt to meet the Contract DBE goal.

- E. SBCTA will bring to the attention of the DOT Operating Administration, in writing, any false, fraudulent, or dishonest conduct in connection with SBCTA's administration of Caltrans' DBE program, to enable the DOT Operating Administration to take the necessary and appropriate steps (e.g. referral to the Department of Justice for criminal prosecution, referral to the DOT Inspector General, or action under suspension and debarment or Program Fraud and Civil Penalties rules) as provided in Title 49 CFR, Part 26, Section 26.109. SBCTA also will consider similar action under its own legal authorities, including, but not limited to, responsibility determinations in future contracts.
- F. Any subcontract entered into as a result of this Contract shall contain all of the provisions of this Article.

ARTICLE XXI. 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 annul 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 XXII. DISPUTES

Prior to either party commencing any legal action under this Contract, the parties agree to try in good faith, to settle any dispute amicably between them. If a dispute has not been settled after a reasonable period of time of good-faith negotiations and as may be otherwise provided herein, then either party may commence legal action against the other.

- A. Any dispute, other than audit, concerning a question of fact arising under this Contract that is not disposed of by agreement shall be decided by a committee consisting of SBCTA's Procurement Analyst and SBCTA's Program Manager who may consider written or verbal information submitted by CONSULTANT.
- B. Not later than 30 days after completion of all deliverables necessary to complete the plans, specifications and estimate, CONSULTANT may request review by SBCTA's Executive Director of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by SBCTA's Executive Director

excuses CONSULTANT from full and timely performance in accordance with the terms of this Contract.

ARTICLE XXIII. INSPECTION OF WORK

CONSULTANT and any subconsultant shall permit SBCTA, the State, and the FHWA if federal participating funds are used in this Contract, to review and inspect the project activities and files at all reasonable times during the performance period of this Contract, including review and inspection on a daily basis.

ARTICLE XXIV. SAFETY

- A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by SBCTA and SBCTA representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while at the construction project site.
- B. Pursuant to the authority contained in Section 591 of the Vehicle Code, SBCTA has determined that such areas are within the limits of the Project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.
- C. Any subcontract entered into as a result of this Contract, shall contain all of the provisions of this Article.

ARTICLE XXV. INSURANCE

- A. 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 subcontractors of every tier performing any portion of the Work to procure and maintain such insurance as specified below:

1. Professional Liability. The policies must include the following:

- \$5,000,000 per claim limits
- \$10,000,000 in the aggregate for all claims.
 - 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 10 (10) years after Contract completion. The ten year clock starts when SBCTA issues the last payment under this contract.

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. SBCTA and CONSULTANT must be certificate holders and must be provided at least 30 days advance notice of cancellation, unless the cancellation is for non-payment, then at least 10 days advance notice of cancellation shall be provided. Where coverage is provided through the California State Compensation Insurance Fund, the requirement for a minimum A.M. Best rating does not apply.

3. Commercial General Liability. The policy must include the following:

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 11 85 or if unavailable then their respective substantially equivalent forms, to include completed operations coverage, and the following:

- \$7,000,000 per occurrence limit/\$7,000,000 in the aggregate for property damage or bodily injury
- \$2,000,000 per occurrence limit/\$2,000,000 in the aggregate for personal injury and advertising injury
- \$7,000,000 per occurrence limit for products/completed operations coverage. CONSULTANT shall maintain products and completed operations coverage for 10 years. All “tail coverage” time periods start from the issuance of the last payment under this contract. Coverage is to be on an “occurrence” form. “Claims made” and “modified occurrence” forms are not acceptable.
- An endorsement stating that any aggregate limits apply on a “per project” and on a “per location” basis.

- The project name must be indicated under “Description of Operations/Locations.”
 - The policy shall be endorsed to provide: “This insurance will be primary and noncontributory with any other insurance of the additional insureds.”
 - Shall have no endorsement or modification of the CGL limiting the scope of coverage for liability assumed under an insured contract.
 - The CGL policy shall not exclude coverage of contractual liability relating to railroads or shall be endorsed by ISO Form CG 24 17, or equivalent acceptable to SBCTA, to remove such exclusions to coverage.
 - Shall have no exclusion for professional services except the latest ISO form CG 22 79 or CG 22 80 or both; and include products and completed operations liability coverage for a period of not less than 10 years following the issuance of the last payment by SBCTA under this contract.
 - 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 all subs of any tier deductibles or self-insured retentions must be acceptable to SBCTA’s Risk Manager.
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.

5. Commercial Auto. The policy must include the following:

- Auto Liability limits of not less than \$5,000,000 each accident

- Combined Bodily Injury and Property Damage Liability insurance
- Coverage must include owned autos, hired or non-owned autos

The commercial automobile liability insurance shall be written on the most recent edition of ISO form CA 00 01 or equivalent acceptable to SBCTA and shall include, without limitation, contractual liability coverage and additional insured status for the Additional Insureds named below. CONSULTANT waives all rights of subrogation against the Additional Insureds named below, for recovery of loss, injury and/or damages to the extent such loss, injury and/or damages are covered by the commercial automobile liability insurance required herein. 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 the same waiver of subrogation in favor of all parties named as Additional Insureds below, and CONSULTANT.

6. Cyber Liability/Technology Professional Liability Errors and Omissions Insurance – Coverage shall be appropriate to the Consultant’s profession and work hereunder, with limits not less than \$2,000,000 per occurrence.
 - Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Consultant in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion and network security.
 - The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.
 - The Policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information “property” of SBCTA in the care, custody, or control of the CONSULTANT. If not covered under the CONSULTANT’s liability policy, such “property” coverage of SBCTA may be endorsed onto the CONSULTANT’s Cyber Liability Policy as covered property as follows:
 - Cyber Liability coverage in an amount sufficient to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information “property” of SBCTA that will be in the care, custody, or control of CONSULTANT.

7. Pollution Liability. Intentionally Omitted

B. General Provisions

1. Qualifications of Insurance Carriers 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.
2. Additional Insured Coverage. All policies, except those for Workers’ Compensation and Professional Liability insurance, shall name San Bernardino County Transportation Authority (SBCTA) and its’ officers, directors, members, employees, and agents, as

additional insureds (“Additional Insureds”). . The Indemnified Parties shall be named, by specific endorsement, as additional insureds using ISO form CG 20 10 11 85 or its substantially equivalent form(s), to include completed operations coverage. With respect to general liability arising out of or connected with work or operations performed by or on behalf of the CONSULTANT under this Contract, coverage for such Additional Insureds shall not extend to liability to the extent prohibited by section 11580.04 of the Insurance Code. The additional insured endorsements shall not limit the scope of coverage for SBCTA to vicarious liability, but shall allow coverage for SBCTA to the full extent provided by the policy.

3. Proof of Coverage. Evidence of insurance in a form acceptable to SBCTA’s Risk Manager, including 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.
4. Deductibles or 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. At the option of SBCTA, if the deductible or SIR 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 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.
5. CONSULTANT’s and Subconsultants’ Insurance Primary. All policies required to be maintained by the CONSULTANT or any subconsultant with the exception of Professional Liability, Cyber Liability, and Worker’s Compensation shall be endorsed to be primary coverage, and any coverage carried by any of the Additional Insureds named herein shall be excess and non-contributory.
6. Waiver of Subrogation Rights. To the fullest extent permitted by law, CONSULTANT hereby waives all rights of recovery under subrogation against the Additional Insureds

named herein, and any other consultant, subconsultant or sub-subconsultant performing work or rendering services on behalf of SBCTA, in connection with the planning, development and construction of the Project. To the fullest extent permitted by law, CONSULTANT shall require similar written express waivers and insurance clauses from each of its subconsultants of every tier. CONSULTANT shall require all of the policies and coverages required in this Article to waive all rights of subrogation against the Additional Insureds. Such insurance and coverages provided shall not prohibit CONSULTANT from waiving the right of subrogation prior to a loss or claim.

7. Cancellation. If any insurance company elects to cancel or non-renew coverage for any reason, CONSULTANT will provide SBCTA thirty (30) days prior written notice of such cancellation or nonrenewal. If the policy is cancelled for nonpayment of premium, CONSULTANT will provide SBCTA ten (10) days prior written notice. In any event, CONSULTANT will provide SBCTA with a copy of any notice of termination or notice of any other change to any insurance coverage required herein which CONSULTANT receives within one business day after CONSULTANT receives it by submitting it to SBCTA at 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.
8. 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 Subcontractor. 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.
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.

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.
11. Project Specific Insurance - All insurance coverage required to be provided by CONSULTANT, with the exception of professional liability, cyber 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.
12. 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.
13. 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 Contract Price pursuant to a Contract amendment.
14. 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 the amounts of insurance limits provided by sub-consultants 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 sub-consultant. CONSULTANT shall be held responsible for all modifications, deviations, or omissions in these insurance requirements as they apply to subconsultant.
15. 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.

16. Special Risks or Circumstances. SBCTA reserves the right to modify any or all of the above insurance requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

ARTICLE XXVI. INDEMNITY

- A. To the extent, but only to the extent, that CONSULTANT's Work falls within the scope of Civil Code Section 2782.8, the following indemnification is applicable:

CONSULTANT shall indemnify and defend (with legal counsel reasonably approved by SBCTA) San Bernardino County Transportation Authority and its' respective directors, officers, employees, agents, 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 to the maximum extent permitted by Civil Code Section 2782.8.

- B. For all other Work and obligations under this Contract, CONSULTANT agrees to indemnify, defend (with legal counsel reasonably approved by SBCTA) and hold harmless SBCTA and its' respective directors, officers, employees, agents ("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, and for any costs or expenses incurred by Indemnitees 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 an Indemnitee's "active" as well as "passive" negligence but does not apply to an Indemnitee's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.

ARTICLE XXVII. OWNERSHIP OF DATA

- A. Upon completion of all Work under this Contract, ownership and title to all reports, documents, plans, specifications, and estimates produced as part of this Contract will automatically be vested in SBCTA, and no further agreement will be necessary to transfer ownership to SBCTA. CONSULTANT shall furnish SBCTA all necessary copies as needed to complete the review and approval process.
- B. Additionally, it is agreed that the Parties intend this to be a Contract for services and each considers the products and results of the services to be rendered by CONSULTANT hereunder to be work made for hire. CONSULTANT acknowledges and agrees that the work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of SBCTA without restriction or limitation upon its use or dissemination by SBCTA.
- C. It is understood and agreed that all calculations, drawings and specifications, whether in hard copy or machine-readable form, are intended for one-time use in the construction of the Project for which this Contract has been entered into.

- D. CONSULTANT is not liable for claims, liabilities, or losses arising out of or connected with the modification or misuse by SBCTA of the machine-readable information and data provided by CONSULTANT under this Contract; further, CONSULTANT is not liable for claims, liabilities, or losses arising out of or connected with any use by SBCTA of the project documentation on other projects or additions to this project, or for the completion of this project by others, except only such use as may be authorized in writing by CONSULTANT.
- E. Applicable patent rights provisions regarding rights to inventions shall be included in the Contract as appropriate (48 CFR 27, Subpart 27.3, Patent Rights under Government Contracts for federal-aid contracts).
- F. SBCTA may permit copyrighting reports or other agreement products. If copyrights are permitted, the agreement shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the work for government purposes.
- G. Any subcontract in excess of \$25,000 entered into as a result of this Contract, shall contain all of the provisions of this Article.

ARTICLE XXVIII. CLAIMS FILED BY SBCTA's CONSTRUCTION CONTRACTOR

- A. If claims are filed by SBCTA's construction contractor relating to Work performed by CONSULTANT's personnel and additional information or assistance from CONSULTANT's personnel is required in order to evaluate or defend against such claims, CONSULTANT agrees to make its personnel available for consultation with SBCTA and legal staff, and for testimony, if necessary, at depositions, administrative proceedings, trial or arbitration proceedings.
- B. CONSULTANT's personnel that SBCTA considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from SBCTA. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for the CONSULTANT's personnel services under this Contract.
- C. Services of CONSULTANT's personnel in connection with SBCTA's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this Contract in order to resolve the construction claims.
- D. Any subcontract in excess of \$25,000 entered into as a result of this Contract, shall contain all of the provisions of this Article.

ARTICLE XXIX. CONFIDENTIALITY OF DATA

- A. All financial, statistical, personal, technical, or other data and information relative to SBCTA's operations which are designated confidential by SBCTA and made available to CONSULTANT in order to carry out this Contract shall be protected by CONSULTANT from unauthorized use and disclosure.
- B. Permission to disclose information on one occasion or at a public hearing held by SBCTA relating to the Contract shall not authorize CONSULTANT to further disclose such information or disseminate the same on any other occasion.

- C. CONSULTANT shall not comment publicly to the press or any other media, including social media, regarding the Contract or SBCTA's actions on the same, except to SBCTA's staff, CONSULTANT's own personnel involved in the performance of this Contract, at public hearings or in response to questions from a SBCTA Board Committee or other public meeting approved by SBCTA.
- D. CONSULTANT shall not issue any news release or public relations item of any nature whatsoever regarding Work performed or to be performed under this Contract without prior review of the contents thereof by SBCTA and receipt of SBCTA's written permission.
- E. 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 or except by court order. 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 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. If CONSULTANT or any of its officers, employees, or subcontractors does voluntarily provide information in violation of this Contract, SBCTA has the right to reimbursement and indemnity from CONSULTANT for any damages caused by CONSULTANT releasing the information, including, but not limited to, SBCTA's attorney's fees and disbursements, including without limitation experts' fees and disbursements.
- F. Any subcontract entered into as a result of this Contract shall contain all of the provisions of this Article.
- G. 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 XXX. 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, because of CONSULTANT's failure to comply with an order of a federal court that ordered CONSULTANT to comply with an order of the National Labor Relations Board.

ARTICLE XXXI. EVALUATION OF CONSULTANT

CONSULTANT's performance may be evaluated by SBCTA. A copy of the evaluation will be sent to CONSULTANT for comments. The evaluation together with the comments shall be retained as part of the Contract file. This information may be used when evaluating the firm on future proposal submittals.

ARTICLE XXXII. RETENTION OF FUNDS

- A. Any subcontract entered into as a result of this Contract shall contain all of the provisions of this Article.
- B. Retention.
 - 1. As partial security against CONSULTANT's failure to perform under this CONTRACT, SBCTA shall withhold a retention of five percent (5%) of the total amount of each invoice from CONSULTANT up to \$250,000. CONSULTANT may request in writing a reduction of retention to \$50,000 upon acceptable completion of at least 75% of the Work, as determined by SBCTA. All retained funds shall be released by SBCTA within sixty (60) calendar days after the last to occur of:
 - a. SBCTA's payment of the final invoice, unless SBCTA elects to audit CONSULTANT's records in accordance with this Contract. If SBCTA elects to audit, then retain funds shall be paid to CONSULTANT with thirty (30) calendar days of completion of the audit in an amount reflecting any adjustments required by the audit; or
 - b. final resolution of all Stop Notices, claims for payment and/or other claims arising out of the Work performed under the Contract.
 - 2. CONSULTANT, or subconsultant, shall return all monies withheld in retention from a subconsultant within thirty (30) days after receiving payment for Work satisfactorily completed and accepted including incremental acceptances of portions of the Work by SBCTA. Federal law (49 CFR 26.29) requires that any delay or postponement of payment over thirty (30) days may take place only for good cause and with SBCTA's prior written approval. Any violation of this provision shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or non-payment by CONSULTANT, deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE consultants and subconsultants.

ARTICLE XXXIII. RESPONSIBILITY OF CONSULTANT

- A. 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 CONSULTANT under the Contract. The Contract includes reference to the appropriate standards for design or other standards for Work performance stipulated in the Contract.
- B. 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, public safety, and environmental considerations. At any time during performance of the Scope of 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.

- C. Intentionally Omitted
- D. Intentionally Omitted
- E. Intentionally Omitted
- F. Intentionally Omitted

ARTICLE XXXIV. TECHNICAL DIRECTION

- A. 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:
 - 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.
 - 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.
 - 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.
 - 4. SBCTA 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 project 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.
- B. Technical Direction must be within the Scope of Work under this Contract. SBCTA does not have the authority to, and may not, issue any Technical Direction which:
 - 1. Increases or decreases the Scope of Work;
 - 2. Directs CONSULTANT to perform Work outside the original intent of the Scope of Work;

3. In any manner causes an increase or decrease in the Contract price as identified in this Contract, or the time required for Contract performance, unless expressly authorized by SBCTA policy;
 4. Changes any of the expressed terms, conditions or specifications of the Contract; unless identified herein;
 5. Interferes with the CONSULTANT's right to perform the terms and conditions of the Contract; or
 6. Approves any demand or claim for additional payment.
- C. Failure of CONSULTANT and SBCTA's Project Manager to agree that the Technical Direction is within the scope of the Contract, or a failure to agree upon the Contract action to be taken, shall be subject to the provisions of the "DISPUTES" Article herein.
- D. All Technical Direction shall be issued in writing by SBCTA's Project Manager.
- E. CONSULTANT shall proceed promptly with the performance of Technical Direction, in the manner prescribed by this Article and within their authority under the provisions of this Article. If, in the opinion of CONSULTANT, any instruction or direction by SBCTA falls within one of the categories defined in B.1. through B.6. of this Article, 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's Project Manager shall:
1. Advise CONSULTANT in writing within thirty (30) calendar days after receipt of the CONSULTANT's letter that the Technical Direction is or is not within the scope of this Contract.
 2. Advise CONSULTANT within a reasonable time whether SBCTA will or will not issue a written amendment.
- F. There shall be no changes in CONSULTANT's Key Personnel as identified herein, without prior written approval by SBCTA's Project Manager.

ARTICLE XXXV. 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's Project Manager. CONSULTANT shall not substitute any key personnel without the prior written consent of SBCTA's Project Manager. In the event that the Parties cannot agree as to the substitution of key personnel, SBCTA may terminate the Contract.

Key Personnel are:

Name	Job Classification/Function
Melanie Estes	Project Manager/Resident Engineer
Garrett Montoya	Railroad Coordinator
Greg Gwozdz	Assistant Resident Engineer
Scott Walker	Structures Representatives
Wendi Carducci	Field Inspector/Office Engineer
Gary Yeo	Project Controls
Javier Martinez	Structure Engineer

ARTICLE XXXVI. 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 XXXVII. ADDITIONAL TERMINATION PROVISIONS

- A. In addition to the terms of Article VI, the following provisions apply to termination of the Contract.
- B. 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 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.
 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 of this Contract.
 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.
 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.

- C. 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.
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.
 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.
- D. 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 or any damages because of such termination.

ARTICLE XXXVIII. OPTION TERMS

SBCTA at its sole discretion may extend the original term of the Contract by exercising up to two (2) one-year option terms. The maximum term of this Contract, including all option term(s) if exercised, will not exceed September 30, 2028.

ARTICLE XXXIX. ADDITIONAL PAYMENT TERMS.

A. ESCALATION.

Escalation shall be at a specific rate, as shown on the Bureau of Labor Statistics Employment Cost Index for Total Compensation for private industry workers, Table 5, Private Industry Workers, Occupational Group “Professional and Related” or its successor. The Employment Cost Index will be annually adjusted, apply to total benefits for the private industry economic sector, not be seasonally adjusted, but will include a 12-month percent change. Escalation shall commence as of September 30, 2024, and then shall be applied each September for the term of the Contract.

B. STATEMENT WITH INVOICES.

CONSULTANT shall include a statement and release with each invoice, satisfactory to SBCTA, that CONSULTANT has fully performed the Work invoiced pursuant to this Contract for the period covered, that all information included with the invoice is true and correct, and that all payments to and claims of CONSULTANT and its subconsultants for Work during the period will be satisfied upon the making of such payment. SBCTA shall not be obligated to make payments to CONSULTANT until CONSULTANT furnishes such statement and release.

C. JUNE INVOICES.

The invoice for Work performed in the month of June shall be submitted by July 10th.

ARTICLE XL. 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 XLI. 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 XLII. CONFLICT OF INTEREST CODE

See Article XIII.

ARTICLE XLIII. NOTIFICATION

All notices hereunder and communications regarding the interpretation of the terms of this Contract and changes thereto, shall be effected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

To ANSER ADVISORY MANAGEMENT LLC	To SBCTA
2677 North Main Street, Suite 400	1170 W. 3 rd Street, 2 nd Floor
Santa Ana, CA 92705	San Bernardino, CA 92410-1715
Attn: Melanie Estes, PE QSD, melanie.estes@anseradvisory.com	Attn: Kristi Harris kharris@gosbcta.com
Cc: Craig Halverson, craig.halverson@anseradvisory.com	cc: Procurement Manager procurement@gosbcta.com
Phone: (619) 565-5362	Phone: (909) 884-8276

ARTICLE XLIV. 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" provisions

in Articles VI and XXXVII.

ARTICLE XLV. CLAIMS FOR PAYMENT

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 XLVI. 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 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 XLVII. WARRANTY

CONSULTANT warrants, to the best of its professional information, knowledge and belief, 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 XLVIII. 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.

LOCAL AGENCY is not required to make any deductions or withholdings from the compensation payable to CONSULTANT under the provisions of the Contract, and is not required to issue W-2 Forms for income and employment tax purposes for any of CONSULTANT's assigned personnel.

Any third party person(s) employed by CONSULTANT shall be entirely and exclusively under the direction, supervision, and control of CONSULTANT. CONSULTANT hereby indemnifies and holds LOCAL AGENCY harmless from any and all claims that may be made against SBCTA based upon any contention by any third party that an employer-employee relationship exists by reason of this Contract.

ARTICLE XLIX. PROMPT PAYMENT FROM THE LOCAL AGENCY TO CONSULTANT

The LOCAL AGENCY shall make any progress payment within 30 days after receipt of an undisputed and properly submitted payment request from CONSULTANT or as promptly as fiscal procedures will permit. If SBCTA fails to pay promptly, SBCTA shall pay interest to CONSULTANT, which accrues at the rate of 10 percent per annum on the principal amount remaining due. Upon receipt of a payment request, SBCTA shall act in accordance with both of the following:

- A. Each payment request shall be reviewed by SBCTA as soon as practicable after receipt for the purpose of determining that the payment request is a proper payment request.
- B. Any payment request determined not to be a proper payment request suitable for payment shall be returned to CONSULTANT as soon as practicable, but not later than seven (7) days after receipt. A request returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the payment request is not proper.

ARTICLE L. ATTORNEYS' 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 LI. 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 LII. 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 LIII. PRECEDENCE

- A. The Contract consists of the Contract Articles, Exhibit A "Scope of Work," Exhibit B "CONSULTANT's Approved Cost Proposal," SBCTA's Request For Proposals and CONSULTANT's Proposal, all of which are incorporated into this Contract by this reference.
- B. The following order of precedence shall apply: first, the Contract Articles; second, Exhibits A and B; third, SBCTA's Request For Proposals; and last, CONSULTANT's Proposal.

- C. 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 LIV. 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 LV. 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 LVI. DRUG FREE WORKPLACE

CONSULTANT agrees to comply with the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.).

ARTICLE LVII. 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 LVIII. COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT

CONSULTANT shall comply with all applicable provisions of the Americans With Disabilities Act (42 U.S.C. § 12101 et seq.) in performing Work under this Contract.

ARTICLE LIX. 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 the Federal Awarding Agency and the appropriate EPA Regional Office. CONSULTANT agrees to include this requirement in all of its subcontracts which exceed \$100,000.

ARTICLE LX. TITLE VI ASSURANCES

CONSULTANT must adhere to the Title VI assurances listed below:

- A. During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONSULTANT) agrees as follows:
1. **Compliance with Regulations:** CONSULTANT shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.
 2. **Nondiscrimination:** CONSULTANT, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
 3. **Solicitations for Sub-agreements, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by CONSULTANT for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONSULTANT of the CONSULTANT'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
 4. **Information and Reports:** CONSULTANT shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the recipient or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, CONSULTANT shall so certify to the recipient or FHWA as appropriate, and shall set forth what efforts CONSULTANT has made to obtain the information.
 5. **Sanctions for Noncompliance:** In the event of CONSULTANT's noncompliance with the nondiscrimination provisions of this agreement, the recipient shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - i. withholding of payments to CONSULTANT under the Agreement within a reasonable period of time, not to exceed ninety days (90); and/or
 - ii. cancellation, termination or suspension of the Agreement, in whole or in part.

6. Incorporation of Provisions: CONSULTANT shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.
- B. CONSULTANT shall take such action with respect to any sub-agreement or procurement as the recipient or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONSULTANT becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONSULTANT may request the recipient enter into such litigation to protect the interests of the State, and, in addition, CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.
- C. During the performance of this Contract, the CONSULTANT, for itself, its assignees, and successors in interest (hereinafter referred to as the "CONSULTANT") agrees to comply with the following nondiscrimination statutes and authorities, including, but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex;
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination of the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately

high and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

D. All subcontracts shall contain the provisions of this Article.

ARTICLE LXI. ENTIRE DOCUMENT

- A. 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.
- B. 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.
- C. 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 LXII. CONTRACT

The two Parties to this Contract, who are the CONSULTANT and SBCTA, hereby agree that this Contract constitutes the entire agreement which is made and concluded in duplicate between the two Parties. Both of these Parties for and in consideration of the payments to be made, conditions mentioned, and Work to be performed, each agree to diligently perform in accordance with the terms and conditions of this Contract as evidenced by the signatures below.

-----SIGNATURES ARE ON THE FOLLOWING PAGE-----

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

**ANSER ADVISORY MANAGEMENT
LLC**

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

By: _____
Bryan Carruthers
President

By: _____
Dawn M. Rowe
President, Board of Directors

Date: _____

Date: _____

APPROVED AS TO FORM

By: _____
Gary Cooley
Chief Financial Officer

By: _____
Julianna K. Tillquist
General Counsel

Date: _____

CONCURRENCE

By: _____
Shaneka M. Morris
Procurement Manager

EXHIBIT A – “SCOPE OF WORK”

SCOPE OF WORK (SOW) - Mount Vernon Avenue Viaduct over BNSF Railway Intermodal Yard in the City of San Bernardino

Project Management Construction Management Consultant ("PCM" or "Consultant")

San Bernardino County Transportation Authority (SBCTA), in partnership with the City of San Bernardino (City), BNSF Railway Company (BNSF), Southern California Regional Rail Authority (SCRRA), National Railroad Passenger Corporation (Amtrak) (BNSF, SCRRA and Amtrak are collectively referred to as "Railroads"), Department of Transportation (Caltrans) and Federal Highway Administration (FHWA), is seeking to procure a comprehensive PCM consultant team to assist with the implementation of the Mount Vernon Avenue Viaduct over BNSF Railway Intermodal Yard in the City of San Bernardino Project (Project). In general, the PCM's role in completing this SOW for this project will require an inherent flexibility and cooperation that will best accommodate SBCTA, including City and Railroads as key advisors and approving agencies, to successfully complete this Project as one collaborative team. The PCM management team will require unique capabilities to jointly work together with the Railroads team, on behalf of SBCTA, to successfully manage the owner verification, construction oversight, and implementation of the Project.

This SOW uses the term Design Build (DB) throughout to reflect the primary contract for the design, demolition and construction (Contractor) of the Mount Vernon Avenue Viaduct over BNSF Railway Intermodal Yard in the City of San Bernardino. ***The PCM SOW is premised on all work related to the construction of the Project will be accomplished with SBCTA's existing DB contract.***

The PCM management team will require unique capabilities to jointly work together with the BNSF team, on behalf of SBCTA, to successfully manage the construction and implementation of the Project.

Due to schedule or funding constraints the selected Consultant will be required to initiate certain project services for later completion by the DB. Examples of these project services include design review of some project elements, coordination of Railroad work windows and requirements, utility relocations, etc. The selected Consultant may be required to initiate, update, and complete other project services. Examples of these project services include the update and completion of the Project Management Plan (PMP), project-wide safety program, project-wide testing program, etc. Selected Consultant shall work with SBCTA to define the project services where such strategies are applicable and beneficial to the Project.

The Consultant shall assist SBCTA, in coordination with City and Railroads, with the construction and general oversight of the Project. The Consultant will provide SBCTA with the agreed upon staff, resources, and expertise to manage the Project. This PCM SOW was written with the intent to describe all planned PCM services to be provided by the Consultant. However, situations may arise where the Consultant will be required to provide additional services not specifically defined in this SOW. SBCTA is receptive to innovative ideas or methods of performing these additional services and will look for the PCM to provide key advice to meet these challenges. The Consultant will be required to provide assistance to SBCTA, in

collaboration with City and Railroads as key team members, to provide these additional services and help assure the successful completion of the Project. The preliminary project schedule milestones are the following:

- Construction –Fall 2023 – August 2025
- Close-out DB – September 2025 – October 2025

It is expected that the PCM will staff the project adequately to meet project management, construction management, and contract management requirements, while understanding that the PCM's role in administering the DB contract allows for a leaner more broad-based approach in terms of staffing compared to a design-bid-build contract. The PCM is to utilize staff efficiently; and encouraged to have cross-trained staff to fill different roles, provided that the needs of the PCM contract are met.

As the DB contract is on-going prior to awarding of this PCM contract, the PCM might be required to perform transition activities not specifically listed in this SOW. The scope of these activities will be to provide continuity to the DB contract and to minimize delays and additional costs caused by the transition of the SOW from SBCTA to the PCM.

A. Project Management

Under SBCTA's direction, in coordination with City and Railroads, provide overall management of Project activities and support for contract management, project controls, utility relocation, construction, safety, quality, and other Project activities. These Project management responsibilities include overseeing the activities of the DB, agency coordination, and other contracts further defined in this SOW:

A.1 Project Management

Under SBCTA's direction:

- Represent SBCTA and be the contact for coordination and communication between SBCTA and the DB. Consultant will be the primary point of contact with SBCTA on all Project and contract-related matters;
- Plan and conduct meetings, cooperate and coordinate with stakeholder agencies including City, Railroads, Caltrans, FHWA, regional agencies, utilities, and municipalities;
- Coordinate and oversee Project activities and deliverables performed by the DB, and other contractors associated with the Project;
- Cooperate and coordinate with other SBCTA consultants, advisors, and contractors to develop as needed, monitor compliance with, and maintain a commitment register and log based on the commitments and obligations with City, Railroads, Federal, State, other Local agencies and Private Entity requirements contained in the environmental document and all applicable agreements.

A.2 Project Administration

Under SBCTA's direction, provide administrative personnel and perform general office management and administration for the duration of the PCM contract term. Administrative responsibilities include:

- Schedule meetings; prepare meeting agendas, minutes, and action items; provide Project standards and templates for Project communications; institute specific Project initiatives;
- Provide document control services throughout the Project duration; and
- Provide general office support at a future co-located field office for the PCM, SBCTA, City, Railroads and others as necessary.

A.3 Project Information

Consultant shall obtain and review relevant Project information and prepare documents, on an as-needed basis.

- Project Information

Obtain and review all available Project information including preliminary engineering, Project reports/briefs, presentations, plans, cost estimates, environmental documents, environmental technical studies, advance planning studies, cooperative agreements and other Project information provided by SBCTA, City, Railroads, and others.

- Project Deliverables and Reports
 - o In conjunction with SBCTA staff and its advisors, review and update the PMP per FHWA and Highway Bridge Replacement and Rehabilitation Program (HBP) guidelines, and any available template provided by SBCTA.
 - o In conjunction with SBCTA staff and its advisors, develop as needed, and maintain the required reporting updates and deliverables to FHWA, Caltrans, City, Railroads or other funding partners, or other status reports being produced by SBCTA.
- Project Close-Out Plan

Identify the requirements to effectively close-out the DB contract, including submittals of all record drawings, progress required to obtain substantial and final completion, necessary documentation, applications, data, submittals, and completion of all reports in compliance with Caltrans, City, Railroads, FHWA and HBP guidelines.

- Other Plans

Prepare other plans identified elsewhere in this SOW. Identify and prepare other plans as necessary to comply with local, state, or federal requirements or as directed by SBCTA.

A.4 Project Safety

Under SBCTA's direction, Consultant shall provide a Safety Engineer/Manager who will be responsible for overseeing Project safety including ensuring Project team and contractor compliance with Project safety requirements relevant to a future co-located field office and construction sites. Safety activities include but are not limited to:

- Develop as needed a Project-wide safety program. Provide and implement a Project oversight site safety plan and provide safety training for all owner oversight personnel on the Project. Provide Personal Protective Equipment (PPE), including hard hats and safety vests, for all owner oversight personnel who will be working on the Project site;
- Ensure compliance of the safety program with all federal, state and local laws including those of Occupational Safety and Health Administration, Railroads, SBCTA and local agencies and jurisdictions;
- Review various Project activities and work processes and perform periodic audits to assess general office and field safety and compliance with current best practices;
- Work with Railroads to merge their safety requirements and responsibilities with SBCTA and Consultant, and build one effective safety oversight program for the Project. Assure that roles and responsibilities, necessary oversight, and reporting requirements are established;
- Perform safety oversight of the DB:
 - o Verify implementation of the safety training by the DB for all Project staff, and assist the DB with training to office staff as required;
 - o Track DB's proper investigation and reporting of accidents;
 - o Monitor the DB provision of proper safety PPE to all DB personnel, and other Project personnel as required; and
 - o Regularly monitor and document or require documentation, from DB of safety meetings with set agendas as conducted by DB to document safety understanding and compliance. Oversee the investigation of accidents, report to SBCTA, City and Railroads, and recommend corrective actions to reduce risks and reoccurrence.

A.5 Owner Verification (OV)

Under SBCTA's direction, in coordination with SBCTA/City OV activities, Consultant shall be responsible for Project OV quality work to ensure DB contract compliance. On behalf of SBCTA, Consultant shall collaborate closely with City to cooperatively merge and integrate its quality responsibilities to implement an efficient OV program for the Project. Consultant shall provide the appropriate administrative support, staff and reporting requirements with the aim of streamlining effective OV procedures and avoiding duplicative efforts. Quality OV activities include but are not limited to:

- In coordination with SBCTA and City, the Consultant will finalize and maintain an OV Plan for the oversight of the DB contract. The OV Plan shall include:
 - o OV team organization and the clear delineation of roles and responsibilities between all identified parties related to all procurement, installation, and construction activities;
 - o Procedures for design changes and submittals reviews;
 - o Procedures for end-product OV assessments of completed work during construction;
 - o Procedures for source inspection and material testing verification;
 - o Procedures for process assessments of the DB Contractor's processes associated with construction and closeout;
 - o Procedures for auditing the DB Contractor's management plan implementations;
 - o Procedures for issuing, tracking and closing out nonconformances;
 - o Procedures for initiating and verifying corrective actions to be undertaken by the DB Contractor and verified by the Consultant; and
 - o Reporting on the status of the OV program.
- **DB Construction OV:** PCM staff will perform all construction related assessments, source inspection material certification reviews (METS), and field/lab testing reviews. PCM staff will provide source inspection and material testing verification and audit reports and report to the SBCTA/City Construction Managers. Upon review of the PCM construction reports, non-compliance findings, and other construction related issues the SBCTA/City Construction Managers will jointly collaborate with the PCM Construction Manager (Resident Engineer) and actively work to provide resolution and approval on behalf of SBCTA;

The Consultant is responsible for providing additional staffing, administrative and management support for DB construction OV efforts as appropriate.

A.6 Quality Management of the Consultant Work

A project specific quality management plan (QMP) shall be developed by the Consultant and submitted to SBCTA for review and approval. The QMP shall describe how QA and QC will be executed and managed by the Consultant for the Consultant's work. The following is a list of the content and scope of what the QMP shall contain:

Project Scope:

- Project summary description
- Summary scope of work
- Quality objectives
- List of deliverable documents

Project Team Qualifications, Organization, Staff, Roles and Responsibilities:

- A description of the minimum resource requirements for staff competence, skills, experience, and credentials. Organization chart showing project staff and lines of QA and QC authority and communications.
- List of project staff members, roles and responsibilities, including QC review and technical checking, Project Management, Project Quality Management and Technical Lead duties.

Quality Training:

- Quality training, including a training syllabus, schedule, and methods of tracking the staff that have been trained.

Scheduling of Quality Activities:

- Accounting for QA and QC activities in the PCM schedule that covers all QC technical checking, interdisciplinary reviews and verification, and internal QA audits.

SBCTA, City Reviews:

- Formal (SBCTA and City) review schedules (Peer Reviews and Constructability Reviews).
- Processes for review comments tracking, obtaining responses, resolution, checking of comment incorporation, and closure process.

Internal Reviews:

- Quality procedures related to review process for all deliverables.
- Technical review of Consultant produced documents and reports.

Management of Requirements:

- The process for the development and management of requirements for the duration of the project, including those from Caltrans, SBCTA and the City.
- Requirements management processes used to track design variation requests, and procedures for changes to the requirements as a result of approved design variances.

Quality Procedures for Project Controls:

- Project QA and QC procedures related to approved project scope changes and associated revisions to estimates and schedule.
- Project QA and QC procedures for configuration management against the baseline design.

Quality Control (QC) Procedures for Consultant produced work:

- Detailed QC procedures, including descriptions of process steps and documentation of processes for technical checking, QC reviews, and design verification. The procedures for technical checking will include as appropriate:
 - Checking of calculations and data
 - Checking of drawings and exhibits
 - Checking of specifications and contract documents
 - Checking of quantities and cost estimates
 - Review of studies or report-type documents
- Checklists to be used to verify: technical compliance; submittal contents; specifications compliance; calculations compliance; and milestone specific level of completion.

Quality Assurance (QA) Procedures for Consultant Produced Work:

- The processes for QA monitoring, surveillances, and audits of the internal QC activities, including when QA audits are to be conducted, and the QC activities and QC documentation to be audited.
- Processes for the management of the implementation of Corrective Action to internal and external QA audit non-conformances and findings.

Quality Documentation:

- Quality Records list or definition.
- Document Control procedures, including electronic files and project folders, submittal procedures, control of hardcopies, uploading of scanned hardcopy PDF files, document retention requirements, and the treatment of quality documents. This part of the Project QA/QC Plan may reference sections of a project management plan or document control plan.

A.7 Project Support and Other Services

- Consultant shall emphasize a focused effort, combined with strategic management personnel, to implement and continuously maintain a positive team environment and collaborative relationship with City and Railroads;
- Participate in the review of insurance claims involving incidents as they affect SBCTA and City and provide analyses, identify means to mitigate or resolve, and make recommendations for action by SBCTA;
- Actively participate and support a partnering program for the Project that has been established by the DB, which will use an independent facilitator to structure and conduct the program. The intent of this program is to build working relationships among all Project participants and stakeholders, including SBCTA, City, Railroads, Consultant, local jurisdictions, DB, and others to best facilitate the cooperation and relations between parties in meeting the Project objectives and successfully completing all Project work;
- Prior to the start of activities, organize, schedule, and conduct pre-activity meetings, with the DB, select agencies and utility companies that own the facility or will be impacted by the activity.
- Identify, define, and implement key Project initiatives that will benefit SBCTA, City, the community and the Project by improving work processes and reducing Project costs and resource requirements.
- Schedule, coordinate, and/or attend meetings, as required, and provide all necessary meeting materials (i.e., agendas, minutes, action items, reports and documents) necessary to support the Project management activities;
- In coordination with SBCTA, City and other project consultants, participate in internal meetings, prepare and provide information and project documents such as:
 - o HBP or other funding invoices,
 - o other project documents as needed.

