

AGENDA
Board of Directors Meeting
April 3, 2024

*******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

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, Mayor Pro Tem
Town of Apple Valley

Carmen Hernandez, Council Member
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

Bill Hussey, Mayor
City of Grand Terrace

Rebekah Swanson, Mayor Pro Tem
City of Hesperia

Larry McCallon, Mayor Pro Tem
City of Highland

Bhavin Jindal, 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, Mayor Pro Tem
City of Twentynine Palms

Rudy Zuniga, Council Member
City of Upland

Debra Jones, Council Member
City of Victorville

Bobby Duncan, Council Member
City of Yucaipa

Rick Denison, Council Member
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

April 3, 2024

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

CLOSED SESSION

- 1. PUBLIC EMPLOYEE PERFORMANCE EVALUATION**
Pursuant to Government Code Section 54957
Title: General Counsel
- 2. CONFERENCE WITH LABOR NEGOTIATOR**
Pursuant to Government Code Section 54957.6
Agency Designated Representative: Dawn Rowe, Board President
Unrepresented Employee: General Counsel
- 3. PUBLIC EMPLOYEE PERFORMANCE EVALUATION**
Pursuant to Government Code Section 54957
Title: Executive Director
- 4. CONFERENCE WITH LABOR NEGOTIATOR**
Pursuant to Government Code Section 54957.6
Agency Designated Representative: Dawn Rowe, Board President
Unrepresented Employee: Executive Director
- 5. CONFERENCE WITH LABOR NEGOTIATORS**
Pursuant to Government Code Section 54957.6
Agency Designated Representative: Colleen Franco
Unrepresented Employee: All Unrepresented Employees of SBCTA
- 6. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION**
Pursuant to Government Code Section 54956.9(d)(1) -- 1 case
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

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

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. 18

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. 19

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

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

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. February 2024 Procurement Report

Pg. 22

Receive the February 2024 Procurement Report.

Presenter: Shaneka Morris

This item was received by the General Policy Committee on March 13, 2024.

3. Measure I Revenue

Pg. 30

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

Presenter: Hilda Flores

This item was received by the General Policy Committee on March 13, 2024.

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

Pg. 32

Receive and file Change Order Report.

Presenter: Victor Lopez

This item was received by the Transit Committee on March 14, 2024.

5. Project Delivery Contract Change Orders to On-Going Contracts

Pg. 34

Receive and file Change Order Report.

Presenter: Kristi Harris

This item was received by the Board of Directors Metro Valley Study Session on March 14, 2024.

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

- 6. Measure I Revenue Estimate for Fiscal Year 2024/2025 Allocation Planning** Pg. 38
- That the Board, acting as the San Bernardino County Transportation Authority:
- Approve a Measure I 2010-2040 revenue estimate of \$251.9 million for Fiscal Year 2024/2025 and the revenue distribution by subarea, as shown in Table 2 on the following page, for purposes of allocation planning for Fiscal Year 2024/2025.
Presenter: Lisa Lazzar
- This item was reviewed and unanimously recommended for approval by the General Policy Committee on March 13, 2024.**
- 7. Measure I Compliance Audits for Fiscal Year 2022/2023** Pg. 40
- Review and make a finding that the Measure I expenditures for Fiscal Year 2022/2023 are consistent with the provisions of the Measure I Expenditure Plan and Ordinance No. 04-01.
Presenter: Lisa Lazzar
- This item was reviewed by the Independent Taxpayer Oversight Committee (ITOC) on March 5, 2024. The ITOC made a finding that SBCTA is in compliance with Ordinance 04-01 and the Measure I Expenditure Plan. This item was received by the General Policy Committee on March 13, 2024.**
- 8. Transit Operators and Transportation Development Act Audits for Fiscal Year 2022/2023** Pg. 53
- Review and receive the Transit Operators and Transportation Development Act Audit Reports for Fiscal Year 2022/2023.
Presenter: Lisa Lazzar
- This item was received by the Transit Committee on March 14, 2024.**
- 9. Fiscal Year 2023/2024 Budget