Funding sources include federal HBP funds, SBCTA Measure I sales tax funds, and City funds; and

- Participate in planning meetings, provide information, prepare materials, and directly participate in formal presentations made to the SBCTA Board, City Council, FHWA, Caltrans, Railroads, and others directly related to project funding as directed by SBCTA.

A.8 Risk Management

- Obtain and review all available risk assessment information, including the risk register already developed by SBCTA and City that identifies risks, probability and severity of risk occurrence, proposed mitigation strategies, responsible parties, and mitigation timing.
- Perform ongoing Project risk identification and management activities by working with the various Project work groups, including the DB;
- Provide quarterly updates of the risk register showing resolution and mitigation of defined Project risks, identification of new risks, and required mitigation measures; and
- Provide all necessary reports and actions requested by SBCTA to support requests of City, Caltrans, Railroads, FHWA, or others in documenting adherence to all risk management requirements and practices.

B. Contract Management and Administration

Under SBCTA's direction, in coordination with City and Railroads, Consultant shall provide contracts management and administration services to monitor performance by the DB to the requirements of their contract and subcontractors contracts. This includes all aspects of the contract, for example, the Disadvantage Business Enterprise (DBE) subcontracting performance, labor compliance, administration of change management processes, and claims support on behalf of SBCTA.

Contract management services include:

B.1 Contract Management

- Provide contracts management services for the overall Project and its various contracts. This includes identification and allocation of staffing resources to accomplish specific contract administration tasks; integration and coordination with Project Staff on contract matters; and attendance at meetings to coordinate contract management-related activities and deliverables with the DB and stakeholder entities associated with the Project. Identify contract compliance issues for the DB contract, provide analyses, and make recommendations to resolve issues for SBCTA approval;
- Provide the systems and tools appropriate to track, monitor, document, and report on DB, environmental mitigation, and other contracts and the compliance to their respective contracts, and timing of actions, recommendations, and approvals;

- Coordinate, monitor and manage contract compliance between SBCTA and Consultant, providing communications and correspondence in addressing clarifications and amendments. Monitor compliance with Federal, State, Local agency and Railroads requirements including:
 - o Provide regular updates to audited overhead rates as requested by SBCTA, including those of Consultant and Subconsultants; and
 - o Demonstrate compliance with Consultant's contract commercial requirements, including invoicing content and format, allowable compensation, schedule adherence, insurance coverage requirements, etc. through submitted documentation.
- Schedule, coordinate, and attend meetings to support all Project-related contract administration activities, including, where appropriate, providing agenda, meeting minutes, and action item listings.

B.2 Contract Administration

- Maintain Project correspondence and communication procedures and protocols consistent with the requirements of the DB contract and monitor and document compliance to these requirements;
- Process DB correspondence according to the Project requirements in a timely manner to support SBCTA and stakeholder agency approvals;
- Review DB payment applications for compliance to contract requirements. Identify areas of concern and resolve with DB and SBCTA;
- Identify the amount of the final payment due to DB and assist SBCTA with processing any final contract changes and the resolution of any claims. Obtain evidence of certification of all lien releases, transfer of title to appropriate agencies, and certification of delivery of final record drawings to City and Railroads where appropriate. Secure and transmit to SBCTA all required turn-over items, including, but not limited to, guarantees, affidavits, releases, bonds, waivers, keys, manuals, and maintenance stock;
- Prepare final Project accounting and closeout reports of all reporting and document control systems. Organize all pertinent data, purge all files, and send to document control;
- Prepare the final documentation to release all liens and recommend final payment and release of bonds and retention;
- Provide the systems and tools to provide documentation and tracking of DB and Consultant's contract compliance;

- Prepare and issue SBCTA-directed CCOs in compliance with the DB contract requirements. Negotiate final terms with the DB to process the CCOs and seek any necessary external approvals as appropriate;
- Review and analyze contractor-initiated CCOs by DB. Negotiate final terms and process for approval by SBCTA and other stakeholder agencies, including City, Railroads, Caltrans and FHWA as appropriate;
- Perform regular review and documentation of DB communications for changes and claims, and report to SBCTA with recommendations and actions; and
- Provide reporting tools and CCO logs to properly track and monitor change notices, CCOs, and claims to identify trends and measure cost and schedule impacts.

B.3 Labor Compliance - Disadvantaged Business Enterprise (DBE)

Consultant shall monitor and document DBE compliance. Services include responding to contractor comments and providing technical assistance on all labor compliance requirements, as necessary. Labor compliance shall also include:

- Development of a "Federal On-the-Job Training (OJT) Participation" goal, as necessary, and ensure that all required OJT provisions, labor compliance forms, and applicable Federal prevailing wage determinations are included in the applicable contracts;
- Develop processes and procedures for labor compliance functions in accordance with State and Federal requirements and the Caltrans Local Assistance Procedures Manual;
- Develop planned labor compliance activities as part of the PMP, including roles and responsibilities;
- Determine and update the Federal general wage determinations, as necessary, based on wage rate amendments and the Federal "10-Day rule" found under 29 CFR Section 1.6(c) (3);
- Determine applicable State prevailing wage rate determinations applicable to the Project based on the Project's bid advertise date;
- Prepare a pre-bid meeting checklist designed to facilitate review of all labor compliance requirements including applicable prevailing wage requirements and potential proposers;
- Verify compliance with California's Department of Industrial Relations (DIR) requirements for labor compliance, including:

- o Provide technical guidance and coordinate with SBCTA to establish the appropriate reporting requirements and information necessary for the DIR to perform labor compliance on the Project;
- o Provide periodic audits of DB and subcontractor's compliance to DIR requirements and information needed for labor compliance monitoring;
- o Support SBCTA with coordinating with DIR, as necessary, on its performance of Project review audits and site interviews; and
- o Periodically review with SBCTA its compliance with State and Federal requirements for labor compliance.
- Observe and monitor DB and subcontractors labor relations with labor organizations on behalf of SBCTA, periodically review labor practices on the Project, and discuss labor issues with the DB and subcontractors, as appropriate, to mitigate potential for delays to Project completion. Make recommendations, as appropriate, on resolution of labor issues to SBCTA;
- Monitor DB, and other contractors for compliance with labor code requirements and provisions for labor harmony on the Project;
- Develop a DBE Contractor Performance Plan requirement for inclusion in the applicable contracts;
- Develop an annual DBE reporting update requirement for inclusion in the applicable contracts;
- Confirm contractor-claimed DBE participation crediting in conformance with 49 CFR Part 26 and Caltrans directives, including Commercially Useful Function (CUF) provisions;
- Review DB and subcontractors' DBE reports for accuracy and coordinate with contractors to reconcile discrepancies; and
- Provide oversight of DBE and labor compliance activities of the DB and subcontractors and general support to SBCTA, including compliance by the contractor with their DBE Performance Plan, and Federal, State, and Local requirements for prevailing wages and Davis-Bacon Act requirements.

B.4 Document Controls Management

- Under SBCTA's direction, in coordination with City and Railroads, Consultant shall provide, implement and maintain a SBCTA-Consultant document collaboration portal for all Project communications;

- Oversee integration of this electronic document collaboration portal, including administration, with the DB's document control systems;
- At the start of this Contract, incorporate documents compiled by SBCTA from the existing Contract between SBCTA and DB into the Project files;
- Provide ongoing document management and control of all DB and subcontractor submittals and correspondence. Integrate the DB and SBCTA document management procedures and tools in support of transmittal, submittal processing, and approval requirements. This activity will include all Project documentation for design reviews, Requests for Information (RFIs), and all other submittals. Maintain the tools, filing, storage, and retention of Project documentation following Caltrans' uniform filing system. Consultant shall assist and support SBCTA, Caltrans and other Project Team staff with the proper authorizations, instruction and use of the system to facilitate the effective document management throughout completion of the Project.

B.5 Survey & ROW Engineering

Under SBCTA's direction, in coordination with City and Railroads, Consultant shall provide surveying and related ROW work such as identification of ROW requirements, ROW acquisitions, easements and ROW engineering services as needed in support of OV of the Design-Builder's construction survey and to complete post-construction Record of Survey Tasks will consist of the following

- Verify and update a pre-construction record of survey for the ROW land net map in conformance with statutory requirements and to delineate limits of existing record ROW. The project surveyor will prepare a record of survey in conformance with existing standards by the County of San Bernardino,
- Survey Control - establish survey control,
- Additional survey control will be based on the horizontal datum established for the project's aerial mapping
- New control will be tied to existing survey control using GPS and terrestrial survey methods. This effort is based solely on establishing a 20 network for cadastral work that will be used for the right of way engineering effort. Incorporate elevations by GPS and/or trigonometric methods to all newly set control for future utility pothole and manhole locations Note Detailed topographic surveys for design purposes are to be done by the DB,
- Research of public records/maps including state, county, cities, and quasi-public agencies
- Field and office survey support on an as-needed basis to provide survey OV checks, and

- Provide a post-construction Record of Survey of the new ROW limits and record a post-construction Record of Survey for the land net in conformance with statutory requirements and to delineate limits of the new record ROW A record of survey will be submitted for review and filing by the County of San Bernardino
 - Set monuments at points on new right of way
 - File Records of Survey from Pre-Construction RS with new limits shown and the appropriate documentation

B.6 ROW Services

Under SBCTA's direction, in coordination with City and Railroads, Consultant shall provide a ROW Manager who will be responsible for the technical and administrative functions required to provide the necessary ROW Consultant shall analyze preliminary right of way requirements defined within the PA/ED documents to develop the RFP, Technical Provisions, and parcel delivery schedule that will maximize the available work areas for the DB and help facilitate completing the Project in a timely fashion according to the schedule

Currently, one outstanding parcel remains to be acquired. It is anticipated that one, possibly two, ROW certifications will be required and are included in this scope.

For initial budget estimating and planning purposes, assume one (1) remaining parcel and one (1), possibly two (2) ROW certifications. To date three (3) ROW packages have been certified. The remaining ROW certifications will include all remaining ROW acquisitions and utilities that were not included in previous packages.

All ROW shall be acquired in SBCTA's name and transferred upon project completion to City, BNSF or others, as needed ROW services include but are not limited to

- Overall coordination and management with SBCTA, City, Railroads, Caltrans, FHWA and the DB and assist with the development and implementation of the ROW program as needed, ROW program shall consider all types of permanent or temporary acquisition requirements and easements including utility easements, aerial easements, structure easements, maintenance easements, subsurface easements, foundation easements, etc.,
- Prepare ROW cost estimates, review status of overall ROW project budget when ROW cost estimates are updated regularly with Project Controls, SBCTA, City and Railroads management team,
- Considering the DB Project schedule, consultant shall provide all related property acquisition and negotiation services required for SBCTA to acquire property for the Project in a timely, efficient manner and at a reasonable cost including appraisal and review of appraisals, including all necessary environmental investigations and remediation,
- Provide, update and maintain an Excel based Right of Way Status Report
- Provide any necessary remaining ROW environmental investigations and remediation to support ROW acquisition services.
- Obtain, review and provide title reports and escrow documents, related utility documents, easement requirements, and ROW certification,

- Assess any proposed modifications or changes to the ROW proposed by the DB and provide investigations and analyses to help facilitate completing the Project; consultant is encouraged to provide innovative ideas, techniques, or proposed recommendations to SBCTA if it may benefit the ROW program and the Project as a whole,
- Provide ROW acquisition and relocation services under compliance with Federal, State, and Local laws and regulations, and in support of the Project's schedule as needed,
- Develop a hazardous materials work plan in compliance with Federal, State, Local and BNSF requirements, Provide oversight and coordination with the DB on the implementation of **work** plan and disposition of hazardous materials,
- Interim property management- negotiating month to month leases, collecting rents, providing maintenance services for the period between close of escrow and residential or business relocation
- Coordinate with the City on the vacation of appropriate street ROW as required for the Project (assumes one vacation application),
- Provide any necessary support of the Eminent Domain process including hearings, support materials and other requirements (assumes eminent domain support for 12 files),
- Perform all necessary Project close-out activities, in coordination with Caltrans, including ROW transfer from SBCTA to the various agencies, and working with SBCTA to determine the excess land disposition process and begin the disposition process as soon as practicable,

B.7 Railroads Coordination

- Oversee and support SBCTA's requirements with technical review and processing for approval of Railroads Construction and Maintenance Agreements based on Project schedule requirements
- Coordinate and facilitate Railroads approvals of DB submittals
- Oversee compliance with the plans and specifications by the DB with Railroads guidelines
- Oversee and coordinate with Railroads regarding all Project work affecting Railroads operations and the activities of the DB, including compliance with Railroads requirements for work around their track and operations (note: the Railroad has committed to providing flagging services for the duration of the project.)

C. Project Controls

Under SBCTA's direction, in coordination with City and Railroads, provide overall Project controls management, administration, and oversight services related to the cost, scheduling, estimating, and document management requirements for the PCM, DB, and other related Project contracts including the necessary plans, procedures, tools, processes, and tasks for ongoing planning, budgeting, and control of the Project. The specific Project controls activities planned include the following:

C.1 Project Controls Management

- Provide review and management of the budget, cost engineering, scheduling, estimating, and document controls processes and procedures. Review the monthly invoices for the DB to maintain conformance with the Work Breakdown Structure (WBS) cost structure;
- Provide monthly trend registers, cost, and schedule reports on Project performance in conjunction with the DB reporting requirements. Reporting will be provided in an agreed-upon format on activities with stakeholder and third-party agencies. Provide any other necessary documentation deemed required to support Project performance monitoring;
- Update and document changes in the Project processes and procedures as provided for in the PMP and submit, as necessary, for reviews and approvals by SBCTA, City, Railroads, Caltrans, and FHWA;
- Perform periodic reviews and analyses of the DB cost performance, as appropriate, to determine trends that may result in potential claim situations, and document such analyses and monitor trends; and
- Monitor and report, as necessary, SBCTA program costs that are external to PCM contract. This will include costs associated with the Project that are incurred through other agreements, in accordance with State, Federal, Local or Railroads requirements, or as otherwise defined under the PCM contract.

C.2 Cost Engineering

- Prepare monthly invoices for contract services with adequate budget allocation for actual costs incurred; check for compliance with contract compensation requirements; verify appropriateness of charges; and respond to SBCTA questions or comments on invoicing;

Develop budgeting for work tasks for Consultant activities; and provide progress and reporting support for internal management and client needs;

- Review monthly invoices /progress payments submitted by the DB as to compliance with contract requirements and progress achieved on the Project; and
- Coordinate development of reports related to SBCTA program costs that are external and internal to the PCM contract. Coordinate with DB to develop additional reports, as necessary.

C.3 Scheduling

- Provide schedule analyses, as required, to address schedule issues and concerns resulting from Project activities, either of SBCTA, and/or Consultant, or of the DB. In addressing issues, determine and recommend recovery actions, including resource and cash flow requirements;
- Review the DB design and construction schedule to monitor compliance with their contracts, and incorporate their schedules into the master program schedule. Provide analysis and document all schedule changes and their impacts to the baseline schedule, and request and analyze recommendations of DB recovery plans;
- Participate in weekly DB scheduling meetings to coordinate respective schedules, identify areas of schedule concern, monitor schedule performance, and track schedule alignment of weekly schedules to Project schedules;
- Schedule, coordinate, and attend meetings, as necessary, to support Project schedule activities, including preparation of agendas, meeting minutes, and action items; and
- Provide monthly schedule reports on Project performance in conjunction with DB reporting requirements. Provide any other necessary supports deemed required to support Project performance monitoring.

C.4 Cost Estimating

- Receive and evaluate requests for changes and/or substitutions by the DB. Contract Change Orders submitted to SBCTA shall be accompanied by recommendation. Where applicable, convey proposed changes to other stakeholders. If the requested changes are accepted, negotiate and prepare appropriate Contract Change Orders.
- Provide estimating support, as necessary, to review and analyze DB changes and value engineering proposals. Provide recommendations to SBCTA.

D. Construction Management

Under SBCTA's direction, in coordination with City and Railroads, provide Construction Management services for supporting construction OV administration and compliance to contract requirements by the DB. The Consultant shall provide administrative management, staff and related support services necessary to complement and facilitate effort as outlined within Section A.5. Consultant shall emphasize a focused effort, combined with strategic management personnel, to implement and continuously maintain a positive team environment and collaborative relationship with City and Railroads in efficiently and jointly performing construction OV tasks. These services include:

D.1 Construction Management

- Provide seasoned, experienced staff who have previously held the titles and done the job for which they are being proposed. This project is first and foremost bridge construction; the bridge is being constructed by a design-build contractor over an intermodal railroad facility.
- Organize, schedule and conduct a meeting that includes all agencies, utilities and DB that will be participating in the Project and other impacted projects within the limits of the Project. Provide all meeting support services such as meeting notices and meeting minutes;
- Provide and implement a construction management staffing plan that effectively integrates with City's and Railroads' roles, responsibilities, and staffing for the Project and provides the necessary resources and capabilities to oversee and monitor the quality of construction work performed by the DB. The staffing plan should strategically recognize City and Railroads' key roles as facility owners, Project advisors and approving agencies, hence, OV efforts should be performed together jointly in collaboration with PCM, SBCTA, City and Railroads staff as one team - functioning as one streamlined, cohesive OV effort and avoiding a duplication of staffing, efforts and reviews;
- Monitor the DB overall planning of construction activities to identify critical milestones and priorities, and to determine budget estimates and staffing requirements for the defined scope and schedule;
- Prepare and submit the monthly report of construction activity and progress that relates to DB progress and compliance to contract requirements;
- Field monitor DB construction activities and compliance to their safety plan. Note concerns or deficiencies immediately to DB for their implementation of corrective measures;
- Develop/implement a field issue resolution program, including issue identification and resolution by the DB, or other appropriate agencies;
- Observe and identify all potential changes in SOW based on DB activities, review all CCOs submitted, and perform required analyses and recommendations to SBCTA for disposition;
- Review work status and recommend to SBCTA when the Project is substantially complete. Prepare a summary of the status of the work of DB and a "punch list" of any incomplete work or work that does not conform to the contract documents. Coordinate and assist SBCTA, City and Railroads in conducting final inspections and oversee completion of all work. Recommend relief from maintenance to SBCTA for DB for all or portions of the Project; and

- Certify the amount of the final payment due to DB and assist SBCTA with the processing of any final contract changes and the resolution of any claims. Obtain evidence of certification of all lien releases, transfer of title to appropriate agencies, and certification of delivery of final record drawings to City and Railroads. Secure and transmit to SBCTA all required turn-over items, including, but not limited to, guarantees, warranties, affidavits, releases, bonds, waivers, keys, manuals, and maintenance stock.

D.2 Construction Services & Administration

- Serve as the primary liaison between Project team, ensuring timely and accurate distribution of information and materials;
- Establish and maintain Project records. Project record keeping shall include correspondence, memoranda, contract documents, RFIs, CCOs, claims, SBCTA directives, meeting minutes, shop drawings, supplementary drawings, review and approval of submittals, and quantity calculations, measurements and daily Extra Work Reports that support progress payments, and other pertinent documents. Consultant shall maintain a record of the names, addresses, and telephone and fax numbers of the Contractor, subcontractors, and principal material suppliers;
- Research and compile statistical information and related data and produce special or recurring reports and complete special projects as assigned; maintain and monitor the operating budget as directed;
- Establish and maintain document archiving and retrieval systems (both electronic and hard copy), prioritizing the flow of Project reports/correspondence, and ensuring timeliness in the handling, processing, and resolution of requests, requirements, or problems;
- Establish and maintain follow-up files and confidential files for Project team;
- Make recommendations for additions or revisions to existing Project practices and policies. Serve as focal point for gathering newly published policies and the dissemination of materials;
- Maintain the Project team meetings calendar. Assist Project team in coordinating meetings; and

D.3 Roadway Construction Oversight

- Monitor the overall planning of construction activities to identify critical milestones and priorities. Determine budget estimates and staffing requirements for the roadway work scope and schedule;
- Coordinate and conduct pre-construction and pre-activity meetings with the DB;

- Ensure compliance with the plans, specifications, shop drawings, and material data submittals by the DB; and keep necessary records pertaining to construction progress, and budget performance;
- Monitor the DB construction QC programs, including the adequacy of capability of QC resources. In accordance with the Consultant's approved OV Plan, perform construction process assessments of the DB construction QC and QA processes and management system audits of the implementation of construction-related activities against approved management plans. Oversee and provide, as necessary, notification to the DB of rejected work when the work or materials do not conform to the requirements of the Design-Build contract documents;
- Monitor compliance of DB safety plans and note concerns or deficiencies immediately to DB for their implementation of corrective measures;
- Support and assist with administration of OV oversight activities and their recording of daily progress of the Project with accurate and completed daily reports, including weather conditions, work performed, number of workers, problems encountered, and other relevant data. Maintain independent photographic log of the construction progress indexed and geolocated for easy retrieval;
- Review all detour, lane closure, temporary access, signing, delineation, and traffic management and control plan for compliance with contract TMP requirements and all safety laws and regulations. Notify any deficiencies to DB for their immediate correction and compliance. Communicate any special notices to the public outreach team;
- Observe and identify all potential changes in SOW based on DB activities, and review all CCOs submitted, perform required analyses, and present recommendations to SBCTA for disposition. Maintain separate log and files to document all potential and actual changes;
- Perform oversight and review of laboratory, shop, and mill test reports of materials and equipment, as needed;
- Monitor DB compliance to inspection and surveys of properties adjacent to the Project to monitor possible ground movement or structural damage to properties that may be caused by the works; and
- Monitor test and inspection records and noncompliance reports for satisfactory resolution of noncompliant work

D.4 Structures Construction Oversight

- SBCTA envisions a single person to fulfill the Structures Representative and Structures Construction Oversight role;

- Monitor the overall planning of construction activities to identify critical milestones and priorities. Determine budget estimates and staffing requirements for the structures work scope and schedule;
- Coordinate and conduct pre-construction and pre-activity meetings with the DB;
- Ensure compliance with the plans, specifications, shop drawings, and material data submittals by the DB; recommend, modify, interpret, and edit special provisions and prepare modification estimates; and keep necessary records pertaining to construction progress, and budget performance;
- Monitor the DB construction QC programs, including the adequacy of capability of QC resources. In accordance with the Consultant's approved OV Plan, perform construction process assessments of the DB construction QC and QA processes and management system audits of the implementation of construction related activities against approved management plans. Oversee and provide, as necessary, notification to the DB of rejected work when the work or materials do not conform to the requirements of the contract documents;
- Monitor compliance of DB safety plans and note concerns or deficiencies immediately to DB for their implementation of corrective measures;
- Oversee project-wide performance of construction inspection and OV oversight activities and their recording of daily progress of the Project with accurate and complete daily inspection reports, including weather conditions, work performed, number of workers, problems encountered, and other relevant data. Maintain independent photographic log of the construction progress indexed for easy retrieval;
- Perform oversight and review of laboratory, shop, and mill test reports of materials and equipment, as needed; Coordinate and oversee DB compliance with Railroads requirements for flagging and construction work windows.
- Monitor DB compliance with field investigation and surveys of properties adjacent to the Project to monitor possible ground movement or structural damage to properties that may be caused by the work; and
- Ensure that all test reports, records, and noncompliance reports are satisfactorily resolved.

D.5 Office Engineering

- Coordinate with DB for completion and submittal of final record drawings or as-built drawings. The record drawings and documents shall be prepared and submitted in conformance with the contract requirements;
- Monitor the DB's maintenance of a detailed photographic history of the Project in compliance with their Design-Build contract, including labels with location, direction of view, date, time, and any information of interest. Photographs shall be maintained in an electronic indexed album or SBCTA-approved software. Photographs shall include, but not be limited to, conditions prior to construction, during construction, changes to detours, barricade placement, disputed work, rejected work, and completed work;
- Coordinate between Design and Construction personnel to receive and distribute Project plans and documents, as needed;
- Perform general construction office duties relating to administration of construction contracts, such as processing extra work invoices, preparing progress estimates, and filing documents following Caltrans' uniform filing system;
- Review and incorporate project files compiled by SBCTA from the existing Contract between SBCTA and DB into the project files;
- Monitor DB compliance with plans, quality of work, and construction activity, including review of selection/use of computer-based processes to compile engineering data, horizontal and vertical alignments, curve computations, and preparation of as-built plans;
- For schedule/work activities where the need is identified, prepare quantity calculations and quantity sheets for payment purposes and review calculations prepared by Resident Engineer and Structure Representative teams;
- Prepare or assist in the preparation of CCOs for the purpose of making alterations, deviations, additions to, or deletions from the plans and specifications to ensure proper completion or construction of the contract by gathering critical information necessary and interpreting technical reports and data to determine a feasible solution;
- Resolve/close out RFIs and CCOs timely;
- Coordinate between field personnel in tracking and logging all field documents, including reports and daily Progress Reports;
- Track and document all safety procedures and reports;

- Track and document all environmental and stormwater pollution prevention related reports and inspections and coordinate with the environmental personnel on the Project;
- Track, monitor, and document all roadway closures on the Project;
- Develop, maintain, and update Project's contact matrix and assure posting and distribution to the Project's team;
- Provide the tracking and maintenance of Project work schedules, analyses, technical and production reports, and other documentation as required;
- Organize, prepare, and conduct field site investigations and visitations from SBCTA, City, Railroads, Caltrans, and FHWA personnel to confirm Project progress, conduct studies, or any other purpose; and
- Schedule, coordinate, and attend meetings, as necessary, to support Project oversight and construction activities, including the preparation of meeting materials, agendas, minutes, and action item list.
- Track mitigation costs and verify expenses for all right of way and railroad mitigation work.

Exhibit B
Cost/Price Form for Cost Plus Fixed Fee

40.e

Consultant Anser Advisory Management, LLC

Contract No. 23-1002971

Date 8/22/2023

Direct Labor Classification/Title	Key Personal	Hours	Labor Rate Range		Average Hourly Rate	Total Direct Labor
			Low	High		
Project Manager	Melanie Estes	434	151.44	162.23	\$156.83	\$68,064.22
Construction Manager	Greg Gwozdz	1,840	83.47	89.42	\$86.44	\$159,049.60
Railroad Coordinator	Garrett Montoya	496	101.66	108.90	\$105.28	\$52,218.88
Project Controls Manager	Gary Yeo	4,160	86.54	92.70	\$89.62	\$372,819.20
Office / Field Engineer	Wendi Carducci	4,160	50.00	65.00	\$57.50	\$239,200.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00

Labor Costs

a) Subtotal Direct Labor Costs	\$ 891,351.90
b) Anticipated Salary Increases (see page 2 for sample)	\$ 27,949.21
c) TOTAL DIRECT LABOR COSTS [(a)+(b)]	\$ 919,301.11

Fringe Benefits

d) Fringe Benefits (Rate <u> </u> %)	e) Total Fringe Benefits [(c)x(d)]	\$ -
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Indirect Costs

f) Overhead (Rate <u>114.950%</u> %)	g) Overhead [(c)x (f)]	\$ 1,056,736.63
h) General and Administrative (Rate <u> </u> %)	i) Gen & Admin [(c) x (h)]	\$ -
	j) Total Indirect Costs [(g)+(i)]	\$ 1,056,736.63

Fixed Fee (Profit)

n) (Rate <u>8.00%</u> %)	k) Fixed fee [(c) + (e) + (j)] x (n)	\$ 158,083.02
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Total Loaded Labor Costs

2,134,120.76

Other Direct Costs (ODC)

l) Travel/ Mileage Costs (supported by consultant actual costs)	\$ <u> </u>
m) Equipment Rental and Supplies (itemize)	\$ <u> </u>
n) Permit Fees (itemize), Plan sheets (each), Test Holes (each, Etc.	\$ <u> </u>
o) Subconsultant Costs (attach detailed cost proposal in same format as prime consultant estimate for each subconsultant)	\$ <u>1,521,819.84</u>
p) Total Other Direct Costs [(l) + (m) + (n) + (o)]	\$ 1,521,819.84
Total cost [(c) + (e) + (j) + (k) + (p)]	\$ 3,655,940.60

Notes:

- Employees subject to prevailing wage requirements to be marked with an *.

Attachment: Exhibit B - Cost Proposal (9782 : Mt Vernon Viaduct PCM Award Contract No. 23-1002971)

Consultant Anser Advisory Management, LL Contract No. 23-1002971 Date 8/22/2023

1. Calculate average hourly rate for 1st year of contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal Per Cost Proposal	Total Hours cost Proposal	Avg Hourly Rate	5year Contract Duration
\$891,351.90 /	11090	= \$ 80.37	Year 1 avg Hourly rate

2. Calculate hourly rate for all years (increase the Average Hourly rate for a year by proposed escalation%)

	Average hourly rate	Proposed Escalation			
Year 1	\$ 80.37 +	4%	=	\$ 83.58	Year 2 Avg Hourly Rate
Year 2	\$ 83.58 +	4%	=	\$ 86.92	Year 3 Avg Hourly Rate
Year 3	\$ 86.92 +	4%	=	\$ 90.40	Year 4 Avg Hourly Rate
Year 4	\$ 90.40 +	4%	=	\$ 94.02	Year 5 Avg Hourly Rate

3. Calculate estimated hour per year (multiply estimate % each year by total hours)

	Estimated % Completed Each year	Total Hours Per Cost Proposal	Total Hours per Year	
Year 1	38.0%	11090	= 4214.2	Estimated Hours Year 1
Year 2	46.0%	11090	= 5101.4	Estimated Hours Year 2
Year 3	16.0%	11090	= 1774.4	Estimated Hours Year 3
Year 4	*	11090	= 0.0	Estimated Hours Year 4
Year 5	*	11090	= 0.0	Estimated Hours Year 5
Total	100.0%	Total	= 11090	

4. Calculate Total Costs including Escalation (multiply average hourly rate by the number hours)

	Avg Hourly Rate (Calculated above)	Estimated hours (Calculated above)	Cost Per Year	
Year 1	\$ 80.37 *	4214.2	= \$ 338,695.25	Estimated Hours Year 1
Year 2	\$ 83.58 *	5101.4	= \$ 426,375.01	Estimated Hours Year 2
Year 3	\$ 86.92 *	1774.4	= \$ 154,230.85	Estimated Hours Year 3
Year 4	\$ 90.40 *	0.0	= \$ -	Estimated Hours Year 4
Year 5	\$ 94.02 *	0.0	= \$ -	Estimated Hours Year 5
Total Direct Labor Cost with Escalation =			\$ 919,301.11	
Direct Labor Subtotal before Escalation =			\$ 891,351.90	
Estimated Total of Direct Labor Salary Increase =			\$ 27,949.21	Transferred to page 1

Notes:

- This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
- This escalation calculation is for determining the total contract amount only. The actual allowable escalation is per Contract Section XXXIX Additional Payment Terms
- Estimated yearly percent completed from resource loaded schedule

Contract: 23-1002971			Date:		8/22/2023			
Detail Sheet								
Task Description			Consultant					
			Anser Advisory Management, LLC					
A	B	C	D	E	F	G	H	AI
Row	WBS Number	Drawing or Item of Work - Titles	Project Manager	Construction Manager	Railroad Coordinator	Project Controls Manager	Office / Field Engineer	Total Hours
1	09-2023	Construction	20.0	40.0	40.0	160.0	160.0	420.0
2	10-2023	Construction	20.0	40.0	40.0	160.0	160.0	420.0
3	11-2023	Construction	30.0	40.0	40.0	160.0	160.0	430.0
4	12-2023	Construction	30.0	40.0	40.0	160.0	160.0	430.0
5	01-2024	Construction	30.0	80.0	24.0	160.0	160.0	454.0
6	02-2024	Construction	16.0	80.0	24.0	160.0	160.0	440.0
7	03-2024	Construction	16.0	80.0	24.0	160.0	160.0	440.0
8	04-2024	Construction	16.0	80.0	24.0	160.0	160.0	440.0
9	05-2024	Construction	16.0	80.0	24.0	160.0	160.0	440.0
10	06-2024	Construction	16.0	80.0	24.0	160.0	160.0	440.0
11	07-2024	Construction	16.0	80.0	24.0	160.0	160.0	440.0
12	08-2024	Construction	16.0	80.0	24.0	160.0	160.0	440.0
13	09-2024	Construction	16.0	80.0	12.0	160.0	160.0	428.0
14	10-2024	Construction	16.0	80.0	12.0	160.0	160.0	428.0
15	11-2024	Construction	16.0	80.0	12.0	160.0	160.0	428.0
16	12-2024	Construction	16.0	80.0	12.0	160.0	160.0	428.0
17	01-2025	Construction	16.0	80.0	12.0	160.0	160.0	428.0
18	02-2025	Construction	16.0	80.0	12.0	160.0	160.0	428.0
19	03-2025	Construction	16.0	80.0	12.0	160.0	160.0	428.0
20	04-2025	Construction	16.0	80.0	12.0	160.0	160.0	428.0
21	05-2025	Construction	16.0	80.0	12.0	160.0	160.0	428.0
22	Jun-25	Construction	16.0	80.0	12.0	160.0	160.0	428.0
23	Jul-25	Construction	16.0	80.0	12.0	160.0	160.0	428.0
24	Aug-25	Construction	16.0	80.0	12.0	160.0	160.0	428.0
25	Sep-25	Closeout		40.0		160.0	160.0	360.0
26	Oct-25	Closeout		40.0		160.0	160.0	360.0
			434.0	1,840.0	496.0	4,160.0	4,160.0	
		Total Hours						11,090.0

Attachment: Exhibit B - Cost Proposal (9782 : Mt Vernon Viaduct PCM Award Contract No. 23-1002971)

Contract: 23-1002971			Date: 8/22/2023											
Detail Sheet														
Task Description					Consultant									
0					Anser Advisory Management, LLC									
A	B	C	D1	E	E1	F1	G1	H1	AI1	AJ	AK	AL	AM	
			\$ 156.83		\$ 86.44	\$ 105.28	\$ 89.62	\$ 57.50		114.95%	8.00%			
Row	WBS Number	Drawing or Item of Work - Titles	Project Manager	Construction Manager	Construction Manager	Railroad Coordinator	Project Controls Manager	Office / Field Engineer	Direct Labor Total	Overhead Cost	Fee	Total Labor Costs	Escalated Total Labor Cost	
1	09-2023	Construction	\$ 3,136.60	40.0	\$ 3,457.60	\$ 4,211.20	\$ 14,339.20	\$ 9,200.00	\$ 34,344.60	\$ 39,479.12	\$ 5,905.90	\$ 79,729.62	\$ 82,229.62	
2	10-2023	Construction	\$ 3,136.60	40.0	\$ 3,457.60	\$ 4,211.20	\$ 14,339.20	\$ 9,200.00	\$ 34,344.60	\$ 39,479.12	\$ 5,905.90	\$ 79,729.62	\$ 82,229.62	
3	11-2023	Construction	\$ 4,704.90	40.0	\$ 3,457.60	\$ 4,211.20	\$ 14,339.20	\$ 9,200.00	\$ 35,912.90	\$ 41,281.88	\$ 6,175.58	\$ 83,370.36	\$ 85,984.52	
4	12-2023	Construction	\$ 4,704.90	40.0	\$ 3,457.60	\$ 4,211.20	\$ 14,339.20	\$ 9,200.00	\$ 35,912.90	\$ 41,281.88	\$ 6,175.58	\$ 83,370.36	\$ 85,984.52	
5	01-2024	Construction	\$ 4,704.90	80.0	\$ 6,915.20	\$ 2,526.72	\$ 14,339.20	\$ 9,200.00	\$ 37,686.02	\$ 43,320.08	\$ 6,480.49	\$ 87,486.59	\$ 90,229.82	
6	02-2024	Construction	\$ 2,509.28	80.0	\$ 6,915.20	\$ 2,526.72	\$ 14,339.20	\$ 9,200.00	\$ 35,490.40	\$ 40,796.21	\$ 6,102.93	\$ 82,389.54	\$ 84,972.95	
7	03-2024	Construction	\$ 2,509.28	80.0	\$ 6,915.20	\$ 2,526.72	\$ 14,339.20	\$ 9,200.00	\$ 35,490.40	\$ 40,796.21	\$ 6,102.93	\$ 82,389.54	\$ 84,972.95	
8	04-2024	Construction	\$ 2,509.28	80.0	\$ 6,915.20	\$ 2,526.72	\$ 14,339.20	\$ 9,200.00	\$ 35,490.40	\$ 40,796.21	\$ 6,102.93	\$ 82,389.54	\$ 84,972.95	
9	05-2024	Construction	\$ 2,509.28	80.0	\$ 6,915.20	\$ 2,526.72	\$ 14,339.20	\$ 9,200.00	\$ 35,490.40	\$ 40,796.21	\$ 6,102.93	\$ 82,389.54	\$ 84,972.95	
10	06-2024	Construction	\$ 2,509.28	80.0	\$ 6,915.20	\$ 2,526.72	\$ 14,339.20	\$ 9,200.00	\$ 35,490.40	\$ 40,796.21	\$ 6,102.93	\$ 82,389.54	\$ 84,972.95	
11	07-2024	Construction	\$ 2,509.28	80.0	\$ 6,915.20	\$ 2,526.72	\$ 14,339.20	\$ 9,200.00	\$ 35,490.40	\$ 40,796.21	\$ 6,102.93	\$ 82,389.54	\$ 84,972.95	
12	08-2024	Construction	\$ 2,509.28	80.0	\$ 6,915.20	\$ 2,526.72	\$ 14,339.20	\$ 9,200.00	\$ 35,490.40	\$ 40,796.21	\$ 6,102.93	\$ 82,389.54	\$ 84,972.95	
13	09-2024	Construction	\$ 2,509.28	80.0	\$ 6,915.20	\$ 1,263.36	\$ 14,339.20	\$ 9,200.00	\$ 34,227.04	\$ 39,343.98	\$ 5,885.68	\$ 79,456.70	\$ 81,948.15	
14	10-2024	Construction	\$ 2,509.28	80.0	\$ 6,915.20	\$ 1,263.36	\$ 14,339.20	\$ 9,200.00	\$ 34,227.04	\$ 39,343.98	\$ 5,885.68	\$ 79,456.70	\$ 81,948.15	
15	11-2024	Construction	\$ 2,509.28	80.0	\$ 6,915.20	\$ 1,263.36	\$ 14,339.20	\$ 9,200.00	\$ 34,227.04	\$ 39,343.98	\$ 5,885.68	\$ 79,456.70	\$ 81,948.15	
16	12-2024	Construction	\$ 2,509.28	80.0	\$ 6,915.20	\$ 1,263.36	\$ 14,339.20	\$ 9,200.00	\$ 34,227.04	\$ 39,343.98	\$ 5,885.68	\$ 79,456.70	\$ 81,948.15	
17	01-2025	Construction	\$ 2,509.28	80.0	\$ 6,915.20	\$ 1,263.36	\$ 14,339.20	\$ 9,200.00	\$ 34,227.04	\$ 39,343.98	\$ 5,885.68	\$ 79,456.70	\$ 81,948.15	
18	02-2025	Construction	\$ 2,509.28	80.0	\$ 6,915.20	\$ 1,263.36	\$ 14,339.20	\$ 9,200.00	\$ 34,227.04	\$ 39,343.98	\$ 5,885.68	\$ 79,456.70	\$ 81,948.15	
19	03-2025	Construction	\$ 2,509.28	80.0	\$ 6,915.20	\$ 1,263.36	\$ 14,339.20	\$ 9,200.00	\$ 34,227.04	\$ 39,343.98	\$ 5,885.68	\$ 79,456.70	\$ 81,948.15	
20	04-2025	Construction	\$ 2,509.28	80.0	\$ 6,915.20	\$ 1,263.36	\$ 14,339.20	\$ 9,200.00	\$ 34,227.04	\$ 39,343.98	\$ 5,885.68	\$ 79,456.70	\$ 81,948.15	
21	05-2025	Construction	\$ 2,509.28	80.0	\$ 6,915.20	\$ 1,263.36	\$ 14,339.20	\$ 9,200.00	\$ 34,227.04	\$ 39,343.98	\$ 5,885.68	\$ 79,456.70	\$ 81,948.15	
22	45809	Construction	\$ 2,509.28	80.0	\$ 6,915.20	\$ 1,263.36	\$ 14,339.20	\$ 9,200.00	\$ 34,227.04	\$ 39,343.98	\$ 5,885.68	\$ 79,456.70	\$ 81,948.15	
23	45839	Construction	\$ 2,509.28	80.0	\$ 6,915.20	\$ 1,263.36	\$ 14,339.20	\$ 9,200.00	\$ 34,227.04	\$ 39,343.98	\$ 5,885.68	\$ 79,456.70	\$ 81,948.15	
24	45870	Construction	\$ 2,509.28	80.0	\$ 6,915.20	\$ 1,263.36	\$ 14,339.20	\$ 9,200.00	\$ 34,227.04	\$ 39,343.98	\$ 5,885.68	\$ 79,456.70	\$ 81,948.15	
25	45901	Closeout	\$ -	40.0	\$ 3,457.60	\$ -	\$ 14,339.20	\$ 9,200.00	\$ 26,996.80	\$ 31,032.82	\$ 4,642.37	\$ 62,671.99	\$ 64,637.13	
26	45931	Closeout	\$ -	40.0	\$ 3,457.60	\$ -	\$ 14,339.20	\$ 9,200.00	\$ 26,996.80	\$ 31,032.82	\$ 4,642.37	\$ 62,671.99	\$ 64,637.13	
			\$68,064.22	1,840.0	\$159,049.60	\$52,218.88	\$372,819.20	\$239,200.00						
Total Hours									\$891,351.90	\$ 1,024,609.01	\$153,276.87	\$ 2,069,237.78	\$2,134,120.76	

Attachment: Exhibit B - Cost Proposal (9782 : Mt Vernon Viaduct PCM Award Contract No. 23-1002971)

Cost/Price Form for Cost Plus Fixed Fee

40.e

Consultant Coast Surveying, Inc.

Contract No. 23-1002971

Date 8/22/2023

Direct Labor Classification/Title	Key Personal	Hours	Labor Rate Range		Average Hourly Rate	Total Direct Labor
			Low	High		
Survey Manager	Ruel del Castillo, PLS	120	100.00	104.00	\$102.00	\$12,240.00
Project Surveyor	Kurt Hoehn, PLS	0	75.00	78.00	\$76.50	\$0.00
Project Surveyor	Gwen del Castillo, PLS	0	67.00	69.68	\$68.34	\$0.00
Project Surveyor	Joaquin Rice, PLS	0	62.00	64.48	\$63.24	\$0.00
Field Coordinator	Kevin Counts	0	63.56	66.10	\$64.83	\$0.00
Survey Analyst	Antonio Garcia	0	44.00	45.76	\$44.88	\$0.00
Certified Party Chief	Staff	326	63.56	66.10	\$64.83	\$21,134.58
Chainman	Staff	326	55.28	57.49	\$56.39	\$18,383.14
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00

Labor Costs

- a) Subtotal Direct Labor Costs
b) Anticipated Salary Increases (see page 2 for sample)

\$ \$51,757.72
\$ 1,624.54

c) **TOTAL DIRECT LABOR COSTS** [(a)+(b)] \$ 53,382.26

Fringe Benefits

- d) Fringe Benefits (Rate 97.520% %)

e) **Total Fringe Benefits** [(c)x(d)] \$ 52,058.38

Indirect Costs

- f) Overhead (Rate 28.690% %)
h) General and Administrative (Rate 51.410% %)

g) Overhead [(c)x (f)] \$ 15,315.37
i) Gen & Admin [(c) x (h)] \$ 27,443.82

j) **Total Indirect Costs** [(g)+(i)] \$ 42,759.19

Fixed Fee (Profit)

- n) (Rate 8.00% %)

k) **Fixed fee** [(c) + (e) + (j)] x (n) \$ 11,855.99

Total Loaded Labor Costs

160,055.82

Other Direct Costs (ODC)

- l) Travel/ Mileage Costs (supported by consultant actual costs)
m) Equipment Rental and Supplies (itemize)
n) Permit Fees (itemize), Plan sheets (each), Test Holes (each, Etc.
o) Subconsultant Costs (attach detailed cost proposal in same format as prime consultant estimate for each subconsultant

AT COST \$
AT COST \$
AT COST \$
AT COST IF ANY \$

p) **Total Other Direct Costs** [(l) + (m) + (n) + (o)] \$ -
Total cost [(c) + (e) + (j) + (k) + (p)] \$ 160,055.82

Notes:

- Employees subject to prevailing wage requirements to be marked with an *.

Attachment: Exhibit B - Cost Proposal (9782 : Mt Vernon Viaduct PCM Award Contract No. 23-1002971)

Consultant Coast Surveying, Inc. Contract No. 23-1002971 Date 8/22/2023

1. Calculate average hourly rate for 1st year of contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal Per Cost Proposal	Total Hours cost Proposal	Avg Hourly Rate	5year Contract Duration
\$ 51,757.72 /	772 =	\$ 67.04	Year 1 avg Hourly rate

2. Calculate hourly rate for all years (increase the Average Hourly rate for a year by proposed escalation%)

Average hourly rate	Proposed Escalation				
Year 1 \$ 67.04 +	4%	=	\$ 69.72	Year 2 Avg Hourly Rate	
Year 2 \$ 69.72 +	4%	=	\$ 72.51	Year 3 Avg Hourly Rate	
Year 3 \$ 72.51 +	4%	=	\$ 75.41	Year 4 Avg Hourly Rate	
Year 4 \$ 75.41 +	4%	=	\$ 78.43	Year 5 Avg Hourly Rate	

3. Calculate estimated hour per year (multiply estimate % each year by total hours)

Estimated % Completed Each year	Total Hours Per Cost Proposal	Total Hours per Year	
Year 1 38.0% *	772 =	293.4	Estimated Hours Year 1
Year 2 46.0% *	772 =	355.1	Estimated Hours Year 2
Year 3 16.0% *	772 =	123.5	Estimated Hours Year 3
Year 4 *	772 =	0.0	Estimated Hours Year 4
Year 5 *	772 =	0.0	Estimated Hours Year 5
Total 100.0%	Total	772	

4. Calculate Total Costs including Escalation (multiply average hourly rate by the number hours)

Avg Hourly Rate (Calculated above)	Estimated hours (Calculated above)	Cost Per Year	
Year 1 \$ 67.04 *	293.4 =	\$ 19,666.85	Estimated Hours Year 1
Year 2 \$ 69.72 *	355.1 =	\$ 24,758.97	Estimated Hours Year 2
Year 3 \$ 72.51 *	123.5 =	\$ 8,956.44	Estimated Hours Year 3
Year 4 \$ 75.41 *	0.0 =	\$ -	Estimated Hours Year 4
Year 5 \$ 78.43 *	0.0 =	\$ -	Estimated Hours Year 5
Total Direct Labor Cost with Escalation =		\$ 53,382.26	
Direct Labor Subtotal before Escalation =		\$ 51,757.72	
Estimated Total of Direct Labor Salary Increase =		\$ 1,624.54	Transferred to page 1

Notes:

- This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
- This escalation calculation is for determining the total contract amount only. The actual allowable escalation is per Contract Section XXXIX Additional Payment Terms
- Estimated yearly percent completed from resource loaded schedule

Contract: 23-1002971			Date: 8/22/2023								
Detail Sheet											
Task Description			Consultant								
			Coast Surveying, Inc.								
A	B	C	D	E	F	G	H	I	J	K	AI
Row	WBS Number	Drawing or Item of Work - Titles	Survey Manager	Project Surveyor	Project Surveyor	Project Surveyor	Field Coordinator	Survey Analyst	Certified Party Chief	Chairman	Total Hours
1	09-2023	Construction	8.0						16.0	16.0	40.0
2	10-2023	Construction	8.0						30.0	30.0	68.0
3	11-2023	Construction	8.0						30.0	30.0	68.0
4	12-2023	Construction	8.0						30.0	30.0	68.0
5	01-2024	Construction	4.0						10.0	10.0	24.0
6	02-2024	Construction	4.0						10.0	10.0	24.0
7	03-2024	Construction	4.0						10.0	10.0	24.0
8	04-2024	Construction	4.0						10.0	10.0	24.0
9	05-2024	Construction	4.0						10.0	10.0	24.0
10	06-2024	Construction	4.0						10.0	10.0	24.0
11	07-2024	Construction	4.0						10.0	10.0	24.0
12	08-2024	Construction	4.0						10.0	10.0	24.0
13	09-2024	Construction	4.0						10.0	10.0	24.0
14	10-2024	Construction	4.0						10.0	10.0	24.0
15	11-2024	Construction	4.0						10.0	10.0	24.0
16	12-2024	Construction	4.0						10.0	10.0	24.0
17	01-2025	Construction	4.0						10.0	10.0	24.0
18	02-2025	Construction	4.0						10.0	10.0	24.0
19	03-2025	Construction	4.0						10.0	10.0	24.0
20	04-2025	Construction	4.0						10.0	10.0	24.0
21	05-2025	Construction	4.0						10.0	10.0	24.0
22	Jun-25	Construction	4.0						10.0	10.0	24.0
23	Jul-25	Construction	4.0						10.0	10.0	24.0
24	Aug-25	Construction	4.0						10.0	10.0	24.0
25	Sep-25	Closeout	4.0						10.0	10.0	24.0
26	Oct-25	Closeout	4.0						10.0	10.0	24.0
			120.0	0.0	0.0	0.0	0.0	0.0	326.0	326.0	
		Total Hours									772.0

Attachment: Exhibit B - Cost Proposal (9782 : Mt Vernon Viaduct PCM Award Contract No. 23-1002971)

Contract: 23-1002971			Date: 8/22/2023												
Detail Sheet															
Task Description			Consultant												
0			Coast Surveying, Inc.												
A	B	C	D1	E1	F1	G1	H1	I1	J1	K1	AI1	AJ	AK	AL	AM
			\$ 102.00	\$ 76.50	\$ 68.34	\$ 63.24	\$ 64.83	\$ 44.88	\$ 64.83	\$ 56.39		177.62%	8.00%		
			Survey Manager	Project Surveyor	Project Surveyor	Project Surveyor	Field Coordinator	Survey Analyst	Certified Party Chief	Chairman	Direct Labor Total	Overhead Cost	Fee	Total Labor Costs	Escalated Total Labor Cost
Row	WBS Number	Drawing or Item of Work - Titles													
1	09-2023	Construction	\$ 816.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,037.28	\$ 902.24	\$ 2,755.52	\$ 4,894.35	\$ 611.99	\$ 8,261.86	\$ 8,521.18
2	10-2023	Construction	\$ 816.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,944.90	\$ 1,691.70	\$ 4,452.60	\$ 7,908.71	\$ 988.90	\$ 13,350.21	\$ 13,769.24
3	11-2023	Construction	\$ 816.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,944.90	\$ 1,691.70	\$ 4,452.60	\$ 7,908.71	\$ 988.90	\$ 13,350.21	\$ 13,769.24
4	12-2023	Construction	\$ 816.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,944.90	\$ 1,691.70	\$ 4,452.60	\$ 7,908.71	\$ 988.90	\$ 13,350.21	\$ 13,769.24
5	01-2024	Construction	\$ 408.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 648.30	\$ 563.90	\$ 1,620.20	\$ 2,877.80	\$ 359.84	\$ 4,857.84	\$ 5,010.31
6	02-2024	Construction	\$ 408.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 648.30	\$ 563.90	\$ 1,620.20	\$ 2,877.80	\$ 359.84	\$ 4,857.84	\$ 5,010.31
7	03-2024	Construction	\$ 408.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 648.30	\$ 563.90	\$ 1,620.20	\$ 2,877.80	\$ 359.84	\$ 4,857.84	\$ 5,010.31
8	04-2024	Construction	\$ 408.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 648.30	\$ 563.90	\$ 1,620.20	\$ 2,877.80	\$ 359.84	\$ 4,857.84	\$ 5,010.31
9	05-2024	Construction	\$ 408.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 648.30	\$ 563.90	\$ 1,620.20	\$ 2,877.80	\$ 359.84	\$ 4,857.84	\$ 5,010.31
10	06-2024	Construction	\$ 408.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 648.30	\$ 563.90	\$ 1,620.20	\$ 2,877.80	\$ 359.84	\$ 4,857.84	\$ 5,010.31
11	07-2024	Construction	\$ 408.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 648.30	\$ 563.90	\$ 1,620.20	\$ 2,877.80	\$ 359.84	\$ 4,857.84	\$ 5,010.31
12	08-2024	Construction	\$ 408.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 648.30	\$ 563.90	\$ 1,620.20	\$ 2,877.80	\$ 359.84	\$ 4,857.84	\$ 5,010.31
13	09-2024	Construction	\$ 408.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 648.30	\$ 563.90	\$ 1,620.20	\$ 2,877.80	\$ 359.84	\$ 4,857.84	\$ 5,010.31
14	10-2024	Construction	\$ 408.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 648.30	\$ 563.90	\$ 1,620.20	\$ 2,877.80	\$ 359.84	\$ 4,857.84	\$ 5,010.31
15	11-2024	Construction	\$ 408.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 648.30	\$ 563.90	\$ 1,620.20	\$ 2,877.80	\$ 359.84	\$ 4,857.84	\$ 5,010.31
16	12-2024	Construction	\$ 408.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 648.30	\$ 563.90	\$ 1,620.20	\$ 2,877.80	\$ 359.84	\$ 4,857.84	\$ 5,010.31
17	01-2025	Construction	\$ 408.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 648.30	\$ 563.90	\$ 1,620.20	\$ 2,877.80	\$ 359.84	\$ 4,857.84	\$ 5,010.31
18	02-2025	Construction	\$ 408.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 648.30	\$ 563.90	\$ 1,620.20	\$ 2,877.80	\$ 359.84	\$ 4,857.84	\$ 5,010.31
19	03-2025	Construction	\$ 408.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 648.30	\$ 563.90	\$ 1,620.20	\$ 2,877.80	\$ 359.84	\$ 4,857.84	\$ 5,010.31
20	04-2025	Construction	\$ 408.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 648.30	\$ 563.90	\$ 1,620.20	\$ 2,877.80	\$ 359.84	\$ 4,857.84	\$ 5,010.31
21	05-2025	Construction	\$ 408.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 648.30	\$ 563.90	\$ 1,620.20	\$ 2,877.80	\$ 359.84	\$ 4,857.84	\$ 5,010.31
22	45809	Construction	\$ 408.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 648.30	\$ 563.90	\$ 1,620.20	\$ 2,877.80	\$ 359.84	\$ 4,857.84	\$ 5,010.31
23	45839	Construction	\$ 408.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 648.30	\$ 563.90	\$ 1,620.20	\$ 2,877.80	\$ 359.84	\$ 4,857.84	\$ 5,010.31
24	45870	Construction	\$ 408.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 648.30	\$ 563.90	\$ 1,620.20	\$ 2,877.80	\$ 359.84	\$ 4,857.84	\$ 5,010.31
25	45901	Closeout	\$ 408.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 648.30	\$ 563.90	\$ 1,620.20	\$ 2,877.80	\$ 359.84	\$ 4,857.84	\$ 5,010.31
26	45931	Closeout	\$ 408.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 648.30	\$ 563.90	\$ 1,620.20	\$ 2,877.80	\$ 359.84	\$ 4,857.84	\$ 5,010.31
		Total Hours	\$12,240.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$21,134.58	\$18,383.14	\$ 51,757.72	\$91,932.06	\$11,495.18	\$155,184.96	\$ 160,055.82

Attachment: Exhibit B - Cost Proposal (9782 : Mt Vernon Viaduct PCM Award Contract No. 23-1002971)

Cost/Price Form for Cost Plus Fixed Fee

40.e

Consultant DANKEN, INC.

Contract No. 23-1002971

Date 8/22/2023

Direct Labor Classification/Title	Key Personal	Hours	Labor Rate Range		Average Hourly Rate	Total Direct Labor
			Low	High		
STRUCTURES REPRESENTATIVE	SCOTT WALKER, P.E.	1,334	132.00	132.00	\$132.00	\$176,088.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00

Labor Costs

a) Subtotal Direct Labor Costs	\$	\$176,088.00
b) Anticipated Salary Increases (see page 2 for sample)	\$	5,538.77
c) TOTAL DIRECT LABOR COSTS [(a)+(b)]	\$	181,626.77

Fringe Benefits

d) Fringe Benefits (Rate <u>13.060%</u> %)	e) Total Fringe Benefits [(c)x(d)]	\$	23,720.46
--	---	----	-----------

Indirect Costs

f) Overhead (Rate <u>40.000%</u> %)	g) Overhead [(c)x (f)]	\$	72,650.71
h) General and Administrative (Rate <u>60.000%</u> %)	i) Gen & Admin [(c) x (h)]	\$	108,976.06
	j) Total Indirect Costs [(g)+(i)]	\$	181,626.77

Fixed Fee (Profit)

n) (Rate <u>8.00%</u> %)	k) Fixed fee [(c) + (e) + (j)] x (n)	\$	30,957.92
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Total Loaded Labor Costs

417,931.92

Other Direct Costs (ODC)

l) Travel/ Mileage Costs (supported by consultant actual costs)	\$	-
m) Equipment Rental and Supplies (itemize)	\$	-
n) Permit Fees (itemize), Plan sheets (each), Test Holes (each, Etc.	\$	-
o) Subconsultant Costs (attach detailed cost proposal in same format as prime consultant estimate for each subconsultant)	\$	-

p) Total Other Direct Costs [(l) + (m) + (n) + (o)]	\$	-
Total cost [(c) + (e) + (j) + (k) + (p)]	\$	417,931.92

Notes:

- Employees subject to prevailing wage requirements to be marked with an *.

Attachment: Exhibit B - Cost Proposal (9782 : Mt Vernon Viaduct PCM Award Contract No. 23-1002971)

Consultant DANKEN, INC. Contract No. 23-1002971 Date 8/22/2023

1. Calculate average hourly rate for 1st year of contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal Per Cost Proposal	Total Hours cost Proposal	Avg Hourly Rate	5year Contract Duration
\$176,088.00 /	1334	= \$ 132.00	Year 1 avg Hourly rate

2. Calculate hourly rate for all years (increase the Average Hourly rate for a year by proposed escalation%)

	Average hourly rate	Proposed Escalation			
Year 1	\$ 132.00 +	4%	=	\$ 137.28	Year 2 Avg Hourly Rate
Year 2	\$ 137.28 +	4%	=	\$ 142.77	Year 3 Avg Hourly Rate
Year 3	\$ 142.77 +	4%	=	\$ 148.48	Year 4 Avg Hourly Rate
Year 4	\$ 148.48 +	4%	=	\$ 154.42	Year 5 Avg Hourly Rate

3. Calculate estimated hour per year (multiply estimate % each year by total hours)

	Estimated % Completed Each year	Total Hours Per Cost Proposal	Total Hours per Year	
Year 1	38.0% *	1334	=	506.9 Estimated Hours Year 1
Year 2	46.0% *	1334	=	613.6 Estimated Hours Year 2
Year 3	16.0% *	1334	=	213.4 Estimated Hours Year 3
Year 4	0.0% *	1334	=	0.0 Estimated Hours Year 4
Year 5	0.0% *	1334	=	0.0 Estimated Hours Year 5
Total	100.0%	Total	=	1334

4. Calculate Total Costs including Escalation (multiply average hourly rate by the number hours)

	Avg Hourly Rate (Calculated above)	Estimated hours (Calculated above)	Cost Per Year	
Year 1	\$ 132.00 *	506.9	=	\$ 66,913.44 Estimated Hours Year 1
Year 2	\$ 137.28 *	613.6	=	\$ 84,240.50 Estimated Hours Year 2
Year 3	\$ 142.77 *	213.4	=	\$ 30,472.83 Estimated Hours Year 3
Year 4	\$ 148.48 *	0.0	=	\$ - Estimated Hours Year 4
Year 5	\$ 154.42 *	0.0	=	\$ - Estimated Hours Year 5
Total Direct Labor Cost with Escalation =			\$ 181,626.77	
Direct Labor Subtotal before Escalation =			\$ 176,088.00	
Estimated Total of Direct Labor Salary Increase =			\$ 5,538.77	Transferred to page 1

Notes:

- This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
- This escalation calculation is for determining the total contract amount only. The actual allowable escalation is per Contract Section XXXIX Additional Payment Terms
- Estimated yearly percent completed from resource loaded schedule

Attachment: Exhibit B - Cost Proposal (9782 : Mt Vernon Viaduct PCM Award Contract No. 23-1002971)

Contract: 23-1002971			Date:	
Detail Sheet				
Task Description			Consultant	
			ANKEN, INC	
A	B	C	D	AI
Row	WBS Number	Drawing or Item of Work - Titles	E STRUCTURES REPRESENTATIV	Total Hours
1	09-2023	Construction	20.0	20.0
2	10-2023	Construction	64.0	64.0
3	11-2023	Construction	64.0	64.0
4	12-2023	Construction	48.0	48.0
5	01-2024	Construction	64.0	64.0
6	02-2024	Construction	64.0	64.0
7	03-2024	Construction	64.0	64.0
8	04-2024	Construction	64.0	64.0
9	05-2024	Construction	64.0	64.0
10	06-2024	Construction	64.0	64.0
11	07-2024	Construction	64.0	64.0
12	08-2024	Construction	64.0	64.0
13	09-2024	Construction	64.0	64.0
14	10-2024	Construction	64.0	64.0
15	11-2024	Construction	48.0	48.0
16	12-2024	Construction	48.0	48.0
17	01-2025	Construction	48.0	48.0
18	02-2025	Construction	48.0	48.0
19	03-2025	Construction	48.0	48.0
20	04-2025	Construction	40.0	40.0
21	05-2025	Construction	40.0	40.0
22	Jun-25	Construction	40.0	40.0
23	Jul-25	Construction	50.0	50.0
24	Aug-25	Construction	40.0	40.0
25	Sep-25	Closeout	24.0	24.0
26	Oct-25	Closeout	24.0	24.0
			1,334.0	
		Total Hours		1,334.0

Contract: 23-1002971			Date:					
Detail Sheet								
Task Description				Consultant				
0				DANKEN, INC.				
A	B	C	D1	AI1	AJ	AK	AL	AM
Row	WBS Number	Drawing or Item of Work - Titles	\$ 132.00		113.06%	8.00%		
			STRUCTURES REPRESENTATIV	Direct Labor Total	Overhead Cost	Fee	Total Labor Costs	Escalated Total Labor Cost
1	09-2023	Construction	\$ 2,640.00	\$ 2,640.00	\$ 2,984.78	\$ 449.98	\$ 6,074.77	\$ 6,265.85
2	10-2023	Construction	\$ 8,448.00	\$ 8,448.00	\$ 9,551.31	\$ 1,439.94	\$ 19,439.25	\$ 20,050.71
3	11-2023	Construction	\$ 8,448.00	\$ 8,448.00	\$ 9,551.31	\$ 1,439.94	\$ 19,439.25	\$ 20,050.71
4	12-2023	Construction	\$ 6,336.00	\$ 6,336.00	\$ 7,163.48	\$ 1,079.96	\$ 14,579.44	\$ 15,038.03
5	01-2024	Construction	\$ 8,448.00	\$ 8,448.00	\$ 9,551.31	\$ 1,439.94	\$ 19,439.25	\$ 20,050.71
6	02-2024	Construction	\$ 8,448.00	\$ 8,448.00	\$ 9,551.31	\$ 1,439.94	\$ 19,439.25	\$ 20,050.71
7	03-2024	Construction	\$ 8,448.00	\$ 8,448.00	\$ 9,551.31	\$ 1,439.94	\$ 19,439.25	\$ 20,050.71
8	04-2024	Construction	\$ 8,448.00	\$ 8,448.00	\$ 9,551.31	\$ 1,439.94	\$ 19,439.25	\$ 20,050.71
9	05-2024	Construction	\$ 8,448.00	\$ 8,448.00	\$ 9,551.31	\$ 1,439.94	\$ 19,439.25	\$ 20,050.71
10	06-2024	Construction	\$ 8,448.00	\$ 8,448.00	\$ 9,551.31	\$ 1,439.94	\$ 19,439.25	\$ 20,050.71
11	07-2024	Construction	\$ 8,448.00	\$ 8,448.00	\$ 9,551.31	\$ 1,439.94	\$ 19,439.25	\$ 20,050.71
12	08-2024	Construction	\$ 8,448.00	\$ 8,448.00	\$ 9,551.31	\$ 1,439.94	\$ 19,439.25	\$ 20,050.71
13	09-2024	Construction	\$ 8,448.00	\$ 8,448.00	\$ 9,551.31	\$ 1,439.94	\$ 19,439.25	\$ 20,050.71
14	10-2024	Construction	\$ 8,448.00	\$ 8,448.00	\$ 9,551.31	\$ 1,439.94	\$ 19,439.25	\$ 20,050.71
15	11-2024	Construction	\$ 6,336.00	\$ 6,336.00	\$ 7,163.48	\$ 1,079.96	\$ 14,579.44	\$ 15,038.03
16	12-2024	Construction	\$ 6,336.00	\$ 6,336.00	\$ 7,163.48	\$ 1,079.96	\$ 14,579.44	\$ 15,038.03
17	01-2025	Construction	\$ 6,336.00	\$ 6,336.00	\$ 7,163.48	\$ 1,079.96	\$ 14,579.44	\$ 15,038.03
18	02-2025	Construction	\$ 6,336.00	\$ 6,336.00	\$ 7,163.48	\$ 1,079.96	\$ 14,579.44	\$ 15,038.03
19	03-2025	Construction	\$ 6,336.00	\$ 6,336.00	\$ 7,163.48	\$ 1,079.96	\$ 14,579.44	\$ 15,038.03
20	04-2025	Construction	\$ 5,280.00	\$ 5,280.00	\$ 5,969.57	\$ 899.97	\$ 12,149.53	\$ 12,531.69
21	05-2025	Construction	\$ 5,280.00	\$ 5,280.00	\$ 5,969.57	\$ 899.97	\$ 12,149.53	\$ 12,531.69
22	45809	Construction	\$ 5,280.00	\$ 5,280.00	\$ 5,969.57	\$ 899.97	\$ 12,149.53	\$ 12,531.69
23	45839	Construction	\$ 6,600.00	\$ 6,600.00	\$ 7,461.96	\$ 1,124.96	\$ 15,186.92	\$ 15,664.61
24	45870	Construction	\$ 5,280.00	\$ 5,280.00	\$ 5,969.57	\$ 899.97	\$ 12,149.53	\$ 12,531.69
25	45901	Closeout	\$ 3,168.00	\$ 3,168.00	\$ 3,581.74	\$ 539.98	\$ 7,289.72	\$ 7,519.02
26	45931	Closeout	\$ 3,168.00	\$ 3,168.00	\$ 3,581.74	\$ 539.98	\$ 7,289.72	\$ 7,519.02
			\$ 176,088.00					
Total Hours				\$176,088.00	\$ 199,085.09	\$ 30,013.85	\$ 405,186.94	\$ 417,931.92

Attachment: Exhibit B - Cost Proposal (9782 : Mt Vernon Viaduct PCM Award Contract No. 23-1002971)

Cost/Price Form for Cost Plus Fixed Fee

40.e

Consultant Dynamic Engineering Services, Inc.

Contract No. 23-1002971

Date 8/22/2023

Direct Labor Classification/Title	Key Personal	Hours	Labor Rate Range		Average Hourly Rate	Total Direct Labor
			Low	High		
Labor Compliance Officiant	Chia-Chi Wang	272	75.00	85.00	\$80.00	\$21,760.00
Labor Compliance Support	Michael Ervolina	640	30.00	35.00	\$32.50	\$20,800.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00

Labor Costs

- a) Subtotal Direct Labor Costs
b) Anticipated Salary Increases (see page 2 for sample)

\$ 42,560.00
\$ 1,343.50

c) **TOTAL DIRECT LABOR COSTS** [(a)+(b)] \$ 43,903.50

Fringe Benefits

- d) Fringe Benefits (Rate 32.660% %)

e) **Total Fringe Benefits** [(c)x(d)] \$ 14,338.88

Indirect Costs

- f) Overhead (Rate 77.910% %)
h) General and Administrative (Rate %)

g) Overhead [(c)x (f)] \$ 34,205.22
i) Gen & Admin [(c) x (h)] \$ -

j) **Total Indirect Costs** [(g)+(i)] \$ 34,205.22

Fixed Fee (Profit)

- n) (Rate 8.00% %)

k) **Fixed fee** [(c) + (e) + (j)] x (n) \$ 7,395.81

Total Loaded Labor Costs

99,843.41

Other Direct Costs (ODC)

- l) Travel/ Mileage Costs (supported by consultant actual costs)
m) Equipment Rental and Supplies (itemize)
n) Permit Fees (itemize), Plan sheets (each), Test Holes (each, Etc.
o) Subconsultant Costs (attach detailed cost proposal in same format as prime consultant estimate for each subconsultant)

\$
\$
\$
\$

p) **Total Other Direct Costs** [(l) + (m) + (n) + (o)] \$ -
Total cost [(c) + (e) + (j) + (k) + (p)] \$ 99,843.41

Notes:

- Employees subject to prevailing wage requirements to be marked with an *.

Attachment: Exhibit B - Cost Proposal (9782 : Mt Vernon Viaduct PCM Award Contract No. 23-1002971)

Consultant Dynamic Engineering Services, Inc Contract No. 23-1002971 Date 8/22/2023

1. Calculate average hourly rate for 1st year of contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal Per Cost Proposal	Total Hours cost Proposal	Avg Hourly Rate	5year Contract Duration
\$ 42,560.00 /	912 =	\$ 46.67	Year 1 avg Hourly rate

2. Calculate hourly rate for all years (increase the Average Hourly rate for a year by proposed escalation%)

Average hourly rate	Proposed Escalation			
Year 1 \$ 46.67 +	4%	=	\$ 48.54	Year 2 Avg Hourly Rate
Year 2 \$ 48.54 +	4%	=	\$ 50.48	Year 3 Avg Hourly Rate
Year 3 \$ 50.48 +	4%	=	\$ 52.50	Year 4 Avg Hourly Rate
Year 4 \$ 52.50 +	4%	=	\$ 54.60	Year 5 Avg Hourly Rate

3. Calculate estimated hour per year (multiply estimate % each year by total hours)

Estimated % Completed Each year	Total Hours Per Cost Proposal	Total Hours per Year	
Year 1 38.0% *	912 =	346.6	Estimated Hours Year 1
Year 2 46.0% *	912 =	419.5	Estimated Hours Year 2
Year 3 16.0% *	912 =	145.9	Estimated Hours Year 3
Year 4 0.0% *	912 =	0.0	Estimated Hours Year 4
Year 5 0.0% *	912 =	0.0	Estimated Hours Year 5
Total 100.0%	Total =	912	

4. Calculate Total Costs including Escalation (multiply average hourly rate by the number hours)

Avg Hourly Rate (Calculated above)	Estimated hours (Calculated above)	Cost Per Year	
Year 1 \$ 46.67 *	346.6 =	\$ 16,173.96	Estimated Hours Year 1
Year 2 \$ 48.54 *	419.5 =	\$ 20,363.50	Estimated Hours Year 2
Year 3 \$ 50.48 *	145.9 =	\$ 7,366.04	Estimated Hours Year 3
Year 4 \$ 52.50 *	0.0 =	\$ -	Estimated Hours Year 4
Year 5 \$ 54.60 *	0.0 =	\$ -	Estimated Hours Year 5
Total Direct Labor Cost with Escalation =		\$ 43,903.50	
Direct Labor Subtotal before Escalation =		\$ 42,560.00	
Estimated Total of Direct Labor Salary Increase =		\$ 1,343.50	Transferred to page 1

Notes:

- This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
- This escalation calculation is for determining the total contract amount only. The actual allowable escalation is per Contract Section XXXIX Additional Payment Terms
- Estimated yearly percent completed from resource loaded schedule

Contract: 23-1002971			Date: 8/22/2023		
Detail Sheet					
Task Description			Consultant		
			mic Engineering Services		
A	B	C	D	E	AI
Row	WBS Number	Drawing or Item of Work - Titles	Labor Compliance Officer	Labor Compliance Support	Total Hours
1	09-2023	Construction	8.0	20.0	28.0
2	10-2023	Construction	8.0	20.0	28.0
3	11-2023	Construction	8.0	20.0	28.0
4	12-2023	Construction	8.0	20.0	28.0
5	01-2024	Construction	8.0	20.0	28.0
6	02-2024	Construction	8.0	20.0	28.0
7	03-2024	Construction	8.0	20.0	28.0
8	04-2024	Construction	8.0	20.0	28.0
9	05-2024	Construction	8.0	20.0	28.0
10	06-2024	Construction	8.0	20.0	28.0
11	07-2024	Construction	8.0	20.0	28.0
12	08-2024	Construction	8.0	20.0	28.0
13	09-2024	Construction	8.0	20.0	28.0
14	10-2024	Construction	8.0	20.0	28.0
15	11-2024	Construction	8.0	20.0	28.0
16	12-2024	Construction	8.0	20.0	28.0
17	01-2025	Construction	8.0	20.0	28.0
18	02-2025	Construction	8.0	20.0	28.0
19	03-2025	Construction	8.0	20.0	28.0
20	04-2025	Construction	8.0	20.0	28.0
21	05-2025	Construction	8.0	20.0	28.0
22	Jun-25	Construction	8.0	20.0	28.0
23	Jul-25	Construction	8.0	20.0	28.0
24	Aug-25	Construction	8.0	20.0	28.0
25	Sep-25	Closeout	40.0	80.0	120.0
26	Oct-25	Closeout	40.0	80.0	120.0
		Total Hours	272.0	640.0	912.0

Contract: 23-1002971			Date: 8/22/2023								
Detail Sheet											
Task Description					Consultant						
0					Amic Engineering Services						
A	B	C			D1	E1	AI1	AJ	AK	AL	AM
					\$ 80.00	\$ 32.50		110.57%	8.00%		
Row	WBS Number	Drawing or Item of Work - Titles			Labor Compliance Officert	Labor Compliance Support					
							Direct Labor Total	Overhead Cost	Fee	Total Labor Costs	Escalated Total Labor Cost
1	09-2023	Construction			\$ 640.00	\$ 650.00	\$ 1,290.00	\$ 1,426.35	\$ 217.31	\$ 2,933.66	\$ 3,026.27
2	10-2023	Construction			\$ 640.00	\$ 650.00	\$ 1,290.00	\$ 1,426.35	\$ 217.31	\$ 2,933.66	\$ 3,026.27
3	11-2023	Construction			\$ 640.00	\$ 650.00	\$ 1,290.00	\$ 1,426.35	\$ 217.31	\$ 2,933.66	\$ 3,026.27
4	12-2023	Construction			\$ 640.00	\$ 650.00	\$ 1,290.00	\$ 1,426.35	\$ 217.31	\$ 2,933.66	\$ 3,026.27
5	01-2024	Construction			\$ 640.00	\$ 650.00	\$ 1,290.00	\$ 1,426.35	\$ 217.31	\$ 2,933.66	\$ 3,026.27
6	02-2024	Construction			\$ 640.00	\$ 650.00	\$ 1,290.00	\$ 1,426.35	\$ 217.31	\$ 2,933.66	\$ 3,026.27
7	03-2024	Construction			\$ 640.00	\$ 650.00	\$ 1,290.00	\$ 1,426.35	\$ 217.31	\$ 2,933.66	\$ 3,026.27
8	04-2024	Construction			\$ 640.00	\$ 650.00	\$ 1,290.00	\$ 1,426.35	\$ 217.31	\$ 2,933.66	\$ 3,026.27
9	05-2024	Construction			\$ 640.00	\$ 650.00	\$ 1,290.00	\$ 1,426.35	\$ 217.31	\$ 2,933.66	\$ 3,026.27
10	06-2024	Construction			\$ 640.00	\$ 650.00	\$ 1,290.00	\$ 1,426.35	\$ 217.31	\$ 2,933.66	\$ 3,026.27
11	07-2024	Construction			\$ 640.00	\$ 650.00	\$ 1,290.00	\$ 1,426.35	\$ 217.31	\$ 2,933.66	\$ 3,026.27
12	08-2024	Construction			\$ 640.00	\$ 650.00	\$ 1,290.00	\$ 1,426.35	\$ 217.31	\$ 2,933.66	\$ 3,026.27
13	09-2024	Construction			\$ 640.00	\$ 650.00	\$ 1,290.00	\$ 1,426.35	\$ 217.31	\$ 2,933.66	\$ 3,026.27
14	10-2024	Construction			\$ 640.00	\$ 650.00	\$ 1,290.00	\$ 1,426.35	\$ 217.31	\$ 2,933.66	\$ 3,026.27
15	11-2024	Construction			\$ 640.00	\$ 650.00	\$ 1,290.00	\$ 1,426.35	\$ 217.31	\$ 2,933.66	\$ 3,026.27
16	12-2024	Construction			\$ 640.00	\$ 650.00	\$ 1,290.00	\$ 1,426.35	\$ 217.31	\$ 2,933.66	\$ 3,026.27
17	01-2025	Construction			\$ 640.00	\$ 650.00	\$ 1,290.00	\$ 1,426.35	\$ 217.31	\$ 2,933.66	\$ 3,026.27
18	02-2025	Construction			\$ 640.00	\$ 650.00	\$ 1,290.00	\$ 1,426.35	\$ 217.31	\$ 2,933.66	\$ 3,026.27
19	03-2025	Construction			\$ 640.00	\$ 650.00	\$ 1,290.00	\$ 1,426.35	\$ 217.31	\$ 2,933.66	\$ 3,026.27
20	04-2025	Construction			\$ 640.00	\$ 650.00	\$ 1,290.00	\$ 1,426.35	\$ 217.31	\$ 2,933.66	\$ 3,026.27
21	05-2025	Construction			\$ 640.00	\$ 650.00	\$ 1,290.00	\$ 1,426.35	\$ 217.31	\$ 2,933.66	\$ 3,026.27
22	45809	Construction			\$ 640.00	\$ 650.00	\$ 1,290.00	\$ 1,426.35	\$ 217.31	\$ 2,933.66	\$ 3,026.27
23	45839	Construction			\$ 640.00	\$ 650.00	\$ 1,290.00	\$ 1,426.35	\$ 217.31	\$ 2,933.66	\$ 3,026.27
24	45870	Construction			\$ 640.00	\$ 650.00	\$ 1,290.00	\$ 1,426.35	\$ 217.31	\$ 2,933.66	\$ 3,026.27
25	45901	Closeout			\$ 3,200.00	\$ 2,600.00	\$ 5,800.00	\$ 6,413.06	\$ 977.04	\$ 13,190.10	\$ 13,606.48
26	45931	Closeout			\$ 3,200.00	\$ 2,600.00	\$ 5,800.00	\$ 6,413.06	\$ 977.04	\$ 13,190.10	\$ 13,606.48
					\$ 21,760.00	\$ 20,800.00					
		Total Hours					\$ 42,560.00	\$47,058.59	\$ 7,169.49	\$96,788.08	\$ 99,843.41

Attachment: Exhibit B - Cost Proposal (9782 : Mt Vernon Viaduct PCM Award Contract No. 23-1002971)

Cost/Price Form for Cost Plus Fixed Fee

40.e

Consultant Epic Land Solutions, Inc.

Contract No. 23-1002971

Date 8/23/2023

Direct Labor Classification/Title	Key Personal	Hours	Labor Rate Range		Average Hourly Rate	Total Direct Labor
			Low	High		
Advisory Manager	Kari Anvick	0	75.96	83.75	\$79.86	\$0.00
Senior Project Manager		0	60.10	66.26	\$63.18	\$0.00
Project Manager		0	48.08	53.00	\$50.54	\$0.00
Assistant Project Manager		0	43.27	47.71	\$45.49	\$0.00
Senior Right of Way Agent		0	38.00	41.90	\$39.95	\$0.00
Right of Way Agent		0	32.21	35.51	\$33.86	\$0.00
Administrative Support		0	28.85	31.81	\$30.33	\$0.00
Budget & Financial Controls		0	39.66	43.73	\$41.70	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00

Labor Costs

- a) Subtotal Direct Labor Costs
b) Anticipated Salary Increases (see page 2 for sample)

\$ \$0.00
\$ #DIV/0!

c) **TOTAL DIRECT LABOR COSTS** [(a)+(b)]

\$ #DIV/0!

Fringe Benefits

- d) Fringe Benefits (Rate 48.250% %)

e) **Total Fringe Benefits** [(c)x(d)]

\$ #DIV/0!

Indirect Costs

- f) Overhead (Rate 73.070% %)
h) General and Administrative (Rate 43.610% %)

- g) Overhead [(c)x (f)]
i) Gen & Admin [(c) x (h)]

\$ #DIV/0!
\$ #DIV/0!

j) **Total Indirect Costs** [(g)+(i)]

\$ #DIV/0!

Fixed Fee (Profit)

- n) (Rate 8.00% %)

k) **Fixed fee** [(c) + (e) + (j)] x (n)

\$ #DIV/0!

Total Loaded Labor Costs

\$ #DIV/0!

Other Direct Costs (ODC)

- l) Travel/ Mileage Costs (supported by consultant actual costs)
m) Equipment Rental and Supplies (itemize)
n) Permit Fees (itemize), Plan sheets (each), Test Holes (each, Etc.
o) Subconsultant Costs (attach detailed cost proposal in same format as prime consultant estimate for each subconsultant

\$ At Cost
\$ N/A
\$ N/A
\$ Pass-Through

p) **Total Other Direct Costs** [(l) + (m) + (n) + (o)]

\$ -

Total cost [(c) + (e) + (j) + (k) + (p)]

\$ #DIV/0!

Notes:

- Employees subject to prevailing wage requirements to be marked with an *.

Attachment: Exhibit B - Cost Proposal (9782 : Mt Vernon Viaduct PCM Award Contract No. 23-1002971)

Consultant Epic Land Solutions, Inc. Contract No. 23-1002971 Date 8/23/2023

1. Calculate average hourly rate for 1st year of contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal Per Cost Proposal	Total Hours cost Proposal	Avg Hourly Rate	5year Contract Duration
\$ - /	0	= #DIV/0!	Year 1 avg Hourly rate

2. Calculate hourly rate for all years (increase the Average Hourly rate for a year by proposed escalation%)

Average hourly rate	Proposed Escalation		
Year 1 #DIV/0! +	4%	= #DIV/0!	Year 2 Avg Hourly Rate
Year 2 #DIV/0! +	4%	= #DIV/0!	Year 3 Avg Hourly Rate
Year 3 #DIV/0! +	4%	= #DIV/0!	Year 4 Avg Hourly Rate
Year 4 #DIV/0! +	4%	= #DIV/0!	Year 5 Avg Hourly Rate

3. Calculate estimated hour per year (multiply estimate % each year by total hours)

Estimated % Completed Each year	Total Hours Per Cost Proposal	Total Hours per Year	
Year 1 38.0% *	0	= 0.0	Estimated Hours Year 1
Year 2 46.0% *	0	= 0.0	Estimated Hours Year 2
Year 3 16.0% *	0	= 0.0	Estimated Hours Year 3
Year 4 *	0	= 0.0	Estimated Hours Year 4
Year 5 *	0	= 0.0	Estimated Hours Year 5
Total 100.0%	Total	= 0	

4. Calculate Total Costs including Escalation (multiply average hourly rate by the number hours)

Avg Hourly Rate (Calculated above)	Estimated hours (Calculated above)	Cost Per Year	
Year 1 #DIV/0! *	0.0	= #DIV/0!	Estimated Hours Year 1
Year 2 #DIV/0! *	0.0	= #DIV/0!	Estimated Hours Year 2
Year 3 #DIV/0! *	0.0	= #DIV/0!	Estimated Hours Year 3
Year 4 #DIV/0! *	0.0	= #DIV/0!	Estimated Hours Year 4
Year 5 #DIV/0! *	0.0	= #DIV/0!	Estimated Hours Year 5
Total Direct Labor Cost with Escalation =		#DIV/0!	
Direct Labor Subtotal before Escalation =		\$ -	
Estimated Total of Direct Labor Salary Increase =		#DIV/0!	Transferred to page 1

Notes:

- This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
- This escalation calculation is for determining the total contract amount only. The actual allowable escalation is per Contract Section XXXIX Additional Payment Terms
- Estimated yearly percent completed from resource loaded schedule

Contract: 23-1002971			Date: 8/23/2023								
Detail Sheet											
Task Description			Consultant								
			Epic Land Solutions, Inc.								
A	B	C	D	E	F	G	H	I	J	K	AI
Row	WBS Number	Drawing or Item of Work - Titles	Advisory Manager	Senior Project Manager	Project Manager	Assistant Project Manager	Senior Right of Way Agent	Right of Way Agent	Administrative Support	Budget & Financial Controls	Total Hours
1	09-2023	Construction									0.0
2	10-2023	Construction									0.0
3	11-2023	Construction									0.0
4	12-2023	Construction									0.0
5	01-2024	Construction									0.0
6	02-2024	Construction									0.0
7	03-2024	Construction									0.0
8	04-2024	Construction									0.0
9	05-2024	Construction									0.0
10	06-2024	Construction									0.0
11	07-2024	Construction									0.0
12	08-2024	Construction									0.0
13	09-2024	Construction									0.0
14	10-2024	Construction									0.0
15	11-2024	Construction									0.0
16	12-2024	Construction									0.0
17	01-2025	Construction									0.0
18	02-2025	Construction									0.0
19	03-2025	Construction									0.0
20	04-2025	Construction									0.0
21	05-2025	Construction									0.0
22	Jun-25	Construction									0.0
23	Jul-25	Construction									0.0
24	Aug-25	Construction									0.0
25	Sep-25	Closeout									0.0
26	Oct-25	Closeout									0.0
			0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
		Total Hours									0.0

Attachment: Exhibit B - Cost Proposal (9782 : Mt Vernon Viaduct PCM Award Contract No. 23-1002971)

Contract: 23-1002971 Date: 8/23/2023

Detail Sheet																			
Task Description							Consultant												
0							Epic Land Solutions, Inc.												
A	B	C					D1	E1	F1	G1	H1	I1	J1	K1	AI1	AJ	AK	AL	AM
Row	WBS Number	Drawing or Item of Work - Titles					\$ 79.86	\$ 63.18	\$ 50.54	\$ 45.49	\$ 39.95	\$ 33.86	\$ 30.33	\$ 41.70		164.93%	8.00%		
							Advisory Manager	Senior Project Manager	Project Manager	Assistant Project Manager	Senior Right of Way Agent	Right of Way Agent	Administrative Support	Budget & Financial Controls	Direct Labor Total	Overhead Cost	Fee	Total Labor Costs	Escalated Total Labor Cost
1	09-2023	Construction					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!
2	10-2023	Construction					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!
3	11-2023	Construction					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!
4	12-2023	Construction					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!
5	01-2024	Construction					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!
6	02-2024	Construction					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!
7	03-2024	Construction					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!
8	04-2024	Construction					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!
9	05-2024	Construction					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!
10	06-2024	Construction					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!
11	07-2024	Construction					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!
12	08-2024	Construction					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!
13	09-2024	Construction					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!
14	10-2024	Construction					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!
15	11-2024	Construction					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!
16	12-2024	Construction					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!
17	01-2025	Construction					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!
18	02-2025	Construction					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!
19	03-2025	Construction					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!
20	04-2025	Construction					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!
21	05-2025	Construction					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!
22	45809	Construction					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!
23	45839	Construction					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!
24	45870	Construction					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!
25	45901	Closeout					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!
26	45931	Closeout					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!
		Total Hours					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!

Attachment: Exhibit B - Cost Proposal (9782 : Mt Vernon Viaduct PCM Award Contract No. 23-1002971)

Cost/Price Form for Cost Plus Fixed Fee

40.e

Consultant Hilltop Geotechnical Inc

Contract No. 23-1002971

Date 8/22/2023

Direct Labor Classification/Title	Key Personal	Hours	Labor Rate Range		Average Hourly Rate	Total Direct Labor
			Low	High		
Inspector Group I	TBD*	1	56.68	65.46	\$61.07	\$61.07
Inspector Group II	TBD*	136	58.46	67.46	\$62.96	\$8,562.56
Inspector Group III	TBD*	1	60.46	69.46	\$64.96	\$64.96
Registered Engineer/Geologist	Shaofu Chan	106	79.32	87.22	\$83.27	\$8,826.62
Lab Tech	Vance Olsen	401	50.48	55.00	\$52.74	\$21,148.74
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00

Labor Costs

- a) Subtotal Direct Labor Costs
b) Anticipated Salary Increases (see page 2 for sample)

\$ 38,663.95
\$ 1,093.08

c) **TOTAL DIRECT LABOR COSTS** [(a)+(b)]

\$ 39,757.03

Fringe Benefits

- d) Fringe Benefits (Rate 0.000% %)

e) **Total Fringe Benefits** [(c)x(d)]

\$ -

Indirect Costs

- f) Overhead (Rate 110.000% %)
h) General and Administrative (Rate 5.000% %)

- g) Overhead [(c)x (f)]
i) Gen & Admin [(c) x (h)]

\$ 43,732.73
\$ 1,987.85

j) **Total Indirect Costs** [(g)+(i)]

\$ 45,720.58

Fixed Fee (Profit)

- n) (Rate 8.00% %)

k) **Fixed fee** [(c) + (e) + (j)] x (n)

\$ 6,838.21

Total Loaded Labor Costs

92,315.82

Other Direct Costs (ODC)

- l) Travel/ Mileage Costs (supported by consultant actual costs)
m) Equipment Rental and Supplies (itemize) Daily
n) Permit Fees (itemize), Plan sheets (each), Test Holes (each, Etc.
o) Subconsultant Costs (attach detailed cost proposal in same format as prime consultant estimate for each subconsultant

\$ 650.00
\$ 25,800.00 See Lab test sheet
\$ -
\$ -

p) **Total Other Direct Costs** [(l) + (m) + (n) + (o)]

\$ 26,450.00

Total cost [(c) + (e) + (j) + (k) + (p)]

\$ 118,765.82

Notes:

- Employees subject to prevailing wage requirements to be marked with an *.

Attachment: Exhibit B - Cost Proposal (9782 : Mt Vernon Viaduct PCM Award Contract No. 23-1002971)

Consultant Hilltop Geotechnical Inc Contract No. 23-1002971 Date 8/22/2023

1. Calculate average hourly rate for 1st year of contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal Per Cost Proposal	Total Hours cost Proposal	Avg Hourly Rate	5year Contract Duration
\$ 38,663.95 /	645 =	\$ 59.94	Year 1 avg Hourly rate

2. Calculate hourly rate for all years (increase the Average Hourly rate for a year by proposed escalation%)

Average hourly rate	Proposed Escalation			
Year 1 \$ 59.94 +	4%	=	\$ 62.04	Year 2 Avg Hourly Rate
Year 2 \$ 62.04 +	4%	=	\$ 64.52	Year 3 Avg Hourly Rate
Year 3 \$ 64.52 +	4%	=	\$ 67.10	Year 4 Avg Hourly Rate
Year 4 \$ 67.10 +	4%	=	\$ 69.78	Year 5 Avg Hourly Rate

3. Calculate estimated hour per year (multiply estimate % each year by total hours)

Estimated % Completed Each year	Total Hours Per Cost Proposal	Total Hours per Year	
Year 1 38.0% *	645 =	245.1	Estimated Hours Year 1
Year 2 46.0% *	645 =	296.7	Estimated Hours Year 2
Year 3 16.0% *	645 =	103.2	Estimated Hours Year 3
Year 4 0.0% *	645 =	0.0	Estimated Hours Year 4
Year 5 0.0% *	645 =	0.0	Estimated Hours Year 5
Total 100.0%	Total	645	

4. Calculate Total Costs including Escalation (multiply average hourly rate by the number hours)

Avg Hourly Rate (Calculated above)	Estimated hours (Calculated above)	Cost Per Year	
Year 1 \$ 59.94 *	245.1 =	\$ 14,691.29	Estimated Hours Year 1
Year 2 \$ 62.04 *	296.7 =	\$ 18,407.27	Estimated Hours Year 2
Year 3 \$ 64.52 *	103.2 =	\$ 6,658.46	Estimated Hours Year 3
Year 4 \$ 67.10 *	0.0 =	\$ -	Estimated Hours Year 4
Year 5 \$ 69.78 *	0.0 =	\$ -	Estimated Hours Year 5
Total Direct Labor Cost with Escalation =		\$ 39,757.03	
Direct Labor Subtotal before Escalation =		\$ 38,663.95	
Estimated Total of Direct Labor Salary Increase =		\$ 1,093.08	Transferred to page 1

Notes:

- This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
- This escalation calculation is for determining the total contract amount only. The actual allowable escalation is per Contract Section XXXIX Additional Payment Terms
- Estimated yearly percent completed from resource loaded schedule

Contract: 23-1002971			Date: 8/22/2023					
Detail Sheet								
Task Description			Consultant					
			Hilltop Geotechnical Inc					
A	B	C	D	E	F	G	H	AI
Row	WBS Number	Drawing or Item of Work - Titles	Inspector Group I	Inspector Group II	Inspector Group III	Registered Engineer/Geologist	Lab Tech	Total Hours
1	09-2023	Construction	1.0		1.0	10.0	1.0	13.0
2	10-2023	Construction	0.0	0.0				0.0
3	11-2023	Construction	0.0	0.0				0.0
4	12-2023	Construction	0.0	0.0				0.0
5	01-2024	Construction	0.0	8.0		8.0	20.0	36.0
6	02-2024	Construction	0.0	8.0		8.0	30.0	46.0
7	03-2024	Construction	0.0	8.0		8.0	30.0	46.0
8	04-2024	Construction	0.0	8.0		8.0	30.0	46.0
9	05-2024	Construction	0.0	8.0		8.0	30.0	46.0
10	06-2024	Construction	0.0	8.0		8.0	30.0	46.0
11	07-2024	Construction	0.0	8.0		8.0	30.0	46.0
12	08-2024	Construction	0.0	8.0		4.0	20.0	32.0
13	09-2024	Construction	0.0	8.0		4.0	20.0	32.0
14	10-2024	Construction	0.0	8.0		4.0	20.0	32.0
15	11-2024	Construction	0.0	0.0		0.0		0.0
16	12-2024	Construction	0.0	0.0		0.0		0.0
17	01-2025	Construction	0.0	0.0		0.0		0.0
18	02-2025	Construction	0.0	8.0		4.0	20.0	32.0
19	03-2025	Construction	0.0	8.0		4.0	20.0	32.0
20	04-2025	Construction	0.0	8.0		4.0	20.0	32.0
21	05-2025	Construction	0.0	8.0		4.0	20.0	32.0
22	Jun-25	Construction	0.0	8.0		4.0	20.0	32.0
23	Jul-25	Construction	0.0	8.0		4.0	20.0	32.0
24	Aug-25	Construction	0.0	8.0		4.0	20.0	32.0
25	Sep-25	Closeout	0.0					0.0
26	Oct-25	Closeout	0.0	0.0				0.0
			1.0	136.0	1.0	106.0	401.0	
		Total Hours						645.0

Contract: 23-1002971 Date: 8/22/2023

Detail Sheet																	
Task Description						Consultant											
0						Hilltop Geotechnical Inc											
A	B	C				D1	E1	F1	G1	H1	AI1	AJ	AK	AL	AM		
						\$ 61.07	\$ 62.96	\$ 64.96	\$ 83.27	\$ 52.74		115.00%	8.00%				
						Inspector Group I	Inspector Group II	Inspector Group III	Registered Engineer/Geologist	Lab Tech	Direct Labor Total	Overhead Cost	Fee	Total Labor Costs	Escalated Total Labor Cost		
Row	WBS Number	Drawing or Item of Work - Titles															
1	09-2023	Construction				\$ 61.07	\$ -	\$ 64.96	\$ 832.70	\$ 52.74	\$ 1,011.47	\$ 1,163.19	\$ 173.97	\$ 2,348.63	\$ 2,415.03		
2	10-2023	Construction				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
3	11-2023	Construction				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
4	12-2023	Construction				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
5	01-2024	Construction				\$ -	\$ 503.68	\$ -	\$ 666.16	\$ 1,054.80	\$ 2,224.64	\$ 2,558.34	\$ 382.64	\$ 5,165.61	\$ 5,311.65		
6	02-2024	Construction				\$ -	\$ 503.68	\$ -	\$ 666.16	\$ 1,582.20	\$ 2,752.04	\$ 3,164.85	\$ 473.35	\$ 6,390.24	\$ 6,570.90		
7	03-2024	Construction				\$ -	\$ 503.68	\$ -	\$ 666.16	\$ 1,582.20	\$ 2,752.04	\$ 3,164.85	\$ 473.35	\$ 6,390.24	\$ 6,570.90		
8	04-2024	Construction				\$ -	\$ 503.68	\$ -	\$ 666.16	\$ 1,582.20	\$ 2,752.04	\$ 3,164.85	\$ 473.35	\$ 6,390.24	\$ 6,570.90		
9	05-2024	Construction				\$ -	\$ 503.68	\$ -	\$ 666.16	\$ 1,582.20	\$ 2,752.04	\$ 3,164.85	\$ 473.35	\$ 6,390.24	\$ 6,570.90		
10	06-2024	Construction				\$ -	\$ 503.68	\$ -	\$ 666.16	\$ 1,582.20	\$ 2,752.04	\$ 3,164.85	\$ 473.35	\$ 6,390.24	\$ 6,570.90		
11	07-2024	Construction				\$ -	\$ 503.68	\$ -	\$ 666.16	\$ 1,582.20	\$ 2,752.04	\$ 3,164.85	\$ 473.35	\$ 6,390.24	\$ 6,570.90		
12	08-2024	Construction				\$ -	\$ 503.68	\$ -	\$ 333.08	\$ 1,054.80	\$ 1,891.56	\$ 2,175.29	\$ 325.35	\$ 4,392.20	\$ 4,516.38		
13	09-2024	Construction				\$ -	\$ 503.68	\$ -	\$ 333.08	\$ 1,054.80	\$ 1,891.56	\$ 2,175.29	\$ 325.35	\$ 4,392.20	\$ 4,516.38		
14	10-2024	Construction				\$ -	\$ 503.68	\$ -	\$ 333.08	\$ 1,054.80	\$ 1,891.56	\$ 2,175.29	\$ 325.35	\$ 4,392.20	\$ 4,516.38		
15	11-2024	Construction				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
16	12-2024	Construction				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
17	01-2025	Construction				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
18	02-2025	Construction				\$ -	\$ 503.68	\$ -	\$ 333.08	\$ 1,054.80	\$ 1,891.56	\$ 2,175.29	\$ 325.35	\$ 4,392.20	\$ 4,516.38		
19	03-2025	Construction				\$ -	\$ 503.68	\$ -	\$ 333.08	\$ 1,054.80	\$ 1,891.56	\$ 2,175.29	\$ 325.35	\$ 4,392.20	\$ 4,516.38		
20	04-2025	Construction				\$ -	\$ 503.68	\$ -	\$ 333.08	\$ 1,054.80	\$ 1,891.56	\$ 2,175.29	\$ 325.35	\$ 4,392.20	\$ 4,516.38		
21	05-2025	Construction				\$ -	\$ 503.68	\$ -	\$ 333.08	\$ 1,054.80	\$ 1,891.56	\$ 2,175.29	\$ 325.35	\$ 4,392.20	\$ 4,516.38		
22	45809	Construction				\$ -	\$ 503.68	\$ -	\$ 333.08	\$ 1,054.80	\$ 1,891.56	\$ 2,175.29	\$ 325.35	\$ 4,392.20	\$ 4,516.38		
23	45839	Construction				\$ -	\$ 503.68	\$ -	\$ 333.08	\$ 1,054.80	\$ 1,891.56	\$ 2,175.29	\$ 325.35	\$ 4,392.20	\$ 4,516.38		
24	45870	Construction				\$ -	\$ 503.68	\$ -	\$ 333.08	\$ 1,054.80	\$ 1,891.56	\$ 2,175.29	\$ 325.35	\$ 4,392.20	\$ 4,516.38		
		Total Hours				\$ 61.07	\$ 8,562.56	\$ 64.96	\$ 8,826.62	\$21,148.74	\$ 38,663.95	\$44,463.54	\$ 6,650.20	\$89,777.69	\$ 92,315.82		

Attachment: Exhibit B - Cost Proposal (9782 : Mt Vernon Viaduct PCM Award Contract No. 23-1002971)

Cost/Price Form for Cost Plus Fixed Fee

40.e

Consultant Safework, Inc.

Contract No. 23-1002971

Date 8/22/2023

Direct Labor Classification/Title	Key Personal	Hours	Labor Rate Range		Average Hourly Rate	Total Direct Labor
			Low	High		
Inspector*		0	75.00	90.00	\$82.50	\$0.00
Safety Manager, Sr.		416	65.00	95.00	\$80.00	\$33,280.00
Labor Compliance, Sr.		0	60.00	75.00	\$67.50	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00

Labor Costs

- a) Subtotal Direct Labor Costs
b) Anticipated Salary Increases (see page 2 for sample)

\$ 33,280.00
\$ 1,046.99

c) TOTAL DIRECT LABOR COSTS [(a)+(b)]

\$ 34,326.99

Fringe Benefits

- d) Fringe Benefits (Rate %)

e) Total Fringe Benefits [(c)x(d)]

\$ -

Indirect Costs

- f) Overhead (Rate 134.190% %)
h) General and Administrative (Rate %)

- g) Overhead [(c)x (f)]
i) Gen & Admin [(c) x (h)]

\$ 46,063.39
\$ -

j) Total Indirect Costs [(g)+(i)]

\$ 46,063.39

Fixed Fee (Profit)

- n) (Rate 8.00% %)

k) Fixed fee [(c) + (e) + (j)] x (n)

\$ 6,431.23

Total Loaded Labor Costs

86,821.61

Other Direct Costs (ODC)

- l) Travel/ Mileage Costs (supported by consultant actual costs)
m) Equipment Rental and Supplies (itemize)
n) Permit Fees (itemize), Plan sheets (each), Test Holes (each, Etc.
o) Subconsultant Costs (attach detailed cost proposal in same format as prime consultant estimate for each subconsultant)

\$
\$
\$
\$

p) Total Other Direct Costs [(l) + (m) + (n) + (o)]

\$ -

Total cost [(c) + (e) + (j) + (k) + (p)]

\$ 86,821.61

Notes:

- Employees subject to prevailing wage requirements to be marked with an *.

Attachment: Exhibit B - Cost Proposal (9782 : Mt Vernon Viaduct PCM Award Contract No. 23-1002971)

Consultant Safework, Inc. Contract No. RFP23-1002971 Date 8/22/2023

1. Calculate average hourly rate for 1st year of contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal Per Cost Proposal	Total Hours cost Proposal	Avg Hourly Rate	5year Contract Duration
\$ 33,280.00 /	416 =	\$ 80.00	Year 1 avg Hourly rate

2. Calculate hourly rate for all years (increase the Average Hourly rate for a year by proposed escalation%)

Average hourly rate	Proposed Escalation				
Year 1 \$ 80.00 +	4%	=	\$ 83.20	Year 2 Avg Hourly Rate	
Year 2 \$ 83.20 +	4%	=	\$ 86.53	Year 3 Avg Hourly Rate	
Year 3 \$ 86.53 +	4%	=	\$ 89.99	Year 4 Avg Hourly Rate	
Year 4 \$ 89.99 +	4%	=	\$ 93.59	Year 5 Avg Hourly Rate	

3. Calculate estimated hour per year (multiply estimate % each year by total hours)

Estimated % Completed Each year	Total Hours Per Cost Proposal	Total Hours per Year	
Year 1 38.0% *	416 =	158.1	Estimated Hours Year 1
Year 2 46.0% *	416 =	191.4	Estimated Hours Year 2
Year 3 16.0% *	416 =	66.6	Estimated Hours Year 3
Year 4 0.0% *	416 =	0.0	Estimated Hours Year 4
Year 5 0.0% *	416 =	0.0	Estimated Hours Year 5
Total 100.0%	Total =	416	

4. Calculate Total Costs including Escalation (multiply average hourly rate by the number hours)

Avg Hourly Rate (Calculated above)	Estimated hours (Calculated above)	Cost Per Year	
Year 1 \$ 80.00 *	158.1 =	\$ 12,646.40	Estimated Hours Year 1
Year 2 \$ 83.20 *	191.4 =	\$ 15,921.15	Estimated Hours Year 2
Year 3 \$ 86.53 *	66.6 =	\$ 5,759.44	Estimated Hours Year 3
Year 4 \$ 89.99 *	0.0 =	\$ -	Estimated Hours Year 4
Year 5 \$ 93.59 *	0.0 =	\$ -	Estimated Hours Year 5
Total Direct Labor Cost with Escalation =		\$ 34,326.99	
Direct Labor Subtotal before Escalation =		\$ 33,280.00	
Estimated Total of Direct Labor Salary Increase =		\$ 1,046.99	Transferred to page 1

Notes:

- This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
- This escalation calculation is for determining the total contract amount only. The actual allowable escalation is per Contract Section XXXIX Additional Payment Terms
- Estimated yearly percent completed from resource loaded schedule

Attachment: Exhibit B - Cost Proposal (9782 : Mt Vernon Viaduct PCM Award Contract No. 23-1002971)

Contract: 23-1002971			Date: 8/22/2023			
Detail Sheet						
Task Description			Consultant			
			Safework, Inc.			
A	B	C	D	E	F	AI
Row	WBS Number	Drawing or Item of Work - Titles	Inspector*	Sr. Safety Manager,	Labor Compliance, Sr.	Total Hours
1	09-2023	Construction		16.0		16.0
2	10-2023	Construction		16.0		16.0
3	11-2023	Construction		16.0		16.0
4	12-2023	Construction		16.0		16.0
5	01-2024	Construction		16.0		16.0
6	02-2024	Construction		16.0		16.0
7	03-2024	Construction		16.0		16.0
8	04-2024	Construction		16.0		16.0
9	05-2024	Construction		16.0		16.0
10	06-2024	Construction		32.0		32.0
11	07-2024	Construction		32.0		32.0
12	08-2024	Construction		16.0		16.0
13	09-2024	Construction		16.0		16.0
14	10-2024	Construction		16.0		16.0
15	11-2024	Construction		16.0		16.0
16	12-2024	Construction		16.0		16.0
17	01-2025	Construction		16.0		16.0
18	02-2025	Construction		16.0		16.0
19	03-2025	Construction		16.0		16.0
20	04-2025	Construction		16.0		16.0
21	05-2025	Construction		16.0		16.0
22	Jun-25	Construction		16.0		16.0
23	Jul-25	Construction		16.0		16.0
24	Aug-25	Construction		16.0		16.0
25	Sep-25	Closeout		0.0		0.0
26	Oct-25	Closeout		0.0		0.0
		Total Hours	0.0	416.0	0.0	416.0

Contract: 23-1002971			Date:		8/22/2023										
Detail Sheet															
Task Description						Consultant									
0						Safework, Inc.									
A	B	C				D1	E	E1	F1	G1	AI1	AJ	AK	AL	AM
						\$ 82.50		\$ 80.00	\$ 67.50	\$ -		134.19%	8.00%		
Row	WBS Number	Drawing or Item of Work - Titles				Inspector*	Safety Manager, Sr.	Safety Manager, Sr.	Labor Compliance, Sr.	0	Direct Labor Total	Overhead Cost	Fee	Total Labor Costs	Escalated Total Labor Cost
1	09-2023	Construction				\$ -	16.0	\$ 1,280.00	\$ -	\$ -	\$ 1,280.00	\$ 1,717.63	\$ 239.81	\$ 3,237.44	\$ 3,339.29
2	10-2023	Construction				\$ -	16.0	\$ 1,280.00	\$ -	\$ -	\$ 1,280.00	\$ 1,717.63	\$ 239.81	\$ 3,237.44	\$ 3,339.29
3	11-2023	Construction				\$ -	16.0	\$ 1,280.00	\$ -	\$ -	\$ 1,280.00	\$ 1,717.63	\$ 239.81	\$ 3,237.44	\$ 3,339.29
4	12-2023	Construction				\$ -	16.0	\$ 1,280.00	\$ -	\$ -	\$ 1,280.00	\$ 1,717.63	\$ 239.81	\$ 3,237.44	\$ 3,339.29
5	01-2024	Construction				\$ -	16.0	\$ 1,280.00	\$ -	\$ -	\$ 1,280.00	\$ 1,717.63	\$ 239.81	\$ 3,237.44	\$ 3,339.29
6	02-2024	Construction				\$ -	16.0	\$ 1,280.00	\$ -	\$ -	\$ 1,280.00	\$ 1,717.63	\$ 239.81	\$ 3,237.44	\$ 3,339.29
7	03-2024	Construction				\$ -	16.0	\$ 1,280.00	\$ -	\$ -	\$ 1,280.00	\$ 1,717.63	\$ 239.81	\$ 3,237.44	\$ 3,339.29
8	04-2024	Construction				\$ -	16.0	\$ 1,280.00	\$ -	\$ -	\$ 1,280.00	\$ 1,717.63	\$ 239.81	\$ 3,237.44	\$ 3,339.29
9	05-2024	Construction				\$ -	16.0	\$ 1,280.00	\$ -	\$ -	\$ 1,280.00	\$ 1,717.63	\$ 239.81	\$ 3,237.44	\$ 3,339.29
10	06-2024	Construction				\$ -	32.0	\$ 2,560.00	\$ -	\$ -	\$ 2,560.00	\$ 3,435.26	\$ 479.62	\$ 6,474.89	\$ 6,678.59
11	07-2024	Construction				\$ -	32.0	\$ 2,560.00	\$ -	\$ -	\$ 2,560.00	\$ 3,435.26	\$ 479.62	\$ 6,474.89	\$ 6,678.59
12	08-2024	Construction				\$ -	16.0	\$ 1,280.00	\$ -	\$ -	\$ 1,280.00	\$ 1,717.63	\$ 239.81	\$ 3,237.44	\$ 3,339.29
13	09-2024	Construction				\$ -	16.0	\$ 1,280.00	\$ -	\$ -	\$ 1,280.00	\$ 1,717.63	\$ 239.81	\$ 3,237.44	\$ 3,339.29
14	10-2024	Construction				\$ -	16.0	\$ 1,280.00	\$ -	\$ -	\$ 1,280.00	\$ 1,717.63	\$ 239.81	\$ 3,237.44	\$ 3,339.29
15	11-2024	Construction				\$ -	16.0	\$ 1,280.00	\$ -	\$ -	\$ 1,280.00	\$ 1,717.63	\$ 239.81	\$ 3,237.44	\$ 3,339.29
16	12-2024	Construction				\$ -	16.0	\$ 1,280.00	\$ -	\$ -	\$ 1,280.00	\$ 1,717.63	\$ 239.81	\$ 3,237.44	\$ 3,339.29
17	01-2025	Construction				\$ -	16.0	\$ 1,280.00	\$ -	\$ -	\$ 1,280.00	\$ 1,717.63	\$ 239.81	\$ 3,237.44	\$ 3,339.29
18	02-2025	Construction				\$ -	16.0	\$ 1,280.00	\$ -	\$ -	\$ 1,280.00	\$ 1,717.63	\$ 239.81	\$ 3,237.44	\$ 3,339.29
19	03-2025	Construction				\$ -	16.0	\$ 1,280.00	\$ -	\$ -	\$ 1,280.00	\$ 1,717.63	\$ 239.81	\$ 3,237.44	\$ 3,339.29
20	04-2025	Construction				\$ -	16.0	\$ 1,280.00	\$ -	\$ -	\$ 1,280.00	\$ 1,717.63	\$ 239.81	\$ 3,237.44	\$ 3,339.29
21	05-2025	Construction				\$ -	16.0	\$ 1,280.00	\$ -	\$ -	\$ 1,280.00	\$ 1,717.63	\$ 239.81	\$ 3,237.44	\$ 3,339.29
22	45809	Construction				\$ -	16.0	\$ 1,280.00	\$ -	\$ -	\$ 1,280.00	\$ 1,717.63	\$ 239.81	\$ 3,237.44	\$ 3,339.29
23	45839	Construction				\$ -	16.0	\$ 1,280.00	\$ -	\$ -	\$ 1,280.00	\$ 1,717.63	\$ 239.81	\$ 3,237.44	\$ 3,339.29
24	45870	Construction				\$ -	16.0	\$ 1,280.00	\$ -	\$ -	\$ 1,280.00	\$ 1,717.63	\$ 239.81	\$ 3,237.44	\$ 3,339.29
						\$ -	416.0	\$ 33,280.00	\$ -	\$ -					
		Total Hours									\$ 33,280.00	\$44,658.43	\$ 6,235.07	\$84,173.51	\$ 86,821.61

Attachment: Exhibit B - Cost Proposal (9782 : Mt Vernon Viaduct PCM Award Contract No. 23-1002971)

Cost/Price Form for Cost Plus Fixed Fee

40.e

Consultant SYRUSA Engineering, Inc.

Contract No. 23-1002971

Date 8/22/2023

Direct Labor Classification/Title	Key Personal	Hours	Labor Rate Range		Average Hourly Rate	Total Direct Labor
			Low	High		
Inspector	TBD	2,560	75.00	80.00	\$77.50	\$198,400.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00

Labor Costs

- a) Subtotal Direct Labor Costs
b) Anticipated Salary Increases (see page 2 for sample)

\$ \$198,400.00
\$ 6,239.23

c) **TOTAL DIRECT LABOR COSTS** [(a)+(b)] \$ 204,639.23

Fringe Benefits

- d) Fringe Benefits (Rate 40.180% %)

e) **Total Fringe Benefits** [(c)x(d)] \$ 82,224.04

Indirect Costs

- f) Overhead (Rate %)
h) General and Administrative (Rate 60.580% %)

g) Overhead [(c)x (f)] \$ -
i) Gen & Admin [(c) x (h)] \$ 123,970.45

j) **Total Indirect Costs** [(g)+(i)] \$ 123,970.45

Fixed Fee (Profit)

- n) (Rate 8.00% %)

k) **Fixed fee** [(c) + (e) + (j)] x (n) \$ 32,866.70

Total Loaded Labor Costs

443,700.42

Other Direct Costs (ODC)

- l) Travel/ Mileage Costs (supported by consultant actual costs)
m) Equipment Rental and Supplies (itemize)
n) Permit Fees (itemize), Plan sheets (each), Test Holes (each, Etc.
o) Subconsultant Costs (attach detailed cost proposal in same format as prime consultant estimate for each subconsultant)

\$
\$
\$
\$

p) **Total Other Direct Costs** [(l) + (m) + (n) + (o)] \$ -

Total cost [(c) + (e) + (j) + (k) + (p)] \$ 443,700.42

Notes:

- Employees subject to prevailing wage requirements to be marked with an *.

Attachment: Exhibit B - Cost Proposal (9782 : Mt Vernon Viaduct PCM Award Contract No. 23-1002971)

Consultant SYRUSA Engineering, Inc. Contract No. 23-1002971 Date 8/22/2023

1. Calculate average hourly rate for 1st year of contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal Per Cost Proposal		Total Hours cost Proposal		Avg Hourly Rate	5year Contract Duration
\$198,400.00	/	2560	=	\$ 77.50	Year 1 avg Hourly rate

2. Calculate hourly rate for all years (increase the Average Hourly rate for a year by proposed escalation%)

	Average hourly rate		Proposed Escalation			
Year 1	\$ 77.50	+	4%	=	\$ 80.60	Year 2 Avg Hourly Rate
Year 2	\$ 80.60	+	4%	=	\$ 83.82	Year 3 Avg Hourly Rate
Year 3	\$ 83.82	+	4%	=	\$ 87.17	Year 4 Avg Hourly Rate
Year 4	\$ 87.17	+	4%	=	\$ 90.66	Year 5 Avg Hourly Rate

3. Calculate estimated hour per year (multiply estimate % each year by total hours)

	Estimated % Completed Each year		Total Hours Per Cost Proposal		Total Hours per Year	
Year 1	38.0%	*	2560	=	972.8	Estimated Hours Year 1
Year 2	46.0%	*	2560	=	1177.6	Estimated Hours Year 2
Year 3	16.0%	*	2560	=	409.6	Estimated Hours Year 3
Year 4	0.0%	*	2560	=	0.0	Estimated Hours Year 4
Year 5	0.0%	*	2560	=	0.0	Estimated Hours Year 5
Total	100.0%		Total	=	2560	

4. Calculate Total Costs including Escalation (multiply average hourly rate by the number hours)

	Avg Hourly Rate (Calculated above)		Estimated hours (Calculated above)		Cost Per Year	
Year 1	\$ 77.50	*	972.8	=	\$ 75,392.00	Estimated Hours Year 1
Year 2	\$ 80.60	*	1177.6	=	\$ 94,914.56	Estimated Hours Year 2
Year 3	\$ 83.82	*	409.6	=	\$ 34,332.67	Estimated Hours Year 3
Year 4	\$ 87.17	*	0.0	=	\$ -	Estimated Hours Year 4
Year 5	\$ 90.66	*	0.0	=	\$ -	Estimated Hours Year 5
Total Direct Labor Cost with Escalation =					\$ 204,639.23	
Direct Labor Subtotal before Escalation =					\$ 198,400.00	
Estimated Total of Direct Labor Salary Increase =					\$ 6,239.23	Transferred to page 1

Notes:

- This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
- This escalation calculation is for determining the total contract amount only. The actual allowable escalation is per Contract Section XXXIX Additional Payment Terms
- Estimated yearly percent completed from resource loaded schedule

Attachment: Exhibit B - Cost Proposal (9782 : Mt Vernon Viaduct PCM Award Contract No. 23-1002971)

Contract: 23-1002971			Date: 8/22/2023					
Detail Sheet								
Task Description			Consultant					
			SYRUSA Engineering, Inc.					
A	B	C	D	E	F	G	H	AI
Row	WBS Number	Drawing or Item of Work - Titles	Inspector	O	O	O	O	Total Hours
1	09-2023	Construction	0.0					0.0
2	10-2023	Construction	0.0					0.0
3	11-2023	Construction	0.0					0.0
4	12-2023	Construction	0.0					0.0
5	01-2024	Construction	0.0					0.0
6	02-2024	Construction	160.0					160.0
7	03-2024	Construction	160.0					160.0
8	04-2024	Construction	160.0					160.0
9	05-2024	Construction	160.0					160.0
10	06-2024	Construction	160.0					160.0
11	07-2024	Construction	160.0					160.0
12	08-2024	Construction	160.0					160.0
13	09-2024	Construction	160.0					160.0
14	10-2024	Construction	160.0					160.0
15	11-2024	Construction	160.0					160.0
16	12-2024	Construction	160.0					160.0
17	01-2025	Construction	160.0					160.0
18	02-2025	Construction	160.0					160.0
19	03-2025	Construction	160.0					160.0
20	04-2025	Construction	160.0					160.0
21	05-2025	Construction	160.0					160.0
22	Jun-25	Construction	0.0					0.0
23	Jul-25	Construction	0.0					0.0
24	Aug-25	Construction	0.0					0.0
25	Sep-25	Closeout	0.0					0.0
26	Oct-25	Closeout	0.0					0.0
			2,560.0	0.0	0.0	0.0	0.0	
		Total Hours						2,560.0

Attachment: Exhibit B - Cost Proposal (9782 : Mt Vernon Viaduct PCM Award Contract No. 23-1002971)

Contract: 23-1002971			Date: 8/22/2023								
Detail Sheet											
Task Description			Consultant								
0			SYRUSA Engineering, Inc.								
A	B	C	D1	E1	F1	G1	AI1	AJ	AK	AL	AM
			\$ 77.50	\$ -	\$ -	\$ -		100.76%	8.00%		
Row	WBS Number	Drawing or Item of Work - Titles	Inspector	0	0	0	Direct Labor Total	Overhead Cost	Fee	Total Labor Costs	Escalated Total Labor Cost
1	09-2023	Construction	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2	10-2023	Construction	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3	11-2023	Construction	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4	12-2023	Construction	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5	01-2024	Construction	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6	02-2024	Construction	\$ 12,400.00	\$ -	\$ -	\$ -	\$ 12,400.00	\$ 12,494.24	\$ 1,991.54	\$ 26,885.78	\$ 27,731.28
7	03-2024	Construction	\$ 12,400.00	\$ -	\$ -	\$ -	\$ 12,400.00	\$ 12,494.24	\$ 1,991.54	\$ 26,885.78	\$ 27,731.28
8	04-2024	Construction	\$ 12,400.00	\$ -	\$ -	\$ -	\$ 12,400.00	\$ 12,494.24	\$ 1,991.54	\$ 26,885.78	\$ 27,731.28
9	05-2024	Construction	\$ 12,400.00	\$ -	\$ -	\$ -	\$ 12,400.00	\$ 12,494.24	\$ 1,991.54	\$ 26,885.78	\$ 27,731.28
10	06-2024	Construction	\$ 12,400.00	\$ -	\$ -	\$ -	\$ 12,400.00	\$ 12,494.24	\$ 1,991.54	\$ 26,885.78	\$ 27,731.28
11	07-2024	Construction	\$ 12,400.00	\$ -	\$ -	\$ -	\$ 12,400.00	\$ 12,494.24	\$ 1,991.54	\$ 26,885.78	\$ 27,731.28
12	08-2024	Construction	\$ 12,400.00	\$ -	\$ -	\$ -	\$ 12,400.00	\$ 12,494.24	\$ 1,991.54	\$ 26,885.78	\$ 27,731.28
13	09-2024	Construction	\$ 12,400.00	\$ -	\$ -	\$ -	\$ 12,400.00	\$ 12,494.24	\$ 1,991.54	\$ 26,885.78	\$ 27,731.28
14	10-2024	Construction	\$ 12,400.00	\$ -	\$ -	\$ -	\$ 12,400.00	\$ 12,494.24	\$ 1,991.54	\$ 26,885.78	\$ 27,731.28
15	11-2024	Construction	\$ 12,400.00	\$ -	\$ -	\$ -	\$ 12,400.00	\$ 12,494.24	\$ 1,991.54	\$ 26,885.78	\$ 27,731.28
16	12-2024	Construction	\$ 12,400.00	\$ -	\$ -	\$ -	\$ 12,400.00	\$ 12,494.24	\$ 1,991.54	\$ 26,885.78	\$ 27,731.28
17	01-2025	Construction	\$ 12,400.00	\$ -	\$ -	\$ -	\$ 12,400.00	\$ 12,494.24	\$ 1,991.54	\$ 26,885.78	\$ 27,731.28
18	02-2025	Construction	\$ 12,400.00	\$ -	\$ -	\$ -	\$ 12,400.00	\$ 12,494.24	\$ 1,991.54	\$ 26,885.78	\$ 27,731.28
19	03-2025	Construction	\$ 12,400.00	\$ -	\$ -	\$ -	\$ 12,400.00	\$ 12,494.24	\$ 1,991.54	\$ 26,885.78	\$ 27,731.28
20	04-2025	Construction	\$ 12,400.00	\$ -	\$ -	\$ -	\$ 12,400.00	\$ 12,494.24	\$ 1,991.54	\$ 26,885.78	\$ 27,731.28
21	05-2025	Construction	\$ 12,400.00	\$ -	\$ -	\$ -	\$ 12,400.00	\$ 12,494.24	\$ 1,991.54	\$ 26,885.78	\$ 27,731.28
22	45809	Construction	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
23	45839	Construction	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
24	45870	Construction	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
25	45901	Closeout	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
26	45931	Closeout	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
			\$ 198,400.00	\$ -	\$ -	\$ -					
		Total Hours					\$198,400.00	\$ 199,907.84	\$31,864.63	\$ 430,172.47	\$ 443,700.42

Attachment: Exhibit B - Cost Proposal (9782 : Mt Vernon Viaduct PCM Award Contract No. 23-1002971)

Cost/Price Form for Cost Plus Fixed Fee

40.e

Consultant ZT Consulting Group, Inc.

Contract No. 23-1002971

Date 8/22/2023

Direct Labor Classification/Title	Key Personal	Hours	Labor Rate Range		Average Hourly Rate	Total Direct Labor
			Low	High		
Senior Quality Engineer	Farzad Tasbihgoo	124	75.00	95.00	\$85.00	\$10,540.00
Quality Engineer	Derick Hobbs	250	55.00	75.00	\$65.00	\$16,250.00
Lead Inspector	Bill Kent	180	70.00	80.00	\$75.00	\$13,500.00
Source Inspector	Andrew Soria	500	50.00	70.00	\$60.00	\$30,000.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00

Labor Costs

- a) Subtotal Direct Labor Costs
b) Anticipated Salary Increases (see page 2 for sample)

\$ 70,290.00
\$ 1,931.98

c) **TOTAL DIRECT LABOR COSTS** [(a)+(b)] \$ 72,221.98

Fringe Benefits

- d) Fringe Benefits (Rate 104.660% %)

e) **Total Fringe Benefits** [(c)x(d)] \$ 75,587.52

Indirect Costs

- f) Overhead (Rate 0.000% %)
h) General and Administrative (Rate 0.000% %)

g) Overhead [(c)x (f)] \$ -
i) Gen & Admin [(c) x (h)] \$ -

j) **Total Indirect Costs** [(g)+(i)] \$ -

Fixed Fee (Profit)

- n) (Rate 8.00% %)

k) **Fixed fee** [(c) + (e) + (j)] x (n) \$ 11,824.76

Total Loaded Labor Costs

159,634.26

Other Direct Costs (ODC)

- l) Travel/ Mileage Costs (supported by consultant actual costs)
m) Equipment Rental and Supplies (itemize)
n) Permit Fees (itemize), Plan sheets (each), Test Holes (each, Etc.
o) Subconsultant Costs (attach detailed cost proposal in same format as prime consultant estimate for each subconsultant)

\$ 30,000.00
\$ -
\$ -
\$ -

p) **Total Other Direct Costs** [(l) + (m) + (n) + (o)] \$ 30,000.00

Total cost [(c) + (e) + (j) + (k) + (p)] \$ 189,634.26

Notes:

- Employees subject to prevailing wage requirements to be marked with an *.

Attachment: Exhibit B - Cost Proposal (9782 : Mt Vernon Viaduct PCM Award Contract No. 23-1002971)

Consultant ZT Consulting Group, Inc. Contract No. 23-1002971 Date 8/22/2023

1. Calculate average hourly rate for 1st year of contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal Per Cost Proposal		Total Hours cost Proposal		Avg Hourly Rate	5year Contract Duration
\$ 70,290.00	/	1054	=	\$ 66.69	Year 1 avg Hourly rate

2. Calculate hourly rate for all years (increase the Average Hourly rate for a year by proposed escalation%)

	Average hourly rate		Proposed Escalation			
Year 1	\$ 66.69	+	4%	=	\$ 69.02	Year 2 Avg Hourly Rate
Year 2	\$ 69.02	+	4%	=	\$ 71.44	Year 3 Avg Hourly Rate
Year 3	\$ 71.44	+	4%	=	\$ 73.94	Year 4 Avg Hourly Rate
Year 4	\$ 73.94	+	4%	=	\$ 76.53	Year 5 Avg Hourly Rate

3. Calculate estimated hour per year (multiply estimate % each year by total hours)

	Estimated % Completed Each year		Total Hours Per Cost Proposal		Total Hours per Year	
Year 1	38.0%	*	1054	=	400.5	Estimated Hours Year 1
Year 2	46.0%	*	1054	=	484.8	Estimated Hours Year 2
Year 3	16.0%	*	1054	=	168.6	Estimated Hours Year 3
Year 4	0.0%	*	1054	=	0.0	Estimated Hours Year 4
Year 5	0.0%	*	1054	=	0.0	Estimated Hours Year 5
Total	100.0%		Total	=	1054	

4. Calculate Total Costs including Escalation (multiply average hourly rate by the number hours)

	Avg Hourly Rate (Calculated above)		Estimated hours (Calculated above)		Cost Per Year	
Year 1	\$ 66.69	*	400.5	=	\$ 26,710.68	Estimated Hours Year 1
Year 2	\$ 69.02	*	484.8	=	\$ 33,463.66	Estimated Hours Year 2
Year 3	\$ 71.44	*	168.6	=	\$ 12,047.64	Estimated Hours Year 3
Year 4	\$ 73.94	*	0.0	=	\$ -	Estimated Hours Year 4
Year 5	\$ 76.53	*	0.0	=	\$ -	Estimated Hours Year 5
Total Direct Labor Cost with Escalation =					\$ 72,221.98	
Direct Labor Subtotal before Escalation =					\$ 70,290.00	
Estimated Total of Direct Labor Salary Increase =					\$ 1,931.98	Transferred to page 1

Notes:

- This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
- This escalation calculation is for determining the total contract amount only. The actual allowable escalation is per Contract Section XXXIX Additional Payment Terms
- Estimated yearly percent completed from resource loaded schedule

Attachment: Exhibit B - Cost Proposal (9782 : Mt Vernon Viaduct PCM Award Contract No. 23-1002971)

Contract: 23-1002971			Date:		8/22/2023			
Detail Sheet								
Task Description			Consultant					
			ZT Consulting Group, Inc.					
A	B	C	D	E	F	G	H	AI
Row	WBS Number	Drawing or Item of Work - Titles	Senior Quality Engineer	Quality Engineer	Lead Inspector	Source Inspector	0	Total Hours
1	09-2023	Construction	5.0	10.0	10.0	40.0		65.0
2	10-2023	Construction	5.0	10.0	10.0	40.0		65.0
3	11-2023	Construction	5.0	10.0	10.0	40.0		65.0
4	12-2023	Construction	5.0	10.0	10.0	40.0		65.0
5	01-2024	Construction	5.0	10.0	10.0	40.0		65.0
6	02-2024	Construction	5.0	10.0	10.0	40.0		65.0
7	03-2024	Construction	5.0	10.0	10.0	40.0		65.0
8	04-2024	Construction	5.0	10.0	10.0	20.0		45.0
9	05-2024	Construction	5.0	10.0	10.0	20.0		45.0
10	06-2024	Construction	5.0	10.0	10.0	20.0		45.0
11	07-2024	Construction	5.0	10.0	10.0	20.0		45.0
12	08-2024	Construction	5.0	10.0	10.0	20.0		45.0
13	09-2024	Construction	5.0	10.0	10.0	20.0		45.0
14	10-2024	Construction	5.0	10.0	10.0	20.0		45.0
15	11-2024	Construction	5.0	10.0	10.0	20.0		45.0
16	12-2024	Construction	5.0	10.0	5.0	10.0		30.0
17	01-2025	Construction	5.0	10.0	5.0	10.0		30.0
18	02-2025	Construction	5.0	10.0	5.0	10.0		30.0
19	03-2025	Construction	5.0	10.0	5.0	10.0		30.0
20	04-2025	Construction	5.0	10.0	5.0	10.0		30.0
21	05-2025	Construction	5.0	10.0	5.0	10.0		30.0
22	Jun-25	Construction	5.0	10.0	0.0	0.0		15.0
23	Jul-25	Construction	5.0	10.0	0.0	0.0		15.0
24	Aug-25	Construction	5.0	10.0	0.0	0.0		15.0
25	Sep-25	Closeout	2.0	5.0	0.0	0.0		7.0
26	Oct-25	Closeout	2.0	5.0	0.0	0.0		7.0
			124.0	250.0	180.0	500.0	0.0	
		Total Hours						1,054.0

Contract: 23-1002971			Date: 8/22/2023								
Detail Sheet											
Task Description			Consultant								
0			ZT Consulting Group, Inc.								
A	B	C	D1	E1	F1	G1	AI1	AJ	AK	AL	AM
Row	WBS Number	Drawing or Item of Work - Titles	\$ 85.00	\$ 65.00	\$ 75.00	\$ 60.00		104.66%	8.00%		
			Senior Quality Engineer	Quality Engineer	Lead Inspector	Source Inspector					
							Direct Labor Total	Overhead Cost	Fee	Total Labor Costs	Escalated Total Labor Cost
1	09-2023	Construction	\$ 425.00	\$ 650.00	\$ 750.00	\$ 2,400.00	\$ 4,225.00	\$ 4,421.89	\$ 691.75	\$ 9,338.64	\$ 9,595.32
2	10-2023	Construction	\$ 425.00	\$ 650.00	\$ 750.00	\$ 2,400.00	\$ 4,225.00	\$ 4,421.89	\$ 691.75	\$ 9,338.64	\$ 9,595.32
3	11-2023	Construction	\$ 425.00	\$ 650.00	\$ 750.00	\$ 2,400.00	\$ 4,225.00	\$ 4,421.89	\$ 691.75	\$ 9,338.64	\$ 9,595.32
4	12-2023	Construction	\$ 425.00	\$ 650.00	\$ 750.00	\$ 2,400.00	\$ 4,225.00	\$ 4,421.89	\$ 691.75	\$ 9,338.64	\$ 9,595.32
5	01-2024	Construction	\$ 425.00	\$ 650.00	\$ 750.00	\$ 2,400.00	\$ 4,225.00	\$ 4,421.89	\$ 691.75	\$ 9,338.64	\$ 9,595.32
6	02-2024	Construction	\$ 425.00	\$ 650.00	\$ 750.00	\$ 2,400.00	\$ 4,225.00	\$ 4,421.89	\$ 691.75	\$ 9,338.64	\$ 9,595.32
7	03-2024	Construction	\$ 425.00	\$ 650.00	\$ 750.00	\$ 2,400.00	\$ 4,225.00	\$ 4,421.89	\$ 691.75	\$ 9,338.64	\$ 9,595.32
8	04-2024	Construction	\$ 425.00	\$ 650.00	\$ 750.00	\$ 1,200.00	\$ 3,025.00	\$ 3,165.97	\$ 495.28	\$ 6,686.24	\$ 6,870.02
9	05-2024	Construction	\$ 425.00	\$ 650.00	\$ 750.00	\$ 1,200.00	\$ 3,025.00	\$ 3,165.97	\$ 495.28	\$ 6,686.24	\$ 6,870.02
10	06-2024	Construction	\$ 425.00	\$ 650.00	\$ 750.00	\$ 1,200.00	\$ 3,025.00	\$ 3,165.97	\$ 495.28	\$ 6,686.24	\$ 6,870.02
11	07-2024	Construction	\$ 425.00	\$ 650.00	\$ 750.00	\$ 1,200.00	\$ 3,025.00	\$ 3,165.97	\$ 495.28	\$ 6,686.24	\$ 6,870.02
12	08-2024	Construction	\$ 425.00	\$ 650.00	\$ 750.00	\$ 1,200.00	\$ 3,025.00	\$ 3,165.97	\$ 495.28	\$ 6,686.24	\$ 6,870.02
13	09-2024	Construction	\$ 425.00	\$ 650.00	\$ 750.00	\$ 1,200.00	\$ 3,025.00	\$ 3,165.97	\$ 495.28	\$ 6,686.24	\$ 6,870.02
14	10-2024	Construction	\$ 425.00	\$ 650.00	\$ 750.00	\$ 1,200.00	\$ 3,025.00	\$ 3,165.97	\$ 495.28	\$ 6,686.24	\$ 6,870.02
15	11-2024	Construction	\$ 425.00	\$ 650.00	\$ 750.00	\$ 1,200.00	\$ 3,025.00	\$ 3,165.97	\$ 495.28	\$ 6,686.24	\$ 6,870.02
16	12-2024	Construction	\$ 425.00	\$ 650.00	\$ 375.00	\$ 600.00	\$ 2,050.00	\$ 2,145.53	\$ 335.64	\$ 4,531.17	\$ 4,655.72
17	01-2025	Construction	\$ 425.00	\$ 650.00	\$ 375.00	\$ 600.00	\$ 2,050.00	\$ 2,145.53	\$ 335.64	\$ 4,531.17	\$ 4,655.72
18	02-2025	Construction	\$ 425.00	\$ 650.00	\$ 375.00	\$ 600.00	\$ 2,050.00	\$ 2,145.53	\$ 335.64	\$ 4,531.17	\$ 4,655.72
19	03-2025	Construction	\$ 425.00	\$ 650.00	\$ 375.00	\$ 600.00	\$ 2,050.00	\$ 2,145.53	\$ 335.64	\$ 4,531.17	\$ 4,655.72
20	04-2025	Construction	\$ 425.00	\$ 650.00	\$ 375.00	\$ 600.00	\$ 2,050.00	\$ 2,145.53	\$ 335.64	\$ 4,531.17	\$ 4,655.72
21	05-2025	Construction	\$ 425.00	\$ 650.00	\$ 375.00	\$ 600.00	\$ 2,050.00	\$ 2,145.53	\$ 335.64	\$ 4,531.17	\$ 4,655.72
22	45809	Construction	\$ 425.00	\$ 650.00	\$ -	\$ -	\$ 1,075.00	\$ 1,125.10	\$ 176.01	\$ 2,376.10	\$ 2,441.41
23	45839	Construction	\$ 425.00	\$ 650.00	\$ -	\$ -	\$ 1,075.00	\$ 1,125.10	\$ 176.01	\$ 2,376.10	\$ 2,441.41
24	45870	Construction	\$ 425.00	\$ 650.00	\$ -	\$ -	\$ 1,075.00	\$ 1,125.10	\$ 176.01	\$ 2,376.10	\$ 2,441.41
25	45901	Closeout	\$ 170.00	\$ 325.00	\$ -	\$ -	\$ 495.00	\$ 518.07	\$ 81.05	\$ 1,094.11	\$ 1,124.18
26	45931	Closeout	\$ 170.00	\$ 325.00	\$ -	\$ -	\$ 495.00	\$ 518.07	\$ 81.05	\$ 1,094.11	\$ 1,124.18
			\$ 10,540.00	\$ 16,250.00	\$ 13,500.00	\$ 30,000.00					
Total Hours							\$ 70,290.00	\$73,565.51	\$11,508.44	\$ 155,363.96	\$ 159,634.25

Attachment: Exhibit B - Cost Proposal (9782 : Mt Vernon Viaduct PCM Award Contract No. 23-1002971)

Minute Action

AGENDA ITEM: 41

Date: September 6, 2023

Subject:

Award Contract No. 23-1002891 for West Valley Connector Phase I - Mainline Project

Recommendation:

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

A. Award Construction Contract No. 23-1002891 based on the competitive low bid process, for the West Valley Connector Bus Rapid Transit Phase I Mainline Construction to Griffith Company in an amount not-to-exceed \$119,959,911.

B. Approve a Contingency amount of \$11,995,991.10 and authorize the Executive Director, or his designee, to release as necessary.

Background:

The West Valley Connector (WVC) Project will be a 100% zero-emission Bus Rapid Transit (BRT) system. The project is 19 miles and will upgrade a portion of existing Route 61, which runs along Holt Boulevard, adding approximately 3.5 miles of center-running dedicated bus-only lanes. There will be 21 stations 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.

On October 5, 2022, the San Bernardino County Transportation Authority (SBCTA) Board of Directors, authorized the Executive Director to release an Invitation for Bids for construction of the West Valley Connector BRT Mainline Project, upon General Counsel's final approval as to form, and completion of the Right-of-Way certification (ROW). The ROW certification was approved on December 6, 2022.

On May 15, 2023, an Invitation for Bids (IFB) No. 23-1002891 was released for the West Valley Connector Bus Rapid Transit (BRT) Phase 1 Mainline Construction in San Bernardino County with a bid due date of July 21, 2023. The 164 bidders were notified and all bidders downloaded the solicitation packet. The engineer's estimate for the construction contract was \$128,839,085.

A Pre-Bid conference was held on May 30, 2023 and 20 firms attended. There were six addendums published. Addendum No. 1 was published on May 26, 2023 to extend the Q&A deadline and provided bidders with various project related informational documents. Addendum No. 2 was published on June 14, 2023 to extend the request for plans and specifications deadline. Addendum No. 3 was published on June 22, 2023 to revise bid documents. Addendum No. 4 was published on June 27, 2023 to extend the Q&A deadline. Addendum No. 5 was published on July 12, 2023 to extend the due date by one week and revise the required Disadvantaged Business Enterprise forms. Addendum No. 6 was published on July 13, 2023 to revise the bid items list.

On July 28, 2023, SBCTA received three bids, the Procurement Analyst reviewed all bids for responsiveness and Griffith Company was the lowest responsive responsible bidder. The three responsive bid results were as follows:

Entity: San Bernardino County Transportation Authority

Board of Directors Agenda Item

September 6, 2023

Page 2

Griffith Company	\$119,959,911.00
Sully-Miller	\$120,950,000.00
Stacy and Witbeck	\$126,454,710.30

The Project Manager reviewed the bid and determined that the bid met all material aspects of the requirements and deemed the bid responsive. Furthermore, the Project Manager performed a price analysis and deemed that area responsive as well.

Based upon the above, staff is recommending Contract No. 23-1002891 be awarded to Griffith Company in the amount of \$119,959,911 and approve a contingency amount of \$11,995,991.10 and authorize the Executive Director, or his designee, to release as necessary.

Financial Impact:

This item is consistent with the Fiscal Year 2023/2024 Budget.

Reviewed By:

SBCTA General Counsel, Procurement Manager and Risk Manager have reviewed this item and the draft contract.

Responsible Staff:

Joy Buenaflor, Deputy Director of Transit & Rail Programs

Approved
Board of Directors
Date: September 6, 2023

Witnessed By:

San Bernardino County Transportation Authority

General Contract Information

Contract No: 23-1002891 Amendment No.: _____

Contract Class: Payable Department: Transit

Vendor No.: 02843 Vendor Name: Griffith Company

Description: West Valley Connector BRT Phase I Mainline Construction

List Any Related Contract Nos.: _____

Dollar Amount

Original Contract	\$	119,959,911.00	Original Contingency	\$	11,995,991.10
Prior Amendments	\$	-	Prior Amendments	\$	-
Prior Contingency Released	\$	-	Prior Contingency Released (-)	\$	-
Current Amendment	\$	-	Current Amendment	\$	-
Total/Revised Contract Value	\$	119,959,911.00	Total Contingency Value	\$	11,995,991.10
Total Dollar Authority (Contract Value and Contingency)				\$	131,955,902.10

Contract Authorization

Board of Directors Date: 09/06/2023 Board Item # 9084

Contract Management (Internal Purposes Only)

Capital Project Contracts Sole Source? No No Budget Adjustment

Federal/State/Local Construction N/A

Accounts Payable

Estimated Start Date: 09/06/2023 Expiration Date: 12/31/2039 Revised Expiration Date: _____

NHS: Yes QMP/QAP: Yes Prevailing Wage: Yes

								Total Contract Funding:	Total Contingency:
								\$	\$
Fund	Prog	Task	Sub-Task	Object	Revenue	PA Level	Revenue Code Name		
GL	1040	30	0315	0334	53701	41200000	LTF	-	1,077,829.00
GL	1050	30	0315	0334	53701	42218001	STA	-	285,447.00
GL	2565	30	0315	0334	53701	42206510	TIRCP	18,778,000.00	-
GL	2705	30	0315	0334	53701	42217719	SCCP	65,000,000.00	-
GL	2130	30	0315	0334	53701	42107026	FTA Small Starts/CIG	27,741,440.00	2,769,395.00
GL	2645	30	0315	0334	53701	42216201	AHSC - STI	6,674,625.00	-
GL	2645	30	0315	0334	53701	42216201	AHSC - TRA	1,490,846.00	-
GL	2122	30	0315	0334	53701	42107028	FTA CMAQ	275,000.00	-
GL	4160	30	0315	0334	53701	41100000	MSI BRT	-	7,863,320.10
GL								-	-
GL								-	-
GL								-	-
GL								-	-
GL								-	-

Joy Buenaflor

Project Manager

Victor Lopez

Task Manager

Additional Notes:

Attachment: 23-1002891 CSS (9084 : Award Contract No. 23-1002891 for West Valley Connector Mainline Project)

CONTRACT 23-1002891

**BY AND BETWEEN
SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY
AND**

**GRIFFITH COMPANY
FOR**

**WEST VALLEY CONNECTOR BRT – PHASE 1
MAINLINE CONSTRUCTION**

This contract (“Contract”) is effective on the Effective Date as defined herein, by and between San Bernardino County Transportation Authority, (“SBCTA”), whose address is 1170 W. 3rd Street, 2nd Floor, San Bernardino, California 92410-1715, and Griffith Company, a California corporation, (“CONTRACTOR”) whose address is 12200 Bloomfield Ave. Santa Fe Springs, CA 90670. SBCTA and CONTRACTOR are each a “Party” and collectively the “Parties” herein.

RECITALS:

WHEREAS, SBCTA has determined that it requires construction of the Mainline for the West Valley Connector Project – Phase 1; and

WHEREAS, the work described herein cannot be performed by the employees of SBCTA; and

WHEREAS, CONTRACTOR has certified that it has the requisite personnel, experience, materials, and equipment and is fully capable and qualified to perform all work described herein identified herein; and

WHEREAS, CONTRACTOR desires to perform all work identified herein and to do so for the compensation and in accordance with the terms and conditions set forth in this contract.

NOW, THEREFORE, the Parties hereto agree as follows:

ARTICLE 1. CONTRACT DOCUMENTS

The complete Contract includes all of the following Contract Documents: the Invitation For Bids (IFB) and Addenda; Bidder’s Bid dated July 28, 2023; Performance and Payment Bonds; the Contract Articles (Contract); Prevailing Wage Rates (Exhibit A); completed Forms and Certifications (Exhibit B); Regulatory Requirements (Exhibit C); Special Provisions (Exhibit D, including Labor Surcharge and Equipment Rental Rates found in SP-18) issued May 15, 2023; Technical Specifications (Exhibit E) issued May 15, 2023 and Project Plans dated March 6, 2023; IFB and all Addenda (Exhibit F).

Attachment: 23-1002891 (9084 : Award Contract No. 23-1002891 for West Valley Connector Mainline Project)

ARTICLE 2. BONDS

CONTRACTOR will furnish a Payment Bond, in the form provided by SBCTA in the IFB, in an amount equal to one hundred percent (100%) of the Contract price, and a faithful Performance Bond in the form provided by SBCTA in the IFB, in an amount equal to one hundred percent (100%) of the Contract price, said bonds to be secured from a surety company satisfactory to SBCTA within ten (10) working days of the date of SBCTA's delivery to CONTRACTOR of the Notice of Award this Contract and prior to the commencement of work under this Contract. Bonds shall remain in full force and effect for a period of one (1) year following the date of filing of the Notice of Completion. Notwithstanding any other provision set forth in this Contract, performance by a Surety or Guarantor of any obligation of CONTRACTOR shall not relieve CONTRACTOR of any of its obligations thereunder.

ARTICLE 3. PROMPT PAYMENT/RETENTION

CONTRACTOR is required to pay all subcontractors for satisfactory performance of their work no later than 7 days from the date CONTRACTOR receives payment from SBCTA. SBCTA shall hold retainage from CONTRACTOR of five percent (5%) from each invoice, and shall make prompt and regular incremental acceptances of portions, as determined by SBCTA, of the Contract work and pay retainage to the CONTRACTOR based on these acceptances. The CONTRACTOR or subcontractor(s) shall return all monies withheld in retention from all subcontractors within 7 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the Contract work. Any delay or postponement of payment may take place only for good cause and with SBCTA's prior written approval. Any violation of these provisions shall subject CONTRACTOR to the penalties, sanctions, and other remedies specified in section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies otherwise available to the CONTRACTOR or subcontractor in the event of: a dispute involving late payment or nonpayment by the CONTRACTOR; deficient subcontractor performance; and/or non-compliance by a subcontractor. This Article applies to DBE and non-DBE subcontractors. Refer to Special Provision 11 (SP-11) Section A, Prompt Payment to Subcontractors, for additional requirements.

ARTICLE 4. COMPENSATION

4.1 SBCTA agrees to pay, and CONTRACTOR agrees to accept as full payment for the work outlined in the Contract documents, the lump sum of One Hundred Nineteen Million, Nine Hundred Fifty-nine Thousand, Nine Hundred Eleven Dollars and No Cents (\$119,959,911.00), per approved schedule of values and based on the percentage of progress achieved, subject to additions and deductions, if any, in accordance with said documents. Progress payments shall not be made more often than once each thirty (30) days, nor shall the amount paid be in excess of ninety-five percent (95%) of either the pro-rata amount due for completed work as the progress payment date or of the full

payment amount of the Contract at time of completion. Payment requests shall not be deemed properly completed unless certified payrolls and any other mandatory submittals have been properly completed and submitted for each week worked during the time period covered by said payment request. Final payment to be made after acceptance of the Project. The Schedule of Values presented on the next page is incorporated into this Contract by this reference.

- 4.2 Pursuant to California Public Contract Code section 22300, CONTRACTOR has the option to deposit securities with an Escrow Agent acceptable to SBCTA as a substitute for retention earnings required to be withheld. Alternatively, CONTRACTOR may submit a written request to SBCTA, who shall make payments of the retention amount directly to the Escrow Agent. The market value of the securities deposited at the time of substitution shall be at least equal to the cash amount required to be withheld as retention under this Contract. CONTRACTOR shall be responsible for paying all fees incurred by the Escrow Agent in administering the Escrow Account. Securities eligible for investment under this section shall include those listed in section 16430 of the Government Code.
- 4.3 In addition, on any partial payment made after 95 percent of the work has been completed, SBCTA may reduce the amount withheld from payment pursuant to the requirements of this Article to such lesser amount as SBCTA determines is adequate security for the fulfillment of the balance of the work and other requirements of the Contract, but in no event will that amount be reduced to less than 125 percent of the estimated value of the work yet to be completed as determined by the Engineer. A reduction in retention will only be made upon the written request of the Contractor and shall be approved in writing by the surety on the Performance Bond and by the surety on the Payment Bond. The approval of the surety shall be submitted to the Director of Transit and Rail, the signature of the person executing the approval for the surety shall be properly acknowledged, and the power of attorney authorizing the person to give that consent must either accompany the document or be on file with SBCTA.

Item Code	Description	Reference	Unit of Measure	Quantity	Griffith Company - Unit Price	Griffith Company - Line Total
1	DIGITAL KIOSK/PYLON	101426	EA	24	\$119,000.00	\$2,856,000.00
2	DIGITAL KIOSK	101426	EA	9	\$123,000.00	\$1,107,000.00
3	BRANDING PYLON	101426	EA	9	\$122,000.00	\$1,098,000.00
4	SIGN CABINET FOR DIGITAL KIOSK	101426	EA	4	\$570.00	\$2,280.00
5	2' TO 3'-WIDE TACTILE WARNING SURFACE TYPE 1	321726	SQFT	4446	\$69.50	\$308,997.00
6	3' X 4'-6" TACTILE WARNING SURFACE TYPE 2	321726	SQFT	135	\$69.50	\$9,382.50
7	3' X 5' TACTILE WARNING SURFACE TYPE 2	321726	SQFT	45	\$69.50	\$3,127.50
8	3' X 10' TACTILE WARNING SURFACE TYPE 2	321726	SQFT	540	\$69.50	\$37,530.00
9	2' X 11' TACTILE WARNING SURFACE TYPE 2	321726	SQFT	98	\$69.50	\$6,811.00
10	3' X 15' TACTILE WARNING SURFACE TYPE 2	321726	SQFT	90	\$69.50	\$6,255.00
11	CUSTOM SIZE TACTILE WARNING SURFACE TYPE 2	321726	SQFT	153	\$69.50	\$10,633.50
12	TRASH RECEPTACLE	323300	EA	27	\$6,300.00	\$170,100.00
13	BIKE RACK	323313	EA	27	\$1,570.00	\$42,390.00
14	BENCH	323300	EA	64	\$6,100.00	\$390,400.00
15	SIDE STATION POLYCARBONATE ROOF CANOPY PANELS	088000	SQFT	3076	\$300.00	\$922,800.00
16	SIDE STATION ROOF CANOPY STAND-OFFS	088000	EA	756	\$340.00	\$257,040.00
17	SIDE STATION INTEGRATED LIGHTING WITHIN CANOPY - 4 LF	265620	EA	189	\$3,600.00	\$680,400.00
18	SIDE STATION SHELTER GUTTER (APPROX 22 LF)	055000	EA	28	\$1,700.00	\$47,600.00
19	SIDE STATION ROOF DRAIN (INSIDE COLUMN)	055000	EA	28	\$3,400.00	\$95,200.00
20	SIDE STATION PERFORATED METAL WIND SCREEN SIDE PANEL	057013	SF	3600	\$41.30	\$148,680.00
21	SIDE & CENTER STATION PERFORATED METAL BRANDING PANEL	057013	EA	86	\$42.00	\$3,612.00
22	SIDE STATION SCORED CONCRETE SURFACE	033000	SQFT	3940	\$46.70	\$183,998.00
23	SIDE STATION RECESSED HOSE BOX	224300	EA	28	\$3,600.00	\$100,800.00
24	SIDE STATION VALVE BOX	224300	EA	28	\$3,460.00	\$96,880.00
25	ONTARIO MILLS STATION POLYCARBONATE ROOF CANOPY PANELS	088000	SQFT	847	\$97.50	\$82,582.50

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26	ONTARIO MILLS STATION ROOF CANOPY STAND-OFFS	088000	EA	192	\$97.50	\$18,720.00
27	ONTARIO MILLS STATION INTEGRATED LIGHTING WITHIN CANOPY - 4 LF	265620	EA	48	\$1,800.00	\$86,400.00
28	ONTARIO MILLS STATION POLE MOUNTED BACK-TO-BACK LIGHTS	265619	EA	4	\$25,500.00	\$102,000.00
29	ONTARIO MILLS STATION POLE MOUNTED SITE LIGHTS	265619	EA	3	\$23,000.00	\$69,000.00
30	ONTARIO MILLS STATION SHELTER GUTTER (APPROX 40 LF)	055000	EA	2	\$1,700.00	\$3,400.00
31	ONTARIO MILLS STATION ROOF DRAIN (INSIDE COLUMN)	055000	EA	2	\$3,400.00	\$6,800.00
32	ONTARIO MILLS STATION PERFORATED METAL WIND SCREEN SIDE PANEL	057013	SF	120	\$42.00	\$5,040.00
33	ONTARIO MILLS STATION SCORED CONCRETE SURFACE	033000	SQFT	6018	\$14.00	\$84,252.00
34	ONTARIO MILLS STATION RECESSED HOSE BOX	224300	EA	2	\$3,630.00	\$7,260.00
35	ONTARIO MILLS STATION VALVE BOX	224300	EA	2	\$3,490.00	\$6,980.00
36	CENTER STATION POLYCARBONATE ROOF CANOPY PANELS	088000	SQFT	2118	\$212.00	\$449,016.00
37	CENTER STATION ROOF CANOPY STAND-OFFS	088000	EA	480	\$211.00	\$101,280.00
38	CENTER STATION INTEGRATED LIGHTING WITHIN CANOPY - 4 LF	265620	EA	120	\$1,400.00	\$168,000.00
39	CENTER STATION SHELTER GUTTER (APPROX 40 LF)	055000	EA	5	\$2,800.00	\$14,000.00
40	CENTER STATION ROOF DRAIN (INSIDE COLUMN)	055000	EA	5	\$726.00	\$3,630.00
41	CENTER STATION PERFORATED METAL WIND SCREEN SIDE PANEL	057013	SF	450	\$71.00	\$31,950.00
42	CENTER STATION PAVERS	321413	SQFT	5534	\$155.00	\$857,770.00
43	CENTER STATION LINEAR PAVER (6" x 48")	321413	LF	1039	\$102.00	\$105,978.00
44	CENTER STATION CONCRETE BROOM FINISH AREA	321413	SQFT	270	\$55.50	\$14,985.00
45	CENTER STATION PRECAST TREAD (4.5' LF)	321413	EA	5	\$838.00	\$4,190.00
46	CENTER STATION RAILING FOR BIKE RAMPS AND SLOPED WALKWAY	055213	LF	485	\$288.00	\$139,680.00
47	CENTER STATION HAND RAIL (3.25' TRAVEL LENGTH) FOR STEP DOWN TO UTILITY AREA	055213	EA	10	\$3,600.00	\$36,000.00
48	CENTER STATION UTILITY GATE	323119	EA	5	\$6,170.00	\$30,850.00
49	CENTER STATION ILLUMINATED BOLLARD	265620	EA	35	\$19,500.00	\$682,500.00

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50	CENTER STATION RECESSED HOSE BOX	224300	EA	5	\$3,630.00	\$18,150.00
51	CENTER STATION VALVE BOX	224300	EA	5	\$3,490.00	\$17,450.00
52	CENTER STATION SQUARE PLANTER BOX	033000	EA	5	\$4,250.00	\$21,250.00
53	CENTER STATION RECTANGLE PLANTER BOX	033000	EA	5	\$12,000.00	\$60,000.00
54	CENTER STATION PLANTER BOXES ALONGSIDE SLOPED WALK ENTRANCES	033000	EA	10	\$14,000.00	\$140,000.00
55	CENTER STATION SLOPED WALK ENTRANCE	033000	SQFT	1800	\$28.00	\$50,400.00
56	STATION WATER REPELLENT	071900	SQFT	25629	\$4.30	\$110,204.70
57	STATION CONCRETE SEALANT	079200	SQFT	25629	\$4.30	\$110,204.70
58	HIGH PERFORMANCE COATING FOR ALL STRUCTURAL AND MISC STEEL (INCLUDES RAILINGS AND GATES)	099600	SQFT	19348	\$19.00	\$367,612.00
59	GRAFFITI RESISTANT COATING FOR ALL STRUCTURAL AND MISC STEEL (INCLUDES RAILINGS AND GATES)	099623	SQFT	19348	\$5.35	\$103,511.80
60	METAL STATION NAME SIGN	101400	EA	43	\$1,950.00	\$83,850.00
61	ADA SIGNAGE WITH BRAILLE	101400	EA	43	\$1,015.00	\$43,645.00
62	CODE OF CONDUCT SIGN	101400	EA	43	\$530.00	\$22,790.00
63	2" HDPE CONDUIT	334300	LF	196	\$94.00	\$18,424.00
64	SCH 80 PVC CONDUIT	334300	LF	196	\$98.00	\$19,208.00
87	REMOVE DECORATIVE CURB	024100	LF	82	\$5.40	\$442.80
88	REMOVE AND SALVAGE SIGN	024100	EA	3	\$362.00	\$1,086.00
89	REMOVE PEDESTRIAN PUSH BUTTON	024100	EA	2	\$177.00	\$354.00
90	REMOVE FENCE	024100	LF	7906	\$14.30	\$113,055.80
91	REMOVE RAILING	024100	LF	23	\$154.00	\$3,542.00
92	REMOVE GATE	024100	EA	46	\$1,370.00	\$63,020.00
93	REMOVE GUARDRAIL	024100	LF	51	\$169.00	\$8,619.00
94	REMOVE WALL	024100	LF	973	\$43.50	\$42,325.50
95	REMOVE BOLLARD	024100	EA	159	\$200.00	\$31,800.00
96	REMOVE BUS BENCH	024100	EA	3	\$235.00	\$705.00
97	REMOVE TRASH RECEPTACLE	024100	EA	7	\$163.00	\$1,141.00
98	REMOVE TREE GRATE	024100	EA	2	\$284.00	\$568.00
99	REMOVE TREE STAND	024100	EA	2	\$11.50	\$23.00
100	REMOVE BIKE RACK	024100	EA	2	\$11.50	\$23.00
101	REMOVE PARKING WHEEL STOP	024100	EA	16	\$76.00	\$1,216.00
102	REMOVE PAY PHONE	024100	EA	4	\$660.00	\$2,640.00
103	REMOVE MONUMENT SIGN	24100	EA	61	\$1,700.00	\$103,700.00
104	REMOVE PRIVATE LIGHT	024100	EA	76	\$2,900.00	\$220,400.00
105	REMOVE BILLBOARD	024100	EA	3	\$13,000.00	\$39,000.00
106	REMOVE PARKING SPACE	024100	EA	5	\$609.00	\$3,045.00

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107	RELOCATE NEWSPAPER STANDS	024100	EA	7	\$1,180.00	\$8,260.00
108	RELOCATE BUS SHELTER	024100	EA	4	\$8,010.00	\$32,040.00
109	RELOCATE BUS BENCH	024100	EA	15	\$1,830.00	\$27,450.00
110	RELOCATE TRASH RECEPTACLE	024100	EA	6	\$395.00	\$2,370.00
111	RELOCATE SIGN	024100	EA	49	\$289.00	\$14,161.00
112	RELOCATE MAILBOX	024100	EA	50	\$548.00	\$27,400.00
113	RELOCATE ADDRESS PEDESTAL	024100	EA	1	\$382.00	\$382.00
114	SALVAGE BUS SHELTER TO CITY	024100	EA	2	\$592.00	\$1,184.00
115	SALVAGE BUS BENCH TO CITY	024100	EA	2	\$592.00	\$1,184.00
116	ASPHALT CONCRETE PAVEMENT	321216	TON	33575	\$124.00	\$4,163,300.00
117	ASPHALT RUBBER HOT MIX	321216	TON	17948	\$158.00	\$2,835,784.00
118	GRIND AND OVERLAY	321216	SQFT	470250	\$0.75	\$352,687.50
119	REMOVE BURIED CONCRETE PAVEMENT	321216	SQFT	291674	\$0.90	\$262,506.60
120	CRUSHED AGGREGATE BASE	321123	CY	20818	\$87.00	\$1,811,166.00
121	ROADWAY EXCAVATION	312317	CY	50895	\$62.00	\$3,155,490.00
122	EMBANKMENT (NON-PAY)	N/A	CY	3008	\$39.00	\$117,312.00
123	CLEARING AND GRUBBING	311100	LS	1	\$450,000.00	\$450,000.00
124	SUBGRADE PREPARATION	312313	SY	74940	\$4.80	\$359,712.00
125	RUB RAIL	321714	LF	1404	\$195.00	\$273,780.00
126	ROLLED CURB MOD PER CONSTRUCTION DETAILS	033000	LF	1030	\$53.00	\$54,590.00
127	PLATFORM STATION CURB PER CONSTRUCTION DETAILS	033000	LF	1654	\$90.00	\$148,860.00
128	CURB AND GUTTER (TYPE A) PER CITY OF ONTARIO STD DWG NO 1201	033000	LF	29653	\$53.00	\$1,571,609.00
129	CURB AND GUTTER (TYPE B) PER CITY OF ONTARIO STD DWG NO 1201	033000	LF	23264	\$59.00	\$1,372,576.00
130	6" CURB PER CONSTRUCTION DETAILS	033000	LF	1618	\$57.00	\$92,226.00
131	RETAINING CURB PER CONSTRUCTION DETAILS	033000	LF	924	\$114.00	\$105,336.00
132	EQUIPMENT PAD PER CONSTRUCTION DETAILS	033000	EA	28	\$18,900.00	\$529,200.00
133	SIDEWALK PER CITY OF ONTARIO STD DWG NO 1209, 1212, 1216, AND 1217	033000	SQFT	92812	\$10.75	\$997,729.00
134	WHEELCHAIR RAMP PER CITY OF ONTARIO STD DWG NO 1213 TYPE I	033000	CY	85	\$1,600.00	\$136,000.00
135	WHEELCHAIR RAMP PER CITY OF ONTARIO STD DWG NO 1213 TYPE II	033000	CY	12	\$1,930.00	\$23,160.00
136	CURB RAMP (CASE A) PER CALTRANS STD PLAN NO A88A	033000	CY	4	\$2,060.00	\$8,240.00
137	MODIFIED CURB RAMP PER CONSTRUCTION DETAILS	033000	CY	12	\$1,840.00	\$22,080.00

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138	MAINTENANCE VEHICLE MEDIAN TURN OUT PER CITY OF ONTARIO STD DWG NO 1218	033000	SQFT	5476	\$51.50	\$282,014.00
139	BUS PAD PER SPPWC STD NO 131-2 AND PER CONSTRUCTION DETAILS	033000	SQFT	41428	\$21.50	\$890,702.00
140	STANDARD COMMERCIAL DRIVEWAY APPROACH PER CITY OF ONTARIO STD DWG NO 1204 AND PER CONSTRUCTION DETAILS	033000	SQFT	99948	\$20.75	\$2,073,921.00
141	MODIFIED COMMERCIAL DRIVEWAY APPROACH PER CONSTRUCTION DETAILS	033000	SQFT	4245	\$22.00	\$93,390.00
142	RESIDENTIAL DRIVEWAY APPROACH I PER CITY OF ONTARIO STD DWG NO 1203 AND PER CONSTRUCTION DETAILS	033000	SQFT	9882	\$24.00	\$237,168.00
143	RESIDENTIAL DRIVEWAY APPROACH II PER CITY OF ONTARIO STD DWG NO 1205 AND PER CONSTRUCTION DETAILS	033000	SQFT	838	\$24.50	\$20,531.00
144	MODIFIED CURB AND GUTTER PER CONSTRUCTION DETAILS	033000	LF	241	\$53.50	\$12,893.50
145	MODIFIED SIDEWALK PER CONSTRUCTION DETAILS	033000	SQFT	2370	\$13.50	\$31,995.00
146	CROSS GUTTER PER CITY OF ONTARIO STD DWG NO 1208	033000	CY	88	\$850.00	\$74,800.00
147	MODIFIED CROSS GUTTER PER CONSTRUCTION DETAILS	033000	CY	4	\$1,370.00	\$5,480.00
148	STAIRS PER CONSTRUCTION DETAILS	033000	CY	1	\$11,700.00	\$11,700.00
149	INSTALL DECORATIVE FENCE	323000	LF	268	\$485.00	\$129,980.00
150	WALL PER CONSTRUCTION DETAILS	033000	LF	772	\$519.00	\$400,668.00
151	COBBLESTONE WALL	033000	LF	96	\$795.00	\$76,320.00
152	DECORATIVE WALL IN PRIVATE PROPERTY	042000	LF	54	\$1,200.00	\$64,800.00
153	NON RETAINING CONCRETE BLOCK WALL PER CITY OF ONTARIO INFORMATION BULLETIN 202	042000	LF	39	\$737.00	\$28,743.00
154	NON RETAINING CONCRETE BLOCK WALL PER SAN BERNARDINO COUNTY STD PLAN NO 301	042000	LF	82	\$688.00	\$56,416.00
155	REINFORCED CONCRETE RETAINING WALL TYPE 1 PER SPPWC STD NO 610-3	033000	LF	272	\$562.00	\$152,864.00
156	RAILING PER CONSTRUCTION DETAILS	055200	LF	337	\$385.00	\$129,745.00
157	MISCELLANEOUS CONCRETE	033000	CY	943	\$1,100.00	\$1,037,300.00
158	CONSTRUCT CENTER ISLAND MEDIAN NOSE PER CONSTRUCTION DETAILS	033000	EA	4	\$9,800.00	\$39,200.00

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159	CONSTRUCT MODIFIED BUS PAD PER CONSTRUCTION DETAILS	033000	SQFT	11438	\$21.00	\$240,198.00
160	CONSTRUCT MODIFIED SAN ANTONIO BUS PAD PER CONSTRUCTION DETAILS	033000	SQFT	1540	\$21.50	\$33,110.00
161	SIDEWALK PER CITY OF MONTCLAIR STD PLAN NO 114	033000	SQFT	351	\$20.50	\$7,195.50
162	SIDEWALK PER CITY OF POMONA STD DWG NO A-7-02	033000	SQFT	3135	\$12.00	\$37,620.00
163	8" CURB AND GUTTER PER CITY OF POMONA STD DWG NO A-3-64	033000	LF	91	\$66.00	\$6,006.00
164	SIDEWALK PER CITY OF RANCHO CUCAMONGA STD DWG NO 103	033000	SQFT	3769	\$14.00	\$52,766.00
165	8" CURB AND GUTTER PER CITY OF RANCHO CUCAMONGA STD DWG NO 104	033000	LF	312	\$60.00	\$18,720.00
166	REPLACE EXISTING PAVERS	321416	SQFT	33	\$103.00	\$3,399.00
167	DECORATIVE CURB TO MATCH EXIST	033000	LF	4	\$1,870.00	\$7,480.00
168	RECONSTRUCT WALL FAADE TO MATCH EXIST	033000	LF	52	\$492.00	\$25,584.00
169	STRUCTURE EXCAVATION	321318	CY	2235	\$118.00	\$263,730.00
170	STRUCTURE BACKFILL	321318	CY	1755	\$157.00	\$275,535.00
171	24" CAST-IN-DRILLED-HOLE CONCRETE PILING	316214	LF	544	\$1,063.00	\$578,272.00
172	STRUCTURAL CONCRETE, 3250 PSI	033100	CY	948	\$520.00	\$492,960.00
173	BAR REINFORCING STEEL	032000	LB	128088	\$3.30	\$422,690.40
174	FURNISH AND INSTALL STRUCTURAL STEEL	051200	LB	96255	\$18.00	\$1,732,590.00
175	STORM WATER POLLUTION CONTROL	015723	LS	1	\$150,000.00	\$150,000.00
176	REMOVE HEADWALL	334210	EA	2	\$4,000.00	\$8,000.00
177	REMOVE CATCH BASIN	334210	EA	22	\$4,000.00	\$88,000.00
178	REMOVE MODIFIED GDO	334210	EA	6	\$3,000.00	\$18,000.00
179	REMOVE MANHOLE	334210	EA	3	\$3,000.00	\$9,000.00
180	CONCRETE LOCAL DEPRESSION	334210	EA	22	\$4,290.00	\$94,380.00
181	REMOVE 18-INCH RCP	334210	LF	140	\$188.00	\$26,320.00
182	REMOVE 21-INCH RCP	334210	LF	130	\$192.00	\$24,960.00
183	REMOVE 24-INCH RCP	334210	LF	59	\$150.00	\$8,850.00
184	REMOVE 36-INCH RCP	334210	LF	9	\$818.00	\$7,362.00
185	REMOVE 24-INCH X 6-INCH RCB	334210	LF	5	\$766.00	\$3,830.00
186	REMOVE 24-INCH X 7-INCH RCB	334210	LF	43	\$333.00	\$14,319.00
187	REMOVE 24-INCH X 8-INCH RCB	334210	LF	231	\$396.00	\$91,476.00
188	REMOVE 24-INCH X 18-INCH RCB	334210	LF	96	\$183.00	\$17,568.00
189	ABANDON EXISTING 18-INCH STORM DRAIN	334210	LF	69	\$148.00	\$10,212.00
190	ABANDON EXISTING 30-INCH STORM DRAIN	334210	LF	15	\$420.00	\$6,300.00

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191	ABANDON EXISTING 24-INCH X 8-INCH RCB	334210	LF	46	\$152.00	\$6,992.00
193	ABANDON EXISTING PARKWAY DRAIN	334210	EA	1	\$5,580.00	\$5,580.00
194	18-INCH RCP	334210	LF	340	\$650.00	\$221,000.00
195	24-INCH RCP	334210	LF	291	\$690.00	\$200,790.00
196	30-INCH RCP	334210	LF	17	\$1,640.00	\$27,880.00
197	36-INCH RCP	334210	LF	170	\$550.00	\$93,500.00
198	24-INCH X 6-INCH RCB	334210	LF	18	\$2,790.00	\$50,220.00
199	24-INCH X 7-INCH RCB	334210	LF	50	\$1,730.00	\$86,500.00
200	24-INCH X 18-INCH RCB	334210	LF	61	\$1,390.00	\$84,790.00
202	36-INCH X 4-INCH RCB	334210	LF	27	\$1,660.00	\$44,820.00
203	CATCH BASIN NO. 2 (W=5')	334210	EA	1	\$15,500.00	\$15,500.00
204	CATCH BASIN NO. 2 (W=6')	334210	EA	1	\$15,500.00	\$15,500.00
205	CATCH BASIN NO. 2 (W=7')	334210	EA	7	\$15,500.00	\$108,500.00
206	CATCH BASIN NO. 2 (W=8')	334210	EA	2	\$16,600.00	\$33,200.00
207	CATCH BASIN NO. 2 (W=9')	334210	EA	1	\$16,600.00	\$16,600.00
208	CATCH BASIN NO. 2 (W=10')	334210	EA	1	\$18,700.00	\$18,700.00
209	CATCH BASIN NO. 2 (W=11')	334210	EA	2	\$18,700.00	\$37,400.00
210	CATCH BASIN NO. 2 (W=12')	334210	EA	1	\$19,000.00	\$19,000.00
211	CATCH BASIN NO. 2 (W=13')	334210	EA	1	\$19,700.00	\$19,700.00
212	CATCH BASIN NO. 2 (W=14')	334210	EA	1	\$19,700.00	\$19,700.00
213	CATCH BASIN NO. 2 (W=15')	334210	EA	5	\$21,700.00	\$108,500.00
214	CATCH BASIN NO. 2 (W=17')	334210	EA	1	\$26,900.00	\$26,900.00
216	CATCH BASIN NO. 6 (W=24')	334210	EA	1	\$30,200.00	\$30,200.00
217	MODIFIED TYPE GDO	334210	EA	6	\$10,800.00	\$64,800.00
218	CATCH BASIN CONNECTION	334210	EA	26	\$531.00	\$13,806.00
219	MANHOLE CONNECTION	334210	EA	8	\$531.00	\$4,248.00
220	JOIN EXISTING CATCH BASIN/MANHOLE	334210	EA	9	\$4,080.00	\$36,720.00
221	CONCRETE COLLAR	334210	EA	6	\$1,330.00	\$7,980.00
222	CONCRETE CASING	334210	LF	18	\$587.00	\$10,566.00
223	MANHOLE NO. 1	334210	EA	8	\$19,500.00	\$156,000.00
224	JUNCTION STRUCTURE NO. 2	334210	EA	2	\$16,000.00	\$32,000.00
225	HEADWALL, WING-TYPE	334210	EA	1	\$15,500.00	\$15,500.00
226	ADJUST TO GRADE STORM DRAIN MANHOLE	334210	EA	17	\$1,840.00	\$31,280.00
227	CLASS I RSP	334210	CY	9	\$246.00	\$2,214.00
228	CLASS 8 RSP-FABRIC	334210	SY	17	\$22.50	\$382.50
229	BIORETENTION PLANTER BMP	334210	LS	1	\$110,000.00	\$110,000.00
230	PARKWAY DRAIN NO 1	334210	EA	8	\$6,070.00	\$48,560.00
231	PARKWAY DRAIN NO 2	334210	EA	3	\$6,700.00	\$20,100.00
232	RETROFIT EXISTING CATCH BASIN WITH CPS UNIT	334210	EA	6	\$2,900.00	\$17,400.00

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233	INSTALL NEW ROADSIDE SIGN - ONE POST	321724	EA	488	\$407.00	\$198,616.00
234	INSTALL NEW ROADSIDE SIGN - STRAP AND SADDLE	321724	EA	103	\$215.00	\$22,145.00
235	REMOVE EXISTING SIGN	321724	EA	67	\$174.00	\$11,658.00
236	REMOVE EXISTING SIGN AND REPLACE WITH NEW ROADSIDE SIGN - ONE POST	321724	EA	18	\$284.00	\$5,112.00
237	RELOCATE EXISTING SIGN	321724	EA	4	\$175.00	\$700.00
238	4" THERMOPLASTIC TRAFFIC STRIPE	321724	LF	89908	\$1.30	\$116,880.40
239	6" THERMOPLASTIC TRAFFIC STRIPE (BROKEN 36-12)	321724	LF	32006	\$1.45	\$46,408.70
240	6" THERMOPLASTIC TRAFFIC STRIPE (BROKEN 6-1)	321724	LF	3340	\$1.45	\$4,843.00
241	6" THERMOPLASTIC TRAFFIC STRIPE	321724	LF	14544	\$1.45	\$21,088.80
242	8" THERMOPLASTIC TRAFFIC STRIPE (BROKEN 12-3)	321724	LF	934	\$1.45	\$1,354.30
243	8" THERMOPLASTIC TRAFFIC STRIPE	321724	LF	5138	\$1.75	\$8,991.50
244	12" THERMOPLASTIC TRAFFIC STRIPE	321724	LF	232	\$2.45	\$568.40
245	24" THERMOPLASTIC TRAFFIC STRIPE	321724	LF	1075	\$4.90	\$5,267.50
246	THERMOPLASTIC PAVEMENT MARKING	321724	SQFT	23408	\$6.50	\$152,152.00
247	PAINT MEDIAN CURB NOSE WITH YELLOW REFLECTIVE PAINT	321724	LF	257	\$3.25	\$835.25
248	STRIPE LANE RED	321724	SQFT	20400	\$14.70	\$299,880.00
249	RETROREFLECTIVE RAISED PAVEMENT MARKER	321724	EA	2064	\$5.95	\$12,280.80
250	NON-REFLECTIVE MARKER	321724	EA	2457	\$3.80	\$9,336.60
251	REMOVE PAVEMENT MARKING	320112	SQFT	1634	\$6.50	\$10,621.00
252	PRECAST CONCRETE PARKING BUMPER	034826	EA	15	\$76.00	\$1,140.00
253	CONSTRUCTION AREA SIGNS	015526	LS	1	\$175,000.00	\$175,000.00
254	TRAFFIC CONTROL PLAN	015526	LS	1	\$100,000.00	\$100,000.00
255	TRAFFIC MANAGEMENT PLAN (TMP)	015526	LS	1	\$50,000.00	\$50,000.00
256	TRAFFIC CONTROL SYSTEM	015526	LS	1	\$1,150,000.00	\$1,150,000.00
257	AUTOMATED WORK ZONE INFORMATION SYSTEM	015526	LS	1	\$1.00	\$1.00
258	FLASHING ARROW SIGN	015526	EA	34	\$1,180.00	\$40,120.00
259	TYPE III BARRICADE	015526	EA	160	\$116.00	\$18,560.00
260	TEMPORARY PAVEMENT MARKING (PAINT)	015526	SQFT	2170	\$2.80	\$6,076.00
261	TEMPORARY TRAFFIC STRIPE (PAINT)	015526	LF	201400	\$1.70	\$342,380.00
262	PLASTIC TRAFFIC DRUM	015526	EA	560	\$56.00	\$31,360.00
263	TEMPORARY PEDESTRIAN ACCESS ROUTE	015526	LS	1	\$42,100.00	\$42,100.00
264	PORTABLE CHANGEABLE MESSAGE SIGNS	015526	LS	1	\$100,000.00	\$100,000.00

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265	TEMPORARY RAILING (TYPE K)	015526	LF	49360	\$20.00	\$987,200.00
266	ALTERNATIVE TEMPORARY CRASH CUSHION	015526	EA	180	\$1,500.00	\$270,000.00
267	TEMPORARY CHAIN LINK FENCE (TYPE CL-6)	015526	LF	25300	\$29.50	\$746,350.00
268	JERSEY BARRIER (WATER FILLED)	015526	LF	4900	\$77.00	\$377,300.00
269	SECURITY CHAIN LINK FENCE	015526	LF	3900	\$69.00	\$269,100.00
270	SECURITY CHAIN LINK GATES	015526	EA	40	\$2,500.00	\$100,000.00
271	STREET LIGHT IMPROVEMENT PLAN (ONTARIO)	344114.3	LS	1	\$5,270,000.00	\$5,270,000.00
272	STREET LIGHT IMPROVEMENT PLAN (POMONA)	344114.1	LS	1	\$181,000.00	\$181,000.00
273	STREET LIGHT IMPROVEMENT PLAN (RANCHO CUCAMONGA)	344114.1	LS	1	\$397,000.00	\$397,000.00
274	EXISTING SIGNAL REMOVAL PLAN (MONTCLAIR - HOLT BLVD AT BENSON AVE)	344114.2	LS	1	\$35,200.00	\$35,200.00
275	EXISTING SIGNAL REMOVAL PLAN (ONTARIO - HOLT BLVD AT SAN ANTONIO AVE)	344114.3	LS	1	\$53,300.00	\$53,300.00
276	EXISTING SIGNAL REMOVAL PLAN (ONTARIO - HOLT BLVD AT PLUM AVE)	344114.3	LS	1	\$48,000.00	\$48,000.00
277	EXISTING SIGNAL REMOVAL PLAN (ONTARIO - HOLT BLVD AT SULTANA AVE)	344114.3	LS	1	\$36,300.00	\$36,300.00
278	EXISTING SIGNAL REMOVAL PLAN (ONTARIO - HOLT BLVD AT CAMPUS AVE)	344114.3	LS	1	\$51,200.00	\$51,200.00
279	EXISTING SIGNAL REMOVAL PLAN (ONTARIO - HOLT BLVD AT ALLYN AVE)	344114.3	LS	1	\$54,400.00	\$54,400.00
280	EXISTING SIGNAL REMOVAL PLAN (ONTARIO - HOLT BLVD AT PED XING SB COUNTY DRIVEWAY)	344114.3	LS	1	\$37,300.00	\$37,300.00
281	TEMPORARY SIGNAL SYSTEMS PLAN (MONTCLAIR - HOLT BLVD AT BENSON AVE - STAGE 2)	344114.2	LS	1	\$71,500.00	\$71,500.00
282	TEMPORARY SIGNAL SYSTEMS PLAN (ONTARIO - HOLT BLVD AT SAN ANTONIO AVE - STAGE 2)	344114.3	LS	1	\$33,100.00	\$33,100.00
283	TEMPORARY SIGNAL SYSTEMS PLAN (ONTARIO - HOLT BLVD AT SULTANA AVE - STAGE 2)	344114.3	LS	1	\$67,200.00	\$67,200.00
284	TEMPORARY SIGNAL SYSTEMS PLAN (ONTARIO - HOLT BLVD AT CAMPUS AVE - STAGE 2)	344114.3	LS	1	\$85,300.00	\$85,300.00

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285	TEMPORARY SIGNAL SYSTEMS PLAN (ONTARIO - HOLT BLVD AT ALLYN AVE - STAGE 2)	344114.3	LS	1	\$49,100.00	\$49,100.00
286	TEMPORARY SIGNAL SYSTEMS PLAN (ONTARIO - HOLT BLVD AT PED XING SB COUNTY DRIVEWAY - STAGE 2)	344114.3	LS	1	\$49,100.00	\$49,100.00
287	TEMPORARY SIGNAL SYSTEMS PLAN (ONTARIO - HOLT BLVD AT SAN ANTONIO AVE - STAGE 3)	344114.3	LS	1	\$61,900.00	\$61,900.00
288	TEMPORARY SIGNAL SYSTEMS PLAN (ONTARIO - HOLT BLVD AT EUCLID - STAGE 3)	344114.3	LS	1	\$38,400.00	\$38,400.00
289	TEMPORARY SIGNAL SYSTEMS PLAN (ONTARIO - HOLT BLVD AT PLUM AVE - STAGE 3)	344114.3	LS	1	\$63,000.00	\$63,000.00
290	TEMPORARY SIGNAL SYSTEMS PLAN (ONTARIO - HOLT BLVD AT SULTANA AVE - STAGE 3)	344114.3	LS	1	\$47,800.00	\$47,800.00
291	TEMPORARY SIGNAL SYSTEMS PLAN (ONTARIO - HOLT BLVD AT CAMPUS AVE - STAGE 3)	344114.3	LS	1	\$41,300.00	\$41,300.00
292	TEMPORARY SIGNAL SYSTEMS PLAN (ONTARIO - HOLT BLVD AT ALLYN AVE - STAGE 3)	344114.3	LS	1	\$42,400.00	\$42,400.00
293	TEMPORARY SIGNAL SYSTEMS PLAN (ONTARIO - HOLT BLVD AT PED XING SB COUNTY DRIVEWAY - STAGE 3)	344114.3	LS	1	\$32,600.00	\$32,600.00
294	TEMPORARY SIGNAL SYSTEMS PLAN (ONTARIO - HOLT BLVD AT MOUNTAIN AVE - STAGE 4)	344114.3	LS	1	\$31,500.00	\$31,500.00
295	TEMPORARY SIGNAL SYSTEMS PLAN (ONTARIO - HOLT BLVD AT SAN ANTONIO AVE - STAGE 4)	344114.3	LS	1	\$37,000.00	\$37,000.00
296	TEMPORARY SIGNAL SYSTEMS PLAN (ONTARIO - HOLT BLVD AT EUCLID AVE - STAGE 4)	344114.3	LS	1	\$35,900.00	\$35,900.00
297	TEMPORARY SIGNAL SYSTEMS PLAN (ONTARIO - HOLT BLVD AT SULTANA AVE - STAGE 4)	344114.3	LS	1	\$38,000.00	\$38,000.00
298	TEMPORARY SIGNAL SYSTEMS PLAN (ONTARIO - HOLT BLVD AT CAMPUS AVE - STAGE 4)	344114.3	LS	1	\$38,000.00	\$38,000.00
299	TEMPORARY SIGNAL SYSTEMS PLAN (ONTARIO - HOLT BLVD AT ALLYN AVE - STAGE 4)	344114.3	LS	1	\$37,000.00	\$37,000.00
300	TEMPORARY SIGNAL SYSTEMS PLAN (ONTARIO - HOLT BLVD AT CORONA AVE - STAGE 4)	344114.3	LS	1	\$37,000.00	\$37,000.00

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301	TRAFFIC SIGNAL MODIFICATION PLAN (MONTCLAIR - HOLT BLVD AT BENSON AVE)	344114.2	LS	1	\$448,000.00	\$448,000.00
302	TRAFFIC SIGNAL MODIFICATION PLAN (ONTARIO - HOLT BLVD AT OAKS AVE)	344114.3	LS	1	\$468,000.00	\$468,000.00
303	TRAFFIC SIGNAL MODIFICATION PLAN (ONTARIO - HOLT BLVD AT MOUNTAIN AVE)	344114.3	LS	1	\$169,000.00	\$169,000.00
304	TRAFFIC SIGNAL MODIFICATION PLAN (ONTARIO - HOLT BLVD AT GRANITE AVE)	344114.3	LS	1	\$423,000.00	\$423,000.00
305	TRAFFIC SIGNAL MODIFICATION PLAN (ONTARIO - HOLT BLVD AT SAN ANTONIO AVE)	344114.3	LS	1	\$588,000.00	\$588,000.00
306	TRAFFIC SIGNAL MODIFICATION PLAN (ONTARIO - HOLT BLVD AT EUCLID AVE)	344114.3	LS	1	\$249,000.00	\$249,000.00
307	TRAFFIC SIGNAL MODIFICATION PLAN (ONTARIO - HOLT BLVD AT LEMON AVE)	344114.3	LS	1	\$468,000.00	\$468,000.00
308	TRAFFIC SIGNAL MODIFICATION PLAN (ONTARIO - HOLT BLVD AT PLUM AVE)	344114.3	LS	1	\$418,000.00	\$418,000.00
309	TRAFFIC SIGNAL MODIFICATION PLAN (ONTARIO - HOLT BLVD AT SULTANA AVE)	344114.3	LS	1	\$568,000.00	\$568,000.00
310	TRAFFIC SIGNAL MODIFICATION PLAN (ONTARIO - HOLT BLVD AT CAMPUS AVE)	344114.3	LS	1	\$598,000.00	\$598,000.00
311	TRAFFIC SIGNAL MODIFICATION PLAN (ONTARIO - HOLT BLVD AT ALLYN AVE)	344114.3	LS	1	\$598,000.00	\$598,000.00
312	TRAFFIC SIGNAL MODIFICATION PLAN (ONTARIO - HOLT BLVD AT CUCAMONGA AVE)	344114.3	LS	1	\$428,000.00	\$428,000.00
313	TRAFFIC SIGNAL MODIFICATION PLAN (ONTARIO - HOLT BLVD AT GROVE AVE)	344114.3	LS	1	\$529,000.00	\$529,000.00
314	TRAFFIC SIGNAL MODIFICATION PLAN (ONTARIO - HOLT BLVD AT IMPERIAL AVE)	344114.3	LS	1	\$478,000.00	\$478,000.00
315	TRAFFIC SIGNAL MODIFICATION PLAN (ONTARIO - HOLT BLVD AT PED XING SB COUNTY DWY)	344114.3	LS	1	\$478,000.00	\$478,000.00
316	TRAFFIC SIGNAL MODIFICATION PLAN (POMONA - HOLT AVE AT CLARK AVE)	344114.1	LS	1	\$316,000.00	\$316,000.00

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317	TRAFFIC SIGNAL MODIFICATION PLAN (RANCHO CUCAMONGA - FOOTHILL BLVD AT ROCHESTER AVE)	344114.1	LS	1	\$326,000.00	\$326,000.00
318	TRAFFIC SIGNAL PRIORITY PLAN (RANCHO CUCAMONGA - CHURCH ST AT DAY CREEK BLVD)	344115	LS	1	\$336,000.00	\$336,000.00
319	TRANSIT SIGNAL PRIORITY (ONTARIO)	344115	LS	1	\$183,000.00	\$183,000.00
320	TRANSIT SIGNAL PRIORITY (POMONA)	344115	LS	1	\$183,000.00	\$183,000.00
321	TRANSIT SIGNAL PRIORITY (MONTCLAIR)	344115	LS	1	\$183,000.00	\$183,000.00
322	TRANSIT SIGNAL PRIORITY (RANCHO CUCAMONGA)	344115	LS	1	\$183,000.00	\$183,000.00
323	MAINTAINING EXISTING TRAFFIC MANAGEMENT SYSTEM ELEMENTS DURING CONSTRUCTION	015526	LS	1	\$129,000.00	\$129,000.00
324	COMMUNICATIONS SYSTEM	270000	LS	1	\$4,900,000.00	\$4,900,000.00
325	24" BOX TREE	322900	EA	165	\$600.00	\$99,000.00
326	36" BOX TREE	322900	EA	594	\$1,300.00	\$772,200.00
327	20' BARE TRUNK HEIGHT PALMS	322900	EA	40	\$3,700.00	\$148,000.00
328	1 GALLON SHRUB	322900	EA	23123	\$11.00	\$254,353.00
329	5 GALLON SHRUB	322900	EA	13588	\$28.50	\$387,258.00
330	ROOT BARRIER	322900	LF	43685	\$8.50	\$371,322.50
331	STEEL EDGING	322900	LF	26927	\$14.00	\$376,978.00
332	DECOMPOSED GRANITE	321545	SQFT	40748	\$7.00	\$285,236.00
333	MULCH	322900	SQFT	148630	\$2.45	\$364,143.50
334	CRUSHED STONE	321540	SQFT	4554	\$4.10	\$18,671.40
335	LANDSCAPE MAINTENANCE & PLANT ESTABLISHMENT	322930	MONTH	12	\$5,000.00	\$60,000.00
336	HYDROSEEDING OF IMPACTED VEGETATION AREAS	329219	LS	1	\$8,500.00	\$8,500.00
337	LANDSCAPE IRRIGATION	328000	LS	1	\$2,500,000.00	\$2,500,000.00
338	SURVEY MONUMENT	022120	LS	1	\$105,000.00	\$105,000.00
339	TEMPORARY AIR POLLUTION CONTROL	015710	LS	1	\$69,700.00	\$69,700.00
340	HAZARDOUS AND CONTAMINATED SUBSTANCE HEALTH AND SAFETY PLAN	013520	LS	1	\$6,780.00	\$6,780.00
341	INCREMENTAL COSTS FOR REMOVAL OF HAZARDOUS WASTES	011750	AL	1	\$50,000.00	\$50,000.00
342	SURVEY OF ASBESTOS AND LEAD BASED PAINT	011770	LS	1	\$10,800.00	\$10,800.00
343	QUALITY ASSURANCE AND QUALITY CONTROL	014400	LS	1	\$1,600,000.00	\$1,600,000.00
344	PROJECT SCHEDULES	013250	LS	1	\$145,000.00	\$145,000.00
345	CONSTRUCTION FACILITIES	015200	MONTH	34	\$6,150.00	\$209,100.00

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346	STREET CLEANING AND SITE MAINTENANCE	017416	MONTH	20	\$3,380.00	\$67,600.00
347	SPARE PARTS AND TEST EQUIPMENT	017843	LS	1	\$300,000.00	\$300,000.00
348	CONEX BOX STORAGE CONTAINER	017843	EA	1	\$5,600.00	\$5,600.00
349	INSTALL FIRE APPLIANCE SIGNAGE PER CITY OF ONTARIO FIRE DEPARTMENT PROTECTION STANDARD D-007	331414	EA	2	\$450.00	\$900.00
350	INSTALL FIRE SYSTEM DOUBLE CHECK DETECTOR ASSEMBLY PER CITY OF ONTARIO STD DWG NO 4208. SIZE TO MATCH EXISTING.	331414	EA	3	\$92,200.00	\$276,600.00
351	INSTALL FIRE HYDRANT ASSEMBLY PER CITY OF ONTARIO STD. DWG. NO. 4101 AND 1306 WITH TAPPING SLEEVE CONNECTION TO EXISTING MAIN	331414	EA	102	\$32,300.00	\$3,294,600.00
352	ADJUST TO GRADE WATER METER PER CITY OF ONTARIO STD DWG NO 4202	330128	EA	21	\$455.00	\$9,555.00
353	INSTALL ON-SITE FDC AND CONTROL VALVE (PIV) PER CITY OF ONTARIO FIRE DEPARTMENT FIRE PROTECTION STANDARD D-006. SIZE TO MATCH EXISTING.	331414	EA	2	\$12,300.00	\$24,600.00
354	INSTALL FIRE HYDRANT ASSEMBLY PER CITY OF POMONA PWD DWG NO.2, CASE I	331414	EA	1	\$27,000.00	\$27,000.00
355	INSTALL FIRE HYDRANT ASSEMBLY PER CVWD STD. DWG. NO. 113 WITH TAPPING SLEEVE CONNECTION TO EXISTING MAIN	331414	EA	1	\$37,100.00	\$37,100.00
356	ADJUST TO GRADE WATER VALVE PER CITY OF ONTARIO STD. DWG. NO. 4005	330128	EA	68	\$461.00	\$31,348.00
357	INSTALL 1" WATER SERVICE LATERAL WITH 3/4" METER AND BOX PER CVWD STD. DWG. NO. 102	331414	EA	2	\$26,800.00	\$53,600.00
358	INSTALL WATER LATERAL AND METER ASSEMBLY OF EQUAL SIZE AS EXISTING PER CITY OF ONTARIO STD DWG NO 4201 OR 4202 AND 1306 AND CONNECT ONSITE PLUMBING FROM EXISTING SERVICES TO NEW SERVICE	330128	EA	156	\$23,000.00	\$3,588,000.00
359	CUT AND CAP ABANDONED PIPE AT MAIN	331414	EA	74	\$1,900.00	\$140,600.00

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360	ADJUST TO GRADE WATER METER PER CITY OF POMONA STD. DWG. NO. 11	330128	EA	1	\$487.00	\$487.00
361	INSTALL 3/4" RP BACKFLOW DEVICE PER CVWD STD. DWG. NO. 111 (PROTECT WITH GUARD SHACK ROUNDED STYLE CAGE)	331414	EA	2	\$10,700.00	\$21,400.00
362	ADJUST TO GRADE WATER VALVE PER CITY OF POMONA STANDARD DRAWING 6	330128	EA	2	\$487.00	\$974.00
363	ADJUST TO GRADE WATER METER PER MVWD STD. DWG. NO. 101 OR 102	330128	EA	6	\$487.00	\$2,922.00
364	INSTALL 4 UNIT 1" METER CLUSTER USING 4" MANIFOLDS PER CITY OF ONTARIO STD DWG NO 4209 AND CONNECT ONSITE PLUMBING FROM EXISTING SERVICES TO NEW SERVICE	331414	EA	2	\$69,500.00	\$139,000.00
365	INSTALL BACKFLOW PREVENTION PER CITY OF ONTARIO STD. DWG. NO. 4206 OR 4207. SIZE TO MATCH ADJACENT WATER METER, UNLESS OTHERWISE NOTED.	331414	EA	20	\$11,450.00	\$229,000.00
366	INSTALL 2" AIR RELEASE AND VACUUM RELIEF VALVE ASSEMBLY PER CITY OF ONTARIO STD DWG NO 4102	331414	EA	1	\$26,200.00	\$26,200.00
367	ADJUST TO GRADE EXIST BACKFLOW PREVENTION DEVICE (BFP OR DDCV) PER CITY OF ONTARIO STD. DWG. NO. 4206 OR 4207 OR 4208	331414	EA	1	\$8,080.00	\$8,080.00
368	ADJUST TO GRADE GATE VALVE AND BOX ASSEMBLY (2' X 2') PER CITY OF ONTARIO STD. DWG. NO. 4005	330128	EA	2	\$487.00	\$974.00
369	INSTALL GATE VALVE AND 2'X2' BOX ASSEMBLY PER CITY OF ONTARIO STD DWG NO 4005	331414	EA	2	\$3,720.00	\$7,440.00
370	INSTALL 1" TYPE K COPPER WATER SERVICE (BY CONTRACTOR) AND 5/8" METER (TO BE SET BY CITY) PER CITY OF POMONA PWD STD DWG NO. 11; HOSE BOX PER ARCHITECTURAL DRAWING A-711	331414	EA	9	\$28,800.00	\$259,200.00
371	INSTALL 1" WATER SERVICE LATERAL AND 1" METER PER MVWD STD DWG MVWD-101, AND BACKFLOW PREVENTION ASSEMBLY PER MVWD STD DWG-104A TO STATION HOSE BOX. HOSE BOX PER ARCHITECTURAL DRAWING A-711	331414	EA	8	\$42,900.00	\$343,200.00

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372	INSTALL 1" WATER SERVICE LATERAL AND 1" METER TO STATION HOSE BOX. SERVICE LATERAL SIM TO CITY OF ONTARIO STD DWG NO. 4201; HOSE BOX PER ARCHITECTURAL DRAWING A-711	331414	EA	13	\$29,200.00	\$379,600.00
373	INSTALL FIRE HYDRANT ASSEMBLY PER CITY OF ONTARIO STD DWG NO. 4101 AND 1306 (AT SIDE STATION)	331414	EA	1	\$51,500.00	\$51,500.00
374	INSTALL 1" BACKFLOW PREVENTION ASSEMBLY PER CITY OF ONTARIO STD DWG NO 4206; METER TO BE INSTALLED PER CITY OF POMONA PWD DWG NO 12	331414	EA	9	\$8,920.00	\$80,280.00
375	INSTALL 16" CEMENT MORTAR LINED & COATED STEEL PIPE PER CITY OF ONTARIO WATER PIPELINE CONSTRUCTION SPECIFICATIONS	331414	LF	25	\$2,330.00	\$58,250.00
376	REMOVE AND SALVAGE FIRE HYDRANT ASSEMBLY. REMOVE HYDRANT PIPE RISER AND 90 DEGREE VERTICAL ELBOW. CLOSE EXISTING FIRE HYDRANT LATERAL GATE VALVE. ABANDON IN-PLACE EXISTING LATERAL AND INSTALL PIPE END CAP.	331414	EA	71	\$5,580.00	\$396,180.00
377	REMOVE PORTION OF EXISTING ABANDONED PIPE	331414	LF	2639	\$93.50	\$246,746.50
378	REMOVE WATER METER ASSEMBLY, ABANDON WATER SERVICE BACK TO MAIN AND DISCONNECT WATER SERVICE LINE FROM CORPORATION STOP VALVE	331414	EA	157	\$5,500.00	\$863,500.00
379	REMOVE GATE VALVE AND BOX ASSEMBLY AND CAP AT MAIN	331414	EA	3	\$6,500.00	\$19,500.00
380	REMOVE AIR/VAC ASSEMBLY AND ABANDON WATER SERVICE BACK TO MAIN. DISCONNECT SERVICE LINE FROM CORPORATION STOP VALVE	331414	EA	1	\$8,410.00	\$8,410.00
381	REMOVE BACKFLOW PREVENTER ASSEMBLY	331414	EA	5	\$2,390.00	\$11,950.00
382	REMOVE FIRE HYDRANT HEAD AND ABANDON LATERAL PER CVWD INSPECTOR DIRECTION	331414	EA	1	\$8,520.00	\$8,520.00
383	REMOVE FDC	331414	EA	2	\$2,220.00	\$4,440.00
384	REMOVE PIV	331414	EA	1	\$2,220.00	\$2,220.00
385	RELOCATE TRAFFIC SIGNAL PULLBOX	344114.3	EA	3	\$3,410.00	\$10,230.00
386	RELOCATE TRAFFIC SIGNAL CONDUIT	344114.3	LF	97	\$85.50	\$8,293.50
387	ADJUST TO GRADE STREET LIGHTING PULLBOX	330128	EA	1	\$1,930.00	\$1,930.00

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388	REMOVE ABANDONED TRAFFIC SIGNAL PULL BOX	344114.3	EA	1	\$319.00	\$319.00
389	REMOVE ABANDONED TRAFFIC SIGNAL CONDUIT	344114.3	LF	75	\$18.50	\$1,387.50
390	REMOVE FIBER OPTIC CONDUIT	334300	LF	242	\$12.50	\$3,025.00
391	REMOVE FIBER PULLBOX	334300	EA	1	\$319.00	\$319.00
392	INSTALL ONTARIO FIBER PULLBOX PER CITY OF ONTARIO STD DWG NO 1316	334300	EA	1	\$3,350.00	\$3,350.00
393	INSTALL ONTARIO FIBER CONDUIT PER CITY OF ONTARIO STD DWG NO 1302 AND 1316	334300	LF	245	\$70.50	\$17,272.50
394	ADJUST TO GRADE FIBER OPTIC VAULT PER CITY OF ONTARIO STANDARD DRAWINGS	330128	EA	1	\$3,460.00	\$3,460.00
395	RELOCATE STREET LIGHTING CONDUIT	331414	LF	278	\$99.50	\$27,661.00
396	ADJUST TO GRADE TRAFFIC SIGNAL PULLBOX	330128	EA	2	\$893.00	\$1,786.00
397	ADJUST TO GRADE SEWER MANHOLE	330128	EA	64	\$1,740.00	\$111,360.00
398	ADJUST TO GRADE UNKNOWN MANHOLE	330128	EA	5	\$2,860.00	\$14,300.00
399	MODIFIED PARKWAY DRAIN	3342110	EA	1	\$7,970.00	\$7,970.00
400	ADJUST TO GRADE IEUA MANHOLE	330128	EA	4	\$3,500.00	\$14,000.00
401	ADJUST TO GRADE SANITARY SEWER CLEANOUT	330128	EA	2	\$2,170.00	\$4,340.00
402	POMONA TRANSIT CENTER PANTOGRAPH CHARGER ELECTRICAL WORK	260500.01	LS	1	\$1,750,000.00	\$1,750,000.00
403	POMONA TRANSIT CENTER PANTOGRAPH CHARGERS AND INSTALLATION	346013	LS	2	\$45,000.00	\$90,000.00
405	sbX-1 SIGN	101401	EA	161	\$153.00	\$24,633.00
406	M6-1L SIGN (LEFT DIRECTIONAL ARROW)	101401	EA	36	\$62.50	\$2,250.00
407	M6-1R SIGN (RIGHT DIRECTIONAL ARROW)	101401	EA	39	\$62.50	\$2,437.50
408	M6-3 SIGN (UPWARD DIRECTIONAL ARROW)	101401	EA	55	\$62.50	\$3,437.50
409	M6-4 SIGN (HORIZONTAL DOUBLE-HEADED ARROW)	101401	EA	23	\$62.50	\$1,437.50
410	M6-6L SIGN (UP AND LEFT DIAGONAL DOUBLE-HEADED ARROW)	101401	EA	6	\$62.50	\$375.00
411	M6-6R SIGN (UP AND RIGHT DIAGONAL DOUBLE-HEADED ARROW)	101401	EA	2	\$62.50	\$125.00
412	STATION PLUMBING	220600	LS	1	\$455,000.00	\$455,000.00

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413	STATION ELECTRICAL	260500	LS	1	\$5,698,250.55	\$5,698,250.55
414	ARTIST INFORMATION SILK SCREEN SIGNAGE	057013	EA	33	\$831.00	\$27,423.00
415	GRAPHIC FILMS	097727	EA	33	\$2,160.00	\$71,280.00
416	INSTALL PRE-FABRICATED ORNAMENTAL STEEL FENCE	323119	LF	225	\$433.00	\$97,425.00
417	TRANSPLANT EXISTING PALM TREE 15' NORTH	329600	EA	1	\$38,000.00	\$38,000.00
418	TRANSPLANT EXISTING PALM TREE 20' NORTH AND 5' EAST	329600	EA	1	\$38,000.00	\$38,000.00
419	REMOVE WATER METER ASSEMBLY, DISCONNECT AND ABANDON WATER SERVICE BACK TO MAIN AND INSTALL PIPE END CAPS. CLOSE GATE VALVE AND INSTALL BLIND FLANGE.	331414	EA	2	\$20,600.00	\$41,200.00
420	RECONSTRUCT MANHOLE COVER TO ROTATE FRAME AND COVER AWAY FROM THE GUTTER FLOW LINE AND REPLACE COVER WITH LOCKING AND SEALING COVER PER CITY OF ONTARIO STD NO. 2001	330128	EA	11	\$27,900.00	\$306,900.00
421	ADJUST TO GRADE AND INSTALL TRAFFIC RATED FRAME AND COVER FOR CLEANOUT PER CITY OF ONTARIO STD NO. 2002	330128	EA	1	\$1,550.00	\$1,550.00
422	RELOCATE EXISTING 12" WATER LINE TO ACCOMMODATE PROPOSED 24" STORM DRAIN	331414	LF	20	\$3,250.00	\$65,000.00
423	RELOCATE EXISTING 16" WATER LINE TO ACCOMMODATE PROPOSED 18" STORM DRAIN	331414	LF	18	\$3,750.00	\$67,500.00
424	AIR RELEASE AND VACUUM RELIEF VALVE ASSEMBLY	331414	EA	5	\$21,800.00	\$109,000.00
425	14" STEEL PIPE CASING	331414	LF	24	\$1,050.00	\$25,200.00
426	INSTALL STEEL CASING PIPE AND INSERT EXISTING FIRE HYDRANT OR SERVICE LATERAL.	331414	LF	177	\$820.00	\$145,140.00
427	HIGHLINING	331414	LS	1	\$170,000.00	\$170,000.00
428	LEAD COMPLIANCE PLAN (LCP)	011770	LS	1	\$10,000.00	\$10,000.00
429	MOBILIZATION (10% MAX)	017113	LS	1	\$10,366,890.00	\$10,366,890.00
430	PARTNERING	SP-16	AL	1	\$50,000.00	\$50,000.00
431	DISPUTE RESOLUTION BOARD (DRB)	SP-15	AL	1	\$100,000.00	\$100,000.00
432	UNFORSEEN UTILITY RELOCATIONS	13121	AL	1	\$300,000.00	\$300,000.00
433	TIME RELATED OVERHEAD	12350	DAYS	678	\$13,000.00	\$8,814,000.00
434	REMOVE 24-INCH X 24-INCH RCB	334210	LF	78	\$285.00	\$22,230.00
435	ABANDON EXISTING 21-INCH STORM DRAIN	334210	LF	5	\$2,120.00	\$10,600.00
436	48-INCH X 24-INCH RCB	334210	LF	145	\$2,065.00	\$299,425.00

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437	CATCH BASIN EXPANDED TYPE G4 PER CALTRANS STD PLAN NO D73C	334210	EA	1	\$17,000.00	\$17,000.00
438	INSTALL 14" STEEL WATER PIPE TO ACCOMMODATE PROPOSED 2'X4' STORM DRAIN	331414	LF	23	\$2,300.00	\$52,900.00
439	20" STEEL CASING PIPE	331414	LF	10	\$1,370.00	\$13,700.00
440	4" BLOWOFF VALVE	331414	EA	3	\$39,600.00	\$118,800.00
					Subtotal	\$119,959,911.00
					Total	\$119,959,911.00

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ARTICLE 5. TAXES, DUTIES AND FEES

Except to the extent expressly provided elsewhere in this Contract, CONTRACTOR shall pay when due, and the compensation set forth in this Contract 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 CONTRACTOR; and d) all other governmental fees and taxes or charges of whatever nature applicable to CONTRACTOR to enable it to conduct business.

ARTICLE 6. 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 the CONTRACTOR, 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 CONTRACTOR. Nothing herein shall relieve SBCTA from its obligation to compensate CONTRACTOR for work already performed pursuant to this Contract. No penalty shall accrue to SBCTA in the event this provision is exercised.

ARTICLE 7. PERMITS AND LICENSES

CONTRACTOR agrees that he/she is currently the holder of a valid license as a CONTRACTOR in the State of California and that the license is the correct class of license for the work described in the project plans and specifications. CONTRACTOR further agrees to maintain license through the entire duration of Contract without additional compensation from SBCTA. CONTRACTOR also agrees to keep current all current permits required throughout the duration of the Project.

Refer to Special Provision 02 (SP-02) for additional requirements.

ARTICLE 8. PERIOD OF PERFORMANCE

The Contractor shall complete all or any designated portion of the Work within the time set forth in the Technical Specifications, 01 31 99, Section 1.5, Period of Performance.

ARTICLE 9. DOCUMENTATION AND RIGHT TO AUDIT

CONTRACTOR shall provide SBCTA, the U.S. Department of Transportation (DOT), including but not limited to the Federal Transit or Federal Railroad Administration, and the Comptroller General of the United States, or other authorized representatives or agents of SBCTA, access to CONTRACTOR's records which are directly related to this Contract for the purpose of inspection, auditing or copying. CONTRACTOR 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, except in the event of litigation or settlement of claims arising out of this Contract in which case CONTRACTOR agrees to maintain records through the conclusion of all such

litigation, appeals or claims related to this Contract. CONTRACTOR further agrees to maintain separate records for costs of work performed by change order. CONTRACTOR shall allow SBCTA, Caltrans, FHWA or FTA, or their representatives or agents to reproduce any materials as reasonably necessary.

ARTICLE 10. SCHEDULE

CONTRACTOR agrees to complete the work within the time period as stipulated in the Technical Specifications Section 01 31 99. CONTRACTOR shall incur no costs and shall not perform or furnish any work, services or equipment under this contract, unless and until SBCTA has issued a written Limited Notice to Proceed (LNTP) or Notice to Proceed (NTP), whichever is first. Each of the notices shall detail what work, services or equipment may be furnished.

ARTICLE 11. NONDISCRIMINATION/ EQUAL EMPLOYMENT OPPORTUNITY

11.1 CONTRACTOR agrees to comply with the Equal Employment Opportunity (EEO) regulations for federally assisted programs of the Department of Transportation (DOT), Title 49 CFR Part 21 as they may be amended from time to time, which are herein incorporated by this reference and made part of this Contract. The following minimum specific requirement EEO regulations:

11.1.1 CONTRACTOR will work with SBCTA and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the Contract.

11.1.2 CONTRACTOR will accept as its operating policy the following statement: "It is the policy of this company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: 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, pre-apprenticeship, and/or on-the-job training."

11.2 EEO Officer: CONTRACTOR will designate and submit to SBCTA in writing the EEO Officer who will have the responsibility for, and must be capable of, effectively administering and promoting an active CONTRACTOR program of EEO, and who must be assigned adequate authority and responsibility to do so.

11.3 Dissemination of Policy: All employees of the CONTRACTOR who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the CONTRACTOR's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

11.3.1 Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at

which time the CONTRACTOR's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

- 11.3.2 All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the CONTRACTOR's EEO obligations, within thirty days following their reporting for duty with the CONTRACTOR.
- 11.3.3 All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the CONTRACTOR's procedures for locating and hiring minority group employees.
- 11.3.4 Notices and posters setting forth the CONTRACTOR's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
- 11.3.5 CONTRACTOR's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.
- 11.4 Recruitment: When advertising for employees, CONTRACTOR will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.
 - 11.4.1 CONTRACTOR will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants. To meet this requirement, CONTRACTOR will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority group applicants may be referred to CONTRACTOR for employment consideration.
 - 11.4.2 In the event CONTRACTOR has a valid bargaining agreement providing for exclusive hiring hall referrals, he/she is expected to observe the provisions of that agreement to the extent that the system permits CONTRACTOR's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements has the effect of discriminating against minorities or women, or obligates the CONTRACTOR to do the same, such implementation violates Executive Order 11246, as amended.)
 - 11.4.3 CONTRACTOR will encourage its present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.
- 11.5 Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken, without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

- 11.5.1 CONTRACTOR will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
- 11.5.2 CONTRACTOR will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
- 11.5.3 CONTRACTOR will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the CONTRACTOR will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
- 11.5.4 CONTRACTOR will promptly investigate all complaints of alleged discrimination made to the CONTRACTOR in connection with his obligations under this Contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the CONTRACTOR will inform every complainant of all of his avenues of appeal.
- 11.6 Training and Promotion: CONTRACTOR will assist in locating, qualifying, and increasing the skills of minority group and women employees and applicant for employment.
- 11.6.1 Consistent with CONTRACTOR'S workforce requirements and as permissible under Federal and State regulations, the CONTRACTOR shall make full use of training programs, i.e. apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.
- 11.6.2 CONTRACTOR will advise employees and applicants for employment of available training programs and entrance requirements for each.
- 11.6.3 CONTRACTOR will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.
- 11.7 Unions: If CONTRACTOR relies in whole or in part upon unions as a source of employees, CONTRACTOR will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by CONTRACTOR, either directly or through a CONTRACTOR's association acting as agent, will include the procedures set forth below:

- 11.7.1 CONTRACTOR will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.
- 11.7.2 CONTRACTOR will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
- 11.7.3 CONTRACTOR is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to CONTRACTOR, CONTRACTOR shall so certify to SBCTA and shall set forth what efforts have been made to obtain such information.
- 11.7.4 In the event the union is unable to provide CONTRACTOR with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, CONTRACTOR will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability, making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which CONTRACTOR has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents CONTRACTOR from meeting the obligations pursuant to Executive Order 11246, as amended, such CONTRACTOR shall immediately notify SBCTA
- 11.8 CONTRACTOR shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. CONTRACTOR shall notify all potential subcontractors and suppliers of his/her EEO obligations under this Contract. Disadvantaged business enterprises (DBEs), as defined in 49 CFR Part 26, shall have equal opportunity to compete for and perform subcontracts the CONTRACTOR enters into pursuant to this contract. CONTRACTOR will use his/her best efforts to ensure subcontractor compliance with their EEO obligations.
- 11.9 Records and Reports: CONTRACTOR shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three (3) years following completion of the Contract work and shall be available at reasonable times and places for inspection by authorized representatives of SBCTA. The records kept by the CONTRACTOR shall document the following: The number of minority and non-minority group members and women employed in each work classification on the project; the progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; the progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees.

- 11.9.1 CONTRACTOR will submit an annual report to SBCTA each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. CONTRACTOR will be required to collect and report training data.

ARTICLE 12. CONFLICT OF INTEREST

CONTRACTOR 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. CONTRACTOR further agrees that in the performance of this Contract, no person having any such interest shall be employed. CONTRACTOR is obligated to fully disclose to SBCTA, in writing, any conflict of interest issues as soon as they are known to CONTRACTOR. CONTRACTOR acknowledges that no member of or delegate to the Congress of the U.S. shall have any interest, direct or indirect, in this Contract or the benefits thereof.

ARTICLE 13. REPRESENTATIONS

All work supplied by CONTRACTOR under this Contract shall be supplied by personnel who are qualified, careful, skilled, experienced and competent in their respective trades or professions. CONTRACTOR agrees that the work performed shall conform to all drawings, plans and specifications herein.

ARTICLE 14. PROPRIETARY RIGHTS/CONFIDENTIALITY

- 14.1 If, as part of this Contract, CONTRACTOR is required to produce materials, documents, data, or information ("Products"), then CONTRACTOR, if requested by SBCTA, shall deliver to SBCTA the original of all such Products, which shall become the property of SBCTA.
- 14.2 All materials, documents, data or information obtained from SBCTA's data files or any SBCTA-owned medium furnished to CONTRACTOR 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 CONTRACTOR without the express written consent of SBCTA.
- 14.3 Except as reasonably necessary for the performance of Work, CONTRACTOR agrees that it, its employees, agents, and subcontractors will hold in confidence and not divulge to third parties without prior written consent of SBCTA, any information obtained by CONTRACTOR from or through SBCTA in connection with CONTRACTOR's performance of this Contract, unless: (a) the information was known to CONTRACTOR prior to obtaining same from SBCTA pursuant to a prior contract; (b) the information was obtained at the time of disclosure to CONTRACTOR, or thereafter becomes part of the public domain, but not as a result of the fault or an unauthorized disclosure of CONTRACTOR or its employees, agents, or subcontractors; or (c) the information was obtained by CONTRACTOR from a third party who did not receive the same, directly or indirectly, from SBCTA and who had, to

CONTRACTOR's knowledge and belief, the right to disclose the same. Any materials and information referred to in this Article, which are produced by CONTRACTOR for SBCTA in the performance and completion of CONTRACTOR's Work under this Contract, shall be kept confidential until released in writing by SBCTA, except to the extent such materials and information become a part of public domain information through no fault of CONTRACTOR, or its employees or agents.

- 14.4 CONTRACTOR shall not release any reports, information or promotional materials, or allow for the use of any photos of the project for any purposes, without prior written approval from SBCTA. CONTRACTOR shall not use SBCTA's name or photographs of the Project in any professional publication, magazine, trade paper, newspaper, seminar or other medium without first receiving the express written consent of SBCTA.
- 14.5 All press releases 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.
- 14.6 All information designated as Sensitive Security Information (SSI) shall be protected from disclosure as provided in SP-17.
- 14.7 CONTRACTOR, its employees, agents and subcontractors 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. SSI shall be handled and protected as set forth in Special Provision 17 (SP-17)

ARTICLE 15. TERMINATION

- 15.1 Termination for Convenience - SBCTA 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 CONTRACTOR specifying the date of termination. On the date of such termination stated in said notice, CONTRACTOR shall promptly discontinue performance of Services 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.
- 15.1.1 CONTRACTOR shall deliver to SBCTA all deliverables prepared by CONTRACTOR or its subcontractors or furnished to CONTRACTOR by SBCTA. Upon such delivery, CONTRACTOR may then invoice SBCTA for payment in accordance with the terms herein.
- 15.1.2 If CONTRACTOR has fully and completely performed all obligations under this Contract up to the date of termination, CONTRACTOR shall be entitled to receive from SBCTA as complete and full settlement for such termination a pro rata share of the contract cost and a pro rata share of any fixed fee, for such Services satisfactorily executed to the date of termination.

15.1.3 CONTRACTOR shall be entitled to receive the actual cost incurred by CONTRACTOR to return CONTRACTOR's field 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.

15.2 Termination for Cause - In the event CONTRACTOR 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 court shall be filed against CONTRACTOR or a receiver shall be appointed on account of its solvency, or if CONTRACTOR 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: (a) hold in abeyance further payments to CONTRACTOR; (b) stop any Work of CONTRACTOR or its subcontractors related to such failure until such failure is remedied; and/or (c) terminate this Contract by written notice to CONTRACTOR specifying the date of termination. In the event of such termination by SBCTA, SBCTA may take possession of the deliverables and finish Services by whatever method SBCTA may deem expedient. A waiver by SBCTA of one default of CONTRACTOR shall not be considered to be a waiver of any subsequent default of CONTRACTOR, nor be deemed to waive, amend, or modify any term of this Contract.

15.2.1 CONTRACTOR shall deliver to SBCTA all finished and unfinished products prepared under this Contract by CONTRACTOR or its subcontractors or furnished to CONTRACTOR by SBCTA within ten (10) working days of said notice.

15.3 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 CONTRACTOR be entitled to any prospective profits or any damages because of such termination.

ARTICLE 16. STOP WORK ORDER

Upon failure of CONTRACTOR or its subcontractors to comply with any 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 provision herein.

ARTICLE 17. 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 CONTRACTOR for any claim asserted by CONTRACTOR after final payment has been made under this Contract.

Refer to Special Provision 15 (SP-15) for additional provisions.

Per Public Contract Code (PCC) § 9204:

(a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.

(c) For purposes of this section:

(1) “Claim” means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(C) Payment of an amount that is disputed by the public entity.

(2) “Contractor” means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

(3)(A) “Public entity” means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(B) “Public entity” shall not include the following:

(i) The Department of Water Resources as to any project under the jurisdiction of that department.

(ii) The Department of Transportation as to any project under the jurisdiction of that department.

(iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.

(iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code .

(v) The Military Department as to any project under the jurisdiction of that department.

(vi) The Department of General Services as to all other projects.

(vii) The High-Speed Rail Authority.

(4) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

(5) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

(d)(1)(A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2)(A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any

disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

(g) This section applies to contracts entered into on or after January 1, 2017.

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This section shall remain in effect only until January 1, 2027, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2027, deletes or extends that date.

ARTICLE 18. INSURANCE

18.1 CONTRACTOR 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, no less than 10 days after award of contract. 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, CONTRACTOR shall, at CONTRACTOR's sole expense, procure and maintain insurance coverage with the following minimum requirements, and shall require all subcontractors of every tier performing any portion of the Work to procure and maintain such insurance as specified below:

18.2 Commercial General Liability Insurance – The policy must include the following:

- CONTRACTOR shall maintain 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 and if necessary excess/umbrella commercial liability insurance, with a combined limit of liability of not less than **\$35,000,000 per occurrence**.
- The policy shall, at a minimum, include coverage for any and all of the following: bodily injury, broad form property damage, personal injury coverage with coverage for employee and contractual exclusions removed, broad form contractual liability (including coverage to the maximum extent possible for the indemnifications in this Contract), premises-operations (including explosion, collapse and underground coverage), duty to defend in addition to (without reducing) the limits of the policy(ies), and products and completed operations.
 - \$35,000,000 per occurrence limit for property damage or bodily injury
 - \$2,000,000 per occurrence limit for personal injury and advertising injury

- \$35,000,000 per occurrence limits for products/completed operations coverage (ISO Form 20 37 10 01)
- Contractor shall maintain coverage in full force for no less than (10) TEN years (Tail Coverage) after completion of all work, counting from the date SBCTA issues the last payment for any services under this contract.
- Completed Operations coverage shall extend for ten (10) years, either through continual maintenance of completed operations coverage in the Contractors corporate insurance program or by purchasing a project specific completed operation coverage policy. Contractor shall maintain the completed operations coverage in full force for no less than (10) TEN years (Tail Coverage) after completion of all work (or termination of agreement for any reason), counting from the date SBCTA issues the last payment to contractor under this contract.
- If a general aggregate applies, it shall apply separately to this project/location. The project name must be indicated under “Description of Operations/Locations” (ISO Form CG 25 03 or CG 2504).
- Contractor’s errors and omissions coverage shall be provided.
- The policy shall be endorsed with ISO form CG 20 01 04 13 or an ISO form that is substantially similar and acceptable to SBCTA to provide: “This insurance will be primary and noncontributing with any other insurance of the Additional Insureds.”
- Coverage is to be on an “occurrence” form. “Claims made” and “modified occurrence” forms are not acceptable.
- A copy of the declaration page or endorsement page listing all policy endorsements for the CGL policy must be included.

All subcontractors of any tier performing any portion of the Work for CONTRACTOR 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

18.3 Umbrella/Excess CGL Insurance – The policy must include the following:

If the CONTRACTOR 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 CONTRACTOR’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.
- 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.
- The umbrella policy shall have concurrent effective dates with the primary policies.

There shall be no statement limiting the coverage provided to the parties listed as additionally insureds or as indemnitees below.

18.4 Commercial Auto Insurance – The policy must include the following:

- A total limit of liability of not less than **\$10,000,000** each accident. This total limit of liability may be met by combining the limits of the primary auto policy with an umbrella or excess policy in accordance with 18.3 Umbrella/Excess CGL as listed in 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 CONTRACTOR services.
- Combined single limit Bodily Injury and Property Damage Liability insurance
- If any Hazardous material is carrier using covered vehicle(s), then pollution liability broadened coverage for covered autos (CA 99 48) shall be provided and the auto liability insurance policies shall be endorsed to include Motor Carrier Act Endorsement-hazardous material clean-up (MCS-90).

The commercial automobile liability insurance shall be written on the most recent edition of ISO Form CA 00 01 or equivalent acceptable to SBCTA.

18.5 Workers' Compensation/Employer's Liability Insurance – 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 (Form WC 00 03 13) in favor of the parties named as Indemnites below. Such insurance shall be in strict accordance with the applicable workers' compensation laws in effect during performance of the Work by CONTRACTOR or any subcontractor of any tier. All subcontractors of any tier performing any portion of the Work for CONTRACTOR shall also obtain and maintain the same insurance coverage as specified in this subparagraph, with a waiver of subrogation in favor of CONTRACTOR and all parties named as Indemnites in Article 19 below. SBCTA and CONTRACTOR must be certificate holders and must be provided at least 30 days advance notice of cancellation, unless the cancellation is for non-payment, then at least 10 days advance notice of cancellation shall be provided.

18.6 Builder's Risk Insurance –

CONTRACTOR shall purchase and maintain property insurance written on a builder's risk "Special Form Cause of Loss" or equivalent policy form in an amount equal to the not to exceed amount of the Contract, plus the cost of materials supplied or installed by others on a full replacement cost basis. The Builder's Risk policy shall include a soft cost endorsement that covers soft costs equal to twenty percent (20%) of the Contract's full value. Soft costs are defined as certain expenses, in addition to labor and materials, required to complete the Project that has been delayed due to unexpected physical damage and include, but are not limited to, the following: legal/accounting fees, design or other professional fees, financing costs, taxes, general administration, lease expenses, permit fees and insurance premiums. This insurance

shall include the interests of the Additional Insureds as named below, CONTRACTOR and the subcontractors of every tier on the Project as insureds. The insurance shall cover without limitation, loss or damage to the Work arising from the perils covered under “Special Form Cause of Loss” form coverage including, without duplication of coverage for theft, fire, lightning, explosion, or hail, smoke, aircraft or vehicles, riot or civil commotion, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, false-work, testing and delay of startup, temporary buildings, property in transit and while stored at a temporary location, debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for CONTRACTOR’s services and expenses required as a result of such loss. During the Project construction period, CONTRACTOR and its subcontractors shall mutually waive all rights of recovery against each other and against the Additional Insureds identified below for damages caused by fire or other perils covered by the Builders Risk “Special Form Cause of Loss” insurance. All applicable policies of insurance covering the Work or the property of the CONTRACTOR or subcontractor shall be endorsed to provide a waiver of subrogation in favor of the Additional Insureds identified below, CONTRACTOR and all subcontractors of every tier. Further, CONTRACTOR hereby releases, and shall cause its subcontractors to release, the Indemnitees identified in Article 19 from any and all claims, losses and damages caused by fire or other perils covered by the Builders Risk “Special Form Cause of Loss” insurance. There shall be no deductible or self-insured retention exceeding \$100,000.00 per loss, other than earthquake or flood which may have deductible or self-insured retentions up to 5% of the total value, not exceeding \$750,000.00 for earthquake and \$100,000 for flood coverages. The policy may have sub-limits not less than the following:

Earthquake	\$5,000,000.00
Flood	\$1,000,000.00

18.7 Contractor’s Pollution Liability -

Pollution liability limits shall be no less than \$4,000,000 per occurrence and aggregate.

Coverage shall include coverage for clean-up costs, third-party bodily injury and property damage, provided property damage coverage includes loss of use of damaged property or of property that has been physically injured or destroyed, resulting from pollution conditions caused by contracting operation or activities. Coverage required in this section shall cover release or escape of smoke, vapors, fumes, acids, alkalis, toxic chemicals, liquids, gasses, waste materials, or other irritants, contaminants, or pollutants. The policy shall also contain coverage for transportation and off-site disposal of materials.

18.8 Environmental Insurance and Contractor’s Pollution Liability

Coverage with limits at \$10,000,000 will be required while all work is performed at the Ontario International Airport. Please refer to Agreement 21-1002697 (listed in Appendix 1 to Special Provision 28) section 13 and special condition 30 for more details.

18.9 Railroad Protective Liability – (Only required if working within 50 feet of railroad property)

Contractor shall provide coverage at limits and with terms required by railroad owner and operator, if required by any 3rd party railroad and only if or when there is any work under this contract that requires entry onto railroad property. Said policy would be required at all times if there is any work within 50 feet of any railroad right of way.

18.10 General Provisions

NOTE THAT ALL OF THE WORK PERFORMED AT THE ONTARIO INTERNATIONAL AIRPORT (OIAA) AND ALL WORK INVOLVING THE INLAND EMPIRE UTILITY AGENCY (IEUA) INFRASTRUCTURE OR EASEMENTS WILL REQUIRE THAT THE CONTRACTOR MEET THE INSURANCE REQUIREMENTS OF ONTARIO INTERNATIONAL AIRPORT AUTHORITY COOPERATIVE AGREEMENT 21-1002697 (ATTACHED HEREIN TO APPENDIX 1 OF SPECIAL PROVISION 28) AND THE IEUA INSURANCE REQUIREMENTS (ATTACHED TO THE PLANS DATED MARCH 6, 2023).

THE CONTRACTOR WILL MEET THE HIGHEST LIMITS AND BROADEST COVERAGE REQUIREMENTS OF EITHER SBCTA, OIAA OR IEUA.

- 18.10.1 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.
- 18.10.2 Additional Insured Coverage. All policies, except those for Workers' Compensation and Contractors Pollution Liability, shall be endorsed by ISO Form CG 20 10 11 85, or if not available, then ISO Form CG 20 38, and shall name San Bernardino County Transportation Authority, Omnitrans, Ontario International Airport Authority, The Mills Corporation, City of Ontario, City of Rancho Cucamonga, City of Pomona, City of Montclair, Southern California Edison, Inland Empire Utilities Agency, Monte Vista Water District and Cucamonga Valley Water District, and their 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 CONTRACTOR under this Contract, coverage for such Additional Insured coverages shall not extend to liability to the extent prohibited by section 11580.04 of the Insurance Code. The additional insured endorsements shall not limit the scope of coverage for the Additional Insureds to vicarious liability but shall allow coverage for the Additional Insureds to the full extent provided by the policy. Contractor shall provide insurance coverage to the Ontario International Airport Authority in accordance with the OIAA Agreement, No. 21-1002697 identified in SP-28, Appendix 1.
- 18.10.3 Proof of Coverage – Evidence of insurance in a form acceptable to SBCTA, 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, CONTRACTOR shall submit complete copies of all required insurance policies within ten (10) business days of a written request by SBCTA.

- 18.10.4 Deductibles and Self-Insured Retention. Regardless of the allowance of exclusions or deductibles by SBCTA, CONTRACTOR 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. CONTRACTOR will pay, and shall require its sub-CONTRACTORS 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 expressed 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR. The Contractor's policies will neither obligate nor prohibit SBCTA or any other Additional Insured, from paying any portion of any Contractor's deductible or SIR.
- 18.10.5 CONTRACTOR's and Subcontractors' Insurance Will Be Primary - All policies required to be maintained by the CONTRACTOR or any subcontractor 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 CONTRACTOR'S or subcontractors' 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.
- 18.10.6 Waiver of Subrogation Rights – To the fullest extent permitted by law, CONTRACTOR hereby waives all rights of recovery under subrogation against the Additional Insureds named herein, and any other CONTRACTOR, subcontractor or sub-subcontractor 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, CONTRACTOR shall require similar written express waivers and insurance clauses from each of its subcontractors of every tier. CONTRACTOR 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 CONTRACTOR from waiving the right of subrogation prior to a loss or claim.
- 18.10.7 Cancellation – If any insurance company elects to cancel or non-renew coverage for any reason, CONTRACTOR will provide SBCTA thirty (30) days prior written notice of such cancellation or nonrenewal. If the policy is cancelled for nonpayment of premium, CONTRACTOR will provide SBCTA ten (10) days prior written notice. In any event, CONTRACTOR will provide SBCTA with a copy of any notice of termination or notice of any other change to any insurance coverage required herein which CONTRACTOR receives within one business day after CONTRACTOR receives it by submitting it to SBCTA at insurance@gosbcta.com to the attention of SBCTA's Procurement Analyst, and by depositing a copy of the notice in the U.S. Mail in accordance with the notice provisions of this Contract.

- 18.10.8 Enforcement – SBCTA may take any steps as are necessary to assure CONTRACTOR'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 CONTRACTOR 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 CONTRACTOR or withhold such expense from amounts owed CONTRACTOR, or terminate this Contract. The insurance required or provided shall in no way limit or relieve CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR, or any subcontractor 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.
- 18.10.9 No Waiver - Failure of SBCTA to enforce in a timely manner any of the provisions of this Article shall not act as a waiver to enforcement of any of these provisions at a later date.
- 18.10.10 Subcontractors' Insurance - Insurance required of the CONTRACTOR shall be also provided by subcontractors or by CONTRACTOR on behalf of all subcontractors to cover their services performed under this Contract. CONTRACTOR may reduce types and the amounts of insurance limits provided by subcontractors to be proportionate to the amount of the subcontractor's contract and the level of liability exposure for the specific type of work performed by the subcontractor. CONTRACTOR shall be held responsible for all modifications, deviations, or omissions in these insurance requirements as they apply to subcontractor.
- 18.10.11 Higher limits. The Insurance obligations under this agreement shall be the greater of 1- all the Insurance coverage and limits carried by or available to the Contractor; or 2- the minimum Insurance requirements shown in this agreement. Any insurance proceeds in excess of the specified limits and coverage required, which are applicable to a given loss, shall be available to SBCTA. No representation is made that the minimum Insurance requirements of this agreement are sufficient to cover the indemnity or other obligations of the Contractor under this agreement.
- 18.10.12 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 Contractor'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 Contractor 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 Contractor 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 Contractor 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 Subcontractor. The Contractor 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.

- 18.10.13 Project Specific Insurance - All insurance coverage required to be provided by CONTRACTOR, 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.
- 18.10.14 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 CONTRACTOR 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.
- 18.10.15 Review of Coverage – 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. SBCTA may at any time review the coverage, form, and amount of insurance required under this contract, and may require the CONTRACTOR 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 CONTRACTOR, whereupon the CONTRACTOR will, within sixty (90) 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 Contract Price pursuant to a Change Order.

ARTICLE 19. INDEMNITY

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by SBCTA) and hold harmless the San Bernardino County Transportation Authority, Omnitrans, City of Pomona, City of Montclair, City of Ontario, City of Rancho Cucamonga, Ontario International Airport Authority, The Mills Corporation, Southern California Edison, Inland Empire Utilities Agency, Monte Vista Water District and Cucamonga Valley Water District and their respective officers, directors, members, employees, contractors, agents and volunteers (collectively the “Indemnitees”) from any and all claims, actions, losses, damages, and/or liability arising out of this Contract from any cause whatsoever, including the acts, errors, or omissions of any person and for any costs or expenses incurred by the Indemnitees on account of any claim except where such indemnification is prohibited by law. To the extent permitted by law, CONTRACTOR’s duty to defend and indemnification obligation shall apply regardless of the existence or degree of fault of any of the Indemnitees. The duty of CONTRACTOR and its insurers to provide a defense shall be immediate upon receipt of a written tender of defense from any of the Indemnitees, notwithstanding any subsequent allocation of defense costs that may be required by law. CONTRACTOR’s indemnification obligation applies to the “passive” negligence of any of the Indemnitees but does not apply to the “sole” or “active” negligence or “willful misconduct” of any of the Indemnitees within the meaning of Civil Code section 2782.

ARTICLE 20. OWNERSHIP OF DOCUMENTS

All deliverables, including but not limited to, drawings, reports, worksheets, and other data developed by CONTRACTOR under this Contract, shall become the property of SBCTA when prepared, whether delivered to SBCTA or not.

ARTICLE 21. RECORD AND INSPECTION AND AUDITING

SBCTA or any of its designees, representatives or agents, including but not limited to the U.S. Department of Transportation, or Federal Transit Administration, shall at all times have access during normal business hours to CONTRACTOR's operations and products wherever they are in preparation or progress, and CONTRACTOR 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 its rights to require CONTRACTOR to comply with the Contract or to subsequently reject any unsatisfactory Work or products.

ARTICLE 22. INDEPENDENT CONTRACTOR

CONTRACTOR is and shall be at all times an independent contractor. Accordingly, all Work provided by CONTRACTOR shall be done and performed by CONTRACTOR under the sole supervision, direction and control of CONTRACTOR. SBCTA shall rely on CONTRACTOR for results only and shall have no right at any time to direct or supervise CONTRACTOR or CONTRACTOR's employees in the performance or as to the manner, means and methods by which work is to be performed. All personnel furnished by CONTRACTOR pursuant to this Contract and all representatives of CONTRACTOR shall be and remain the employees or agents of CONTRACTOR or of CONTRACTOR's subcontractors at all times and shall not at any time or for any purpose whatsoever be considered employees or agents of SBCTA.

ARTICLE 23. 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 attorney's fees. This Article shall not apply to those costs and Attorney's fees directly arising from any third party legal action against a Party hereto and payable under the "Indemnity" provision of the Contract.

ARTICLE 24. 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 25. FEDERAL, STATE AND LOCAL LAWS

CONTRACTOR warrants that in performance of this Contract, it shall comply with all applicable federal, State and local laws, ordinances, rules and regulations.

ARTICLE 26. PRECEDENCE

The following order of precedence shall apply:

1. Exhibit C, Regulatory (FTA) Requirements
2. Change Orders, whichever occurs last, shall take its precedence from the term(s) it amends
3. Contract Articles (Contract/Agreement)
4. Exhibit A, Prevailing Wage Rates
5. Exhibit B, Completed Forms and Certifications
6. Exhibit D, Special Provisions
7. Exhibit E, Technical Specifications
8. Permits issued by Authorities Having Jurisdiction
9. Project Plans dated March 6, 2023
10. Exhibit F, IFB including all Addenda
11. Bidder's Bid

ARTICLE 27. 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. CONTRACTOR shall notify SBCTA of any changes within ten (10) business days of the change.

To CONTRACTOR	To SBCTA
Griffith Company	San Bernardino County Transportation Authority
12200 Bloomfield Ave.	1170 W. 3 rd Street, 2 nd Floor
Santa Fe Springs, Ca 90670	San Bernardino, CA 92410-1715
Attn: Lucas J. Walker Vice President/Regional Manager	Attn: Joy Buenaflor Deputy Director of Transit and Rail – Capital Delivery
Ky McLeod	cc: Shaneka Morris, Procurement Manager
Phone: 562-929-1128	Phone: (909) 884-8276
Email: lwalker@griffithcompany.net	jbuenaflor@gosbcta.com
Email cc: kmcleod@griffithcompany.net	procurement@gosbcta.com

ARTICLE 28. FEDERAL CHANGES

CONTRACTOR shall at all times comply with all applicable Federal Transit Administration regulations, policies, procedures and directives, including without limitation those listed directly or by reference in this Contract, as they may be amended time to time through the term of this Contract. CONTRACTOR's failure to comply shall constitute a material breach of Contract.

ARTICLE 29. NO OBLIGATION BY THE FEDERAL GOVERNMENT

(1) CONTRACTOR acknowledges and agrees that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the 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 the CONTRACTOR or any other party (whether or not a Party to the Contract) pertaining to any matter resulting from the Contract. (2) CONTRACTOR agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

ARTICLE 30. LIQUIDATED DAMAGES

Should CONTRACTOR fail to complete all work within the time specified herein, including any written authorized changes, the actual damages to SBCTA for the delay will be difficult or impossible to determine. Therefore, in lieu of actual damages, CONTRACTOR shall pay SBCTA the sum of \$15,000 for each calendar day of delay as identified in the weekly statement of working days issued by SBCTA as governed by Special Provisions, not to exceed twenty-five percent (25%) of the contract value. SBCTA shall not withhold liquidated damages if the delay is determined by SBCTA to be excusable in accordance with the Force Majeure article of this Contract. SBCTA may extend the period of performance of this Contract when, in its sole judgment there is sufficient justification to do so.

ARTICLE 31. ASSIGNMENT

CONTRACTOR agrees not to sell, transfer, assign, or otherwise dispose of any contract part either voluntarily or by operation of law without prior written consent from SBCTA.

ARTICLE 32. SUBCONTRACTS

32.1 CONTRACTOR shall perform with its own organization Contract work amounting to not less **than 30 percent** (or a greater percentage if specified elsewhere in the Contract) of the total original Contract price, excluding any specialty items designated by SBCTA. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original Contract price before computing the amount of work required to be performed by CONTRACTOR's own organization.

32.1.1 "Its own organization" shall be construed to include only workers employed and paid directly by the prime CONTRACTOR and equipment owned or rented by the prime

CONTRACTOR, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the prime CONTRACTOR.

32.1.2 "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a whole and in general are to be limited to minor components of the overall contract. The contract amount upon which the requirements set forth in this contract is computed includes the cost of material and manufactured products, which are to be purchased or produced by the CONTRACTOR under the contract provisions.

32.2 CONTRACTOR shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the Contract requirements, and is in charge of all construction operations (regardless of who performs the work), and (b) such other of its own organizational resources (supervision, management, and engineering services) as SBCTA determines is necessary to assure the performance of the Contract.

32.3 No portion of the Contract shall be sublet, assigned or otherwise disposed of except with the prior written consent of SBCTA, or authorized representative, and such consent when given shall not be construed to relieve CONTRACTOR of any responsibility for the fulfillment of the Contract. Written consent will be given only after SBCTA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime Contract. CONTRACTOR does not have the right to make any substitutions of any subcontractor listed in its bid, except in accordance with the State of California Public Contract Code, section 4100 et seq. SBCTA's consent to substitution shall not be deemed to relieve CONTRACTOR of its obligation to fully comply with the requirements of this Contract. CONTRACTOR shall be responsible for all acts and omissions of its employees, subcontractors and their employees. CONTRACTOR is responsible for coordinating all work performed by the subcontractors. SBCTA reserves the right, but not the obligation, to review the subcontractor agreements for this project and to require any modifications so as to conform to the requirements set forth in this Contract.

ARTICLE 33. COORDINATION WITH OTHER CONTRACTS

SBCTA may undertake or award other contracts for work, and CONTRACTOR shall cooperate fully with the other contractors' and SBCTA's employees or agents and carefully fit its own work to such additional work as may be directed by SBCTA. CONTRACTOR shall not commit or permit any act which will interfere with the performance of work by any other contractor or by SBCTA.

ARTICLE 34. PREVAILING WAGE REQUIREMENTS

34.1 All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary

of Labor or the California Director of the Department of Industrial Relations, whichever is higher, which is attached hereto as Exhibit A and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the CONTRACTOR and such laborers and mechanics.

- 34.2 Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR § 5.5 (a)(1)(iv).

ARTICLE 35. SAFETY

- 35.1 In the performance of this Contract, CONTRACTOR shall comply with all applicable federal, State, and local laws governing safety, health, and sanitation (40 U.S.C. § 3704, 29 U.S.C. §§ 651 et seq., 29 CFR parts 1910 and 1926) and railroads (49 CFR Parts 200 through 272). The CONTRACTOR shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as SBCTA may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public, and to protect property in connection with the performance of the work covered by the Contract. It is a condition of this Contract, and shall be made a condition of each subcontract which the CONTRACTOR enters into pursuant to this Contract, that CONTRACTOR and any subcontractor shall not permit any employee, in performance of this Contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3704-3705).
- 35.2 Pursuant to 29 CFR § 1926.3, it is a condition of this Contract that the Secretary of Labor or authorized representative thereof shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3704-3705).

ARTICLE 36. DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR shall supply sufficient information in its payment applications and supporting documentation to enable SBCTA and the FTA to determine the amounts paid to DBE.

ARTICLE 37. ENERGY CONSERVATION

CONTRACTOR agrees to 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 38. NONSEGREGATED FACILITIES

- 38.1 CONTRACTOR, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. CONTRACTOR agrees that a breach of this certification is a violation of the EEO provisions of this Contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.
- 38.2 As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time-clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g., disabled parking).
- 38.3 CONTRACTOR agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of \$10,000 or more and that it will retain such certifications in its files.

ARTICLE 39. INCORPORATION OF FTA TERMS

The preceding CONTRACT provisions include, in part, certain Standard Terms and Conditions required by the United States Department of Transportation (DOT), whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA-mandated terms in the FTA Best Practices Manual Appendix A-1 shall be deemed to control in the event of a conflict with other provisions contained in this Contract. CONTRACTOR shall not perform any act, fail to perform any act, or refuse to comply with any SBCTA requests, which would cause SBCTA to be in violation of the FTA terms and conditions.

ARTICLE 40. PROGRAM FRAUD AND FALSE STATEMENTS

CONTRACTOR 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 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying Contract, the CONTRACTOR 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 Contract or the FTA assisted project for which this Contract work is being performed. In addition to other penalties that may be applicable, the CONTRACTOR further 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 the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

CONTRACTOR 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 a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323 (1)(I) on the Contractor, to the extent the Federal Government deems appropriate. CONTRACTOR agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

CONTRACTOR agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

ARTICLE 41. SPECIFIC FEDERAL REQUIREMENTS

41.1 Without limiting the generality of the CONTRACTOR’s obligations under this Contract to comply with all applicable federal laws and regulations, CONTRACTOR specifically agrees to comply with the following:

41.1.1. Buy America.

CONTRACTOR agrees to comply with 49 U.S.C. 5323(j), the Build America, Buy America Act, Public Law 117-58, div. G §§ 70901-27 (“BABA”), 49 C.F.R. Part 661, guidance in OMB Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure at <https://www.whitehouse.gov/wp-content/uploads/2022/04/M-22-11.pdf>.; Notice that the Build America, Buy America Requirement for Construction Materials Applies Effective November 10, 2022, and Notice of Proposed Waiver of that Requirement for a Narrow Category of Contracts and Solicitations, 87 FR 68572, which provide that federal funds may not be obligated unless steel, iron, manufactured products, and construction materials used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver.

CONTRACTOR shall include a mandatory requirement in all agreements it enters into with subcontractors that will be performing Work for this Project. Contractor shall indemnify SBCTA for any loss, liability and expenses arising from CONTRACTOR's failure to comply with Buy America requirements.

41.1.2. Fly America. CONTRACTOR 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 carries for 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. The CONTRACTOR 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. The CONTRACTOR agrees to include the requirements of this section in all subcontracts that may involve international transportation.

ARTICLE 42. GRATUITIES

CONTRACTOR, its employees, agents or representatives shall not offer or give to an officer, official or employee of SBCTA, gifts, entertainment, payments, loans or other gratuities to influence the award of a contract or obtain favorable treatment under a contract.

ARTICLE 43. CONFIDENTIALITY

See Article 14.

ARTICLE 44. CONVICT LABOR

In connection with the performance of work under this Contract, CONTRACTOR agrees not to employ any person undergoing sentence of imprisonment at hard labor. This Article does not include convicts who are on parole or probation.

ARTICLE 45. INSPECTION OF SITE

CONTRACTOR acknowledges that it has investigated and satisfied itself as to the conditions affecting the work including, but not restricted to, those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electricity and roads, and uncertainties of weather, river stages, tides or similar conditions at the site, the conformation and conditions of the ground, the character of equipment and facilities needed preliminary to and during prosecution of the work. CONTRACTOR fully acknowledges that it has satisfied itself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by SBCTA, as well as from information presented by the drawings and specifications made a part of this Contract. Any failure by CONTRACTOR to acquaint itself with the available information will not relieve it from responsibility for the difficulty or cost of interpretations made by CONTRACTOR on the basis of the information made available by SBCTA.

ARTICLE 46. RECYCLED PRODUCTS

CONTRACTOR shall comply with all the requirements of section 6002 of the Resource Conservation and Recovery Act as amended, (42 U.S.C. § 6962), including but not limited to 40 CFR Part 247, as applicable. CONTRACTOR agrees to include this Article in all of its subcontracts.

ARTICLE 47. CLEAN WATER REQUIREMENTS

CONTRACTOR 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. CONTRACTOR shall report each violation to SBCTA and understands and agrees that SBCTA will in turn report each violation as required to assure notification to FTA and appropriate Environmental Protection Agency (EPA) Regional Office. CONTRACTOR shall include this requirement in each subcontract. exceeding \$1500,000.

ARTICLE 48. DRUG FREE WORKPLACE

CONTRACTOR agrees to comply with the Drug Free Workplace Act of 1990 per Government Code section 8350 et seq.

ARTICLE 49. SEVERABILITY

The partial or complete invalidity in whole or in part, of any one or more of the provisions of this Contract shall not affect the validity or continuing force and effect of any other provision.

ARTICLE 50. FORCE MAJEURE

CONTRACTOR shall not be in default under this Contract in the event that the Work performed by CONTRACTOR 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, natural disasters such as floods, earthquakes, landslides and fires, or other catastrophic events which are beyond the reasonable control of CONTRACTOR and which CONTRACTOR could not reasonably be expected to have prevented or controlled. "Other catastrophic events" does not include the financial inability of the CONTRACTOR to perform or failure of the CONTRACTOR to obtain 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 the CONTRACTOR.

ARTICLE 51. INCORPORATION OF RECITALS

The Recitals stated above are true and correct and are hereby incorporated into this Contract.

ARTICLE 52. EFFECTIVE DATE

The date that this Contract is executed by SBCTA shall be the Effective Date of this Contract.

----- SIGNATURES ARE ON THE FOLLOWING PAGE -----

IN WITNESS WHEREOF, the Parties hereto have executed this Contract below.

**GRIFFITH COMPANY, a California
corporation**

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

By:

Lucas J. Walker
Vice President/Regional
Manager

By:

Dawn M. Rowe
President, Board of Directors

Date:

Date:

Licensed in accordance with an act
providing for registration of contractors.

88

License Number

APPROVED AS TO FORM

95-0795590

Federal Employer
Identification Number

By:

Julianna K. Tillquist
General Counsel

CONCURRENCE

By:

Shaneka M. Morris
Procurement Manager

Minute Action

AGENDA ITEM: 42

Date: September 6, 2023

Subject:

Emergency Communication Nurse System Update

Recommendation:

Receive an update on the Emergency Communication Nurse System.

Background:

On October 3, 2018, the Board of Directors (Board), acting as the San Bernardino County Council of Governments (SBCOG), approved the Council of Governments Work Plan. One project under the work plan is Optimizing Emergency Medical Dispatch Services for San Bernardino County. The work group for this project was established as the Emergency Medical Dispatch Ad Hoc Committee through the County's Emergency Medical Care Committee and is inclusive of:

- The County Fire Chiefs Association
- CONFIRE
- Inland Counties Emergency Medical Agency (ICEMA)
- Health care providers
- Private and public hospitals
- Private ambulance companies
- Labor groups

This partnership is the basis for the consensus decision-making process that will define the project. COVID-19 was impactful to the speed with which this project progressed, and it quickly went from a plan in 2019 to implementation in 2020.

In November 2020, San Bernardino Council of Governments (SBCOG) partnered with the Consolidated Fire Agencies of San Bernardino County (CONFIRE) dispatch center to initiate and implement the Emergency Communication Nurse System (ECNS). The program was operational in December 2020, thanks to work that had taken place over the previous 4 years, and has been successfully in operation since that time in the jurisdictions served by the CONFIRE dispatch center. As the CONFIRE dispatch center covers 80% of the county geographically, the vast majority of residents countywide are able to make use of this concierge level program. Subsequent to the implementation of the ECNS program, the Board directed SBCOG staff to lead an outreach effort for the ECNS program which includes branding, a marketing strategy, and creation of a public information toolkit.

Chino Fire District Nurse, Leslie Parham will present the update to the Board.

Financial Impact:

This item has no financial impact on the Fiscal Year 2023/2024 Budget.

Reviewed By:

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

Entity: San Bernardino Council of Governments

Board of Directors Agenda Item
September 6, 2023
Page 2

Responsible Staff:

Monique Reza-Arellano, Chief of COG and Equity Programs

Approved
Board of Directors
Date: September 6, 2023
Witnessed By:

Emergency Communication Nurse System (ECNS) Update Report

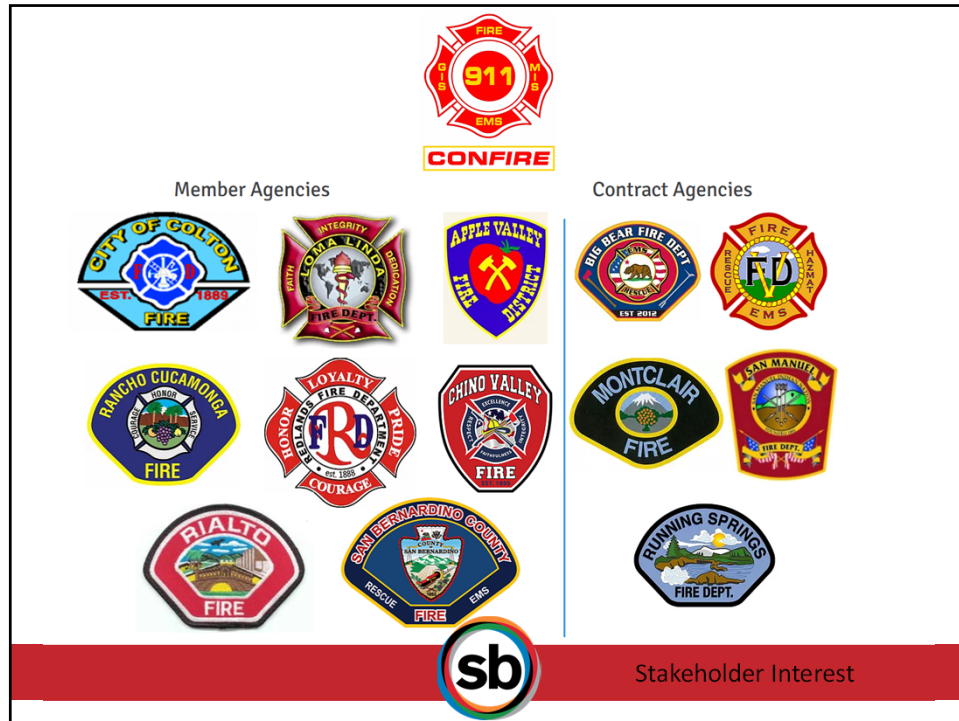
CONFIRE
SBCOG



- Study Commissioned in partnership with
 - CONFIRE
 - County Fire Chiefs Association
 - IEHP
- ECNS Goal is to enhance service delivery by triaging 911 calls to determine the level of care and the appropriate response necessary to ensure the patient gets to the right care at the right place in the right amount of time.



Emergency Communications Nurse System



Program History



Began 2021 with the goal to enhance service delivery by triaging 911 calls to determine the level of care and the appropriate response necessary to ensure the patient gets to the right care at the right place in the right amount of time.



Emergency Communications Nurse System



CELEBRATE YOUR SUCCESSES!

- Decrease in number of dispatched EMS ambulances (Keeps 911 ambulances for higher acuity patients)
- Providing low acuity patients to the correct point of care
- No negative patient outcomes
- Remained engaged with payors
- Program enhancements (i.e. Uber Health)
- Hiring full-time staff



ECNS Implementation



- Program functioning at approx. 20% capacity due to
 - ✓ 911 Call taker staffing
 - ✓ Full-time nurse staffing
- Increasing call volume (Approx. 1,300 eligible calls/mo.)
- Patient Transportation



ECNS Summary

- *Lessons Learned thus far*
 - Need for alternate transportation models
 - Need for telehealth in the ECNS
 - Need additional public education
- *Evolving continuous improvement*
 - Rate payer and emerging funding opportunities
 - Possible grant opportunities



ECNS Lessons *Learning*

Questions?



ECNS Q&A

ADDITIONAL INFORMATION

BOARD OF DIRECTORS ATTENDANCE RECORD – 2023

X Name	Jan	Feb	March	April	May	June	July	Aug DARK	Sept	Oct	Nov	Dec
Paul Cook Board of Supervisors	X	X		X	X	X	X					
Jesse Armendarez Board of Supervisors	X	X	X	X			X					
Dawn Rowe Board of Supervisors	X	X		X	X		X					
Curt Hagman Board of Supervisors	X	X	X	X	X	X	X					
Joe Baca, Jr. Board of Supervisors	X	X	X	X	X	X	X					
Daniel Ramos City of Adelanto	X	X	X	X	X	X	X					
Art Bishop Town of Apple Valley	X	X	X	X	X	X	X					
Paul Courtney City of Barstow	X	X		X	X	X	*					
Rick Herrick City of Big Bear Lake	X			X	X	*	X					
Eunice Ulloa City of Chino	X			X	X	X	X					
Ray Marquez City of Chino Hills	X	X	X	X	X	X	X					
Frank Navarro City of Colton		X	X	X	X	X	X					
Acquanetta Warren City of Fontana	X	X	X	X	X		X					
Sylvia Robles City of Grand Terrace	X	X	X	X	X	X	X					
Rebekah Swanson City of Hesperia	X	X	X	X	X	*	*					
Larry McCallon City of Highland	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 – 2023

X Name	Jan	Feb	March	April	May	June	July	Aug DARK	Sept	Oct	Nov	Dec
Rhodes ‘Dusty’ Rigsby City of Loma Linda	X	X	X		*	*	*					
John Dutrey City of Montclair	X	X	X	X	X	X	X					
Janet Jernigan City of Needles			X	X		X	X					
Alan Wapner City of Ontario	X	X	X	X			X					
L. Dennis Michael City of Rancho Cucamonga	X	X	*	X	*	X	X					
Paul Barich City of Redlands		X		X	*	*	*					
Deborah Robertson City of Rialto	X	X	X	X		X						
Helen Tran City of San Bernardino	X	X	X	X	X	X	X					
Joel Klink City of Twentynine Palms	X	X		X	X	X	X					
Rudy Zuniga City of Upland		X	X	X	X	X	X					
Debra Jones City of Victorville	X			X	X	X	X					
Bobby Duncan City of Yucaipa	X	X	X	X	X	X						
Rick Denison Town of Yucca Valley	X	X	X	X			X					
Rebecca Guirado Interim Ex-Official Member	X	Bassem Barsom										
Catalino Pining Ex-Official Member			X	X	X	Thomas Ainsworth	Rebecca Guirado					

Communication: Attendance (Additional Information)

X = member attended meeting. * = alternate member attended meeting. Empty box = did not attend meeting. Crossed out box = not a Board Member at the time. Shaded box=no meeting

This list provides information on acronyms commonly used by transportation planning professionals. This information is provided in an effort to assist Board Members and partners as they participate in deliberations at Board meetings. While a complete list of all acronyms which may arise at any given time is not possible, this list attempts to provide the most commonly-used terms. Staff makes every effort to minimize use of acronyms to ensure good communication and understanding of complex transportation processes.

AB	Assembly Bill
ACE	Alameda Corridor East
ACT	Association for Commuter Transportation
ADA	Americans with Disabilities Act
ADT	Average Daily Traffic
APTA	American Public Transportation Association
AQMP	Air Quality Management Plan
ARRA	American Recovery and Reinvestment Act
ATMIS	Advanced Transportation Management Information Systems
BAT	Barstow Area Transit
CALACT	California Association for Coordination Transportation
CALCOG	California Association of Councils of Governments
CALSAFE	California Committee for Service Authorities for Freeway Emergencies
CARB	California Air Resources Board
CEQA	California Environmental Quality Act
CMAQ	Congestion Mitigation and Air Quality
CMIA	Corridor Mobility Improvement Account
CMP	Congestion Management Program
CNG	Compressed Natural Gas
COG	Council of Governments
CPUC	California Public Utilities Commission
CSAC	California State Association of Counties
CTA	California Transit Association
CTC	California Transportation Commission
CTC	County Transportation Commission
CTP	Comprehensive Transportation Plan
DBE	Disadvantaged Business Enterprise
DEMO	Federal Demonstration Funds
DOT	Department of Transportation
EA	Environmental Assessment
E&D	Elderly and Disabled
E&H	Elderly and Handicapped
EIR	Environmental Impact Report (California)
EIS	Environmental Impact Statement (Federal)
EPA	Environmental Protection Agency
FHWA	Federal Highway Administration
FSP	Freeway Service Patrol
FRA	Federal Railroad Administration
FTA	Federal Transit Administration
FTIP	Federal Transportation Improvement Program
GFOA	Government Finance Officers Association
GIS	Geographic Information Systems
HOV	High-Occupancy Vehicle
ICTC	Interstate Clean Transportation Corridor
IEEP	Inland Empire Economic Partnership
ISTEA	Intermodal Surface Transportation Efficiency Act of 1991
IIP/ITIP	Interregional Transportation Improvement Program
ITS	Intelligent Transportation Systems
IVDA	Inland Valley Development Agency
JARC	Job Access Reverse Commute
LACMTA	Los Angeles County Metropolitan Transportation Authority
LNG	Liquefied Natural Gas
LTF	Local Transportation Funds

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 st Century
TMC	Transportation Management Center
TMEE	Traffic Management and Environmental Enhancement
TSM	Transportation Systems Management
TSSDRA	Transit System Safety, Security and Disaster Response Account
USFWS	United States Fish and Wildlife Service
VCTC	Ventura County Transportation Commission
VVTA	Victor Valley Transit Authority
WRCOG	Western Riverside Council of Governments

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, June 15, 2023. The following is a summary of the meeting.

FY 2023-24 Administrative Budget

Every year the MSRC adopts an Administrative Budget for the upcoming fiscal year to ensure costs remain within the limitation, currently 6.25 percent of its annual AB 2766 revenues. For FY 2023-24, the MSRC adopted an Administrative Budget in the amount of \$882,058, which is \$136,692 below the 6.25 percent cap. Certain administrative expenditures are not directly drawn from the MSRC fund account, but instead from South Coast AQMD's budget. To cover these expenses, the MSRC approved a fund transfer to South Coast AQMD (see Table 1 for further details).

Table 1. Estimated FY 2023-24 MSRC Miscellaneous and Direct Expenditures Proposed to be allocated to South Coast AQMD Technology Advancement Office FY 2023-24 Budget

	Work Program Code	Account	Amount
Professional & Special Services	44003	67450	\$9,000
Public Notice	44003	67500	\$8,000
Communications	44003	67900	\$5,000
Postage	44003	68060	\$7,500
Office Expense/Supplies	44003	68100	\$12,000
Miscellaneous Expense	44003	69700	\$7,000
Conference-Related Expense	44003	69700	\$5,000
Travel Costs	44003	67800	\$2,500
Total			\$56,000

Contract Modification Requests

The MSRC considered one contract modification request and took the following action:

- City of Pico Rivera, Contract #18067 to install electric vehicle charging infrastructure, approval of eighteen month no-cost term extension, contingent on this being the final extension.

Contracts Administrator's Report

The MSRC AB 2766 Contracts Administrator's report provides a written status report on all open contracts from FY 2010-11 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 D. Alexander D. Robertson L. Michael R. Marquez R. Denison L. Becerra C. Hagman G. Reyes	G. Reyes	D. Alexander D. Robertson R. Denison	F. Navarro L. Michael R. Marquez 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.		Acquanetta Warren Sylvia Rodriguez-Robles Helen Tran	Cynthia Moran Vacant Art Bishop	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 1st 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.	12/31/24
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 12/31/24
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.	
Inland Regional Energy Network (I-REN) Program Executive Committee	Curt Hagman, County Supervisor Deborah Robertson, Rialto Art Bishop, Apple Valley	President	The I-REN Executive Committee consists of three representative votes from SANBAG, WRCOG, and CVAG. The committee will meet quarterly and make executive decisions regarding the overall program. Stipends for the Executive Committee are not an allowable expense under the CPUC rules.	12/31/24 12/31/24 12/31/24
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 12:00 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.	12/31/24 12/31/24
Mobile Source Air Pollution Reduction Review Committee	Larry McCallon, Highland, Primary John Dutrey, Montclair, 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.	12/31/24 12/31/24

Communication: Appointments to External Agencies (Committee Membership)

Appointments to External Agencies

Committee	Appointee	Appointing Authority	Purpose	Term
One Water One Watershed (OWOW) Steering Committee of the Santa Ana Watershed Project Authority	Deborah Robertson, Rialto	Board of Directors	<p>Responsible for developing the integrated Regional Water Management Plan for the Santa Ana River.</p> <p>The term of the appointment is for four years for a city representative from San Bernardino County.</p> <p>Officers leaving elected office after appointment are still eligible to serve. Beginning January 2016, the OWOW meets on the 4th Thursday of every other month at 11:00 a.m. at the Santa Ana Watershed Project Authority (SAWPA). Members of the Steering Committee do not receive a stipend.</p>	12/31/26
SCAG Policy Committees	See associated table.	The Board has authorized the President to make appointments to SCAG Policy Committees.	SBCTA also has authority to appoint up to seven appointees to the three SCAG Policy Committees: i.e., Community Economic and Human Development, Energy and Environment, and Transportation. SCAG pays appointees to policy committees a stipend of \$120 per meeting.	See associated table – Representatives on SCAG Committees
Southern California Regional Rail Authority	Alan Wapner, Ontario, Primary Larry McCallon, Highland, Primary Ray Marquez, Chino Hills, Alternate John Dutrey, Montclair, Alternate	Board of Directors (Recommendation made by the Transit Committee)	<p>SCRRA serves as the governing body for Metrolink, the regional commuter rail system serving the five Southern California Counties.</p> <p>Members receive payment of \$100 per day from SCRRA for participation.</p>	Indefinite
SR 91 Advisory Committee	Ray Marquez, Chino Hills, Ex-Officio Member	Board of Directors	<p>The Committee reviews issues and makes recommendations to OCTA regarding the transportation facilities acquired, including tolls imposed, operations, maintenance, use of toll revenues, and improvements in the area of SR 91 between I-15 and SR 55, including the identification and siting of alternate highways.</p> <p>SBCTA has not authorized payment of stipend for participation.</p>	12/31/24
The Sam and Alfreda L. Maloof Foundation for Arts and Crafts	Deborah Robertson, Rialto	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.	12/31/24

Communication: Appointments to External Agencies (Committee Membership)

San Bernardino County Transportation Authority (SBCTA) Policy Committee Membership

COMMITTEE	PURPOSE	MEMBERSHIP	TERMS
General Policy Committee 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. *Note: An exception to Policy 10002 was approved by the Board of Directors on July 5, 2023 to temporarily revise the composition of East Valley to 2 City, 2 County	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. The General Policy Committee is authorized to approve Contracts in excess of \$100,000, Contract Task Orders in excess of \$500,000, and amendments exceeding the Executive Director's authority in the event of significant time constraints, extenuating circumstances, or emergencies when approval is required, with notification to the Board. Notification shall be made at the next regularly scheduled meeting of the Board following such approval. (Brown Act)	<u>West Valley</u> Ray Marquez, Chino Hills (Chair/Vice President) Acquanetta Warren, Fontana Alan Wapner, Ontario Curt Hagman, Supervisor <u>East Valley</u> Frank Navarro, Colton Larry McCallon, Highland Dawn Rowe, Supervisor (Vice Chair/President) Joe Baca, Jr., Supervisor (MVSS Chair) <u>Mountain/Desert</u> Art Bishop, Apple Valley (Past President) Debra Jones, Victorville Rick Denison, Yucca Valley (TC Chair) Paul Cook, Supervisor (MDC Chair) 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.	6/30/2024 6/30/2024 6/30/2024 6/30/2024 6/30/2024 6/30/2024 6/30/2024 6/30/2024 6/30/2024 6/30/2024 6/30/2024 6/30/2024 6/30/2024
Transit Committee 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)	Rick Denison, Yucca Valley (Chair) John Dutrey, Montclair** (Vice Chair) Eunice Ulloa, Chino Ray Marquez, Chino Hills** Frank Navarro, Colton Acquanetta Warren, Fontana Sylvia Rodriguez-Robles, Grand Terrace Larry McCallon, Highland* Alan Wapner, Ontario* L. Dennis Michael, Rancho Cucamonga Dawn Rowe, Supervisor Joe Baca, Jr., Supervisor	12/31/2024 (6/30/2024) Indeterminate (6/30/2024) 12/31/2024 Indeterminate 12/31/2023 12/31/2023 12/31/2024 Indeterminate Indeterminate 12/31/2023 12/31/2024 12/31/2024

Communication: Committee Membership (Committee Membership)

San Bernardino County Transportation Authority (SBCTA) Policy Committee Membership

COMMITTEE	PURPOSE	MEMBERSHIP	TERMS
Mountain/Desert Committee Membership consists of 11 SBCTA Board Members from each Mountain/Desert jurisdiction and County Supervisors representing the First, 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)	Paul Cook, Supervisor (Chair) Debra Jones, Victorville (Vice Chair) Daniel Ramos, Adelanto Art Bishop, Apple Valley Vacant, Barstow Rick Herrick, Big Bear Lake Rebekah Swanson, Hesperia Janet Jernigan, Needles Joel Klink, Twentynine Palms Rick Denison, Yucca Valley Dawn Rowe, Supervisor	Indeterminate (6/30/20 Indeterminate (6/30/20 Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate
Legislative Policy Committee 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 even-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)	Dawn Rowe, Supervisor (President) Ray Marquez, Chino Hills (Vice President) Art Bishop, Apple Valley (Past President) Larry McCallon, Highland Alan Wapner, Ontario Rick Denison, Yucca Valley Paul Cook, Supervisor	Indeterminate Indeterminate Indeterminate 12/31/2024 12/31/2024 12/31/2024 12/31/2024

<u>Policy Committee Meeting Times</u>	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 Joe Baca Jr., Supervisor (Chair) Eunic Ulloa, Chino (Vice Chair)	6/30/2024 6/30/2024

I-10 and I-15 Corridor Joint Sub-Committee

Joint Sub-Committee	PURPOSE	MEMBERSHIP	TERMS
I-10 and I-15 Corridor Joint Sub-Committee of the Board of Directors Metro Valley Study Session and the Mountain/Desert Policy Committee 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	12/31/2024 12/31/2024 12/31/2024 12/31/2024 12/31/2024 12/31/2024 12/31/2024 12/31/2024 12/31/2024

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 Reach Out Morongo Basin 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 6/30/2025 5/31/2024

Meeting Dates and Time: Bi monthly, beginning in January, 2nd Tuesday of the month, 10:00 a.m., (Location rotates: SBCTA Office, VVTA, MBTA)

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>Cole Jackson (A) Gerry Newcombe (B) Vacant (C) Vacant (D) Patrick Morris (E) Dawn Rowe, Ex-Officio Ray Wolfe, Ex-Officio</p>	<p>10/31/2024 12/31/2024 03/01/2025</p>

SBCTA Ad Hoc Committees

COMMITTEE	PURPOSE	MEMBERSHIP
<p>Council of Governments Ad Hoc Committee</p> <p>On July 5, 2023, the Board approved the establishment of this ad hoc committee composed of Board members appointed by the Board President.</p>	<p>To provide guidance on the SBCOG Budget and funding options. This ad hoc has a term ending June 30, 2024.</p>	<p>Acquanetta Warren, Fontana John Dutrey, Montclair Alan Wapner, Ontario L. Dennis Michael, Rancho Cucamonga Helen Tran, San Bernardino Jesse Armendarez, Supervisor Curt Hagman, Supervisor</p>

Communication: Committee Membership (Committee Membership)

Emerging Technology Ad Hoc Committee 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, 2023.	Art Bishop, Apple Valley Frank Navarro, Colton Acquanetta Warren, Fontana John Dutrey, Montclair L. Dennis Michael, Rancho Cucamonga Helen Tran, San Bernardino Curt Hagman, Supervisor
Housing Trust Ad Hoc Committee On January 4, 2023, the Board approved the establishment of this ad hoc committee composed of Board members appointed by the Board President.	To take a broad look into the housing trust and how it interacts with the Council of Governments. This ad hoc has a term ending December 31, 2023.	Eunice Ulloa, Chino Deborah Robertson, Rialto Alan Wapner, Ontario L. Dennis Michael, Rancho Cucamonga Debra Jones, Victorville Rick Denison, Yucca Valley Curt Hagman, Supervisor
Transportation Investment Plan Ad Hoc Committee On June 29, 2022 the Board approved the establishment of this ad hoc committee composed of Board members appointed by the Board President.	To look at future Measure options and make recommendations relating to any future local measure. This ad hoc has a term end date of December 31, 2023.	Art Bishop, Apple Valley Sylvia Rodriguez-Robles, Grand Terrace Larry McCallon, Highland Alan Wapner, Ontario L. Dennis Michael, Rancho Cucamonga Joel Klink, Twentynine Palms Debra Jones, Victorville

SBCTA Technical Advisory Committees

COMMITTEE	PURPOSE	MEETING SCHEDULE
Transportation Technical Advisory Committee (TTAC) 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.
City/County Manager's Technical Advisory Committee (CCM TAC) 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.

Planning and Development Technical Forum (PDTF) Committee membership consists of a primary staff representative of each SBCTA member agency designated by the City Manager or County Chief Executive Officer.	<p>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.</p> <p>The PDTF is not a Brown Act Committee.</p>	Meets the 4th Wednesday of each month at 2:00 p.m. at the Santa Fe Depot (in the SCAG Office).
Project Development Teams	<p>Project Development Teams (PDTs) are assembled for all major project development activities by SBCTA staff.</p> <p>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.</p> <p>PDTs make recommendations related to approaches to project development, evaluation of alternatives, and technical solutions.</p> <p>PDTs meet on a regular basis throughout the project phase to review progress and to provide technical input required for project development.</p> <p>The PDTs are not Brown Act Committees.</p>	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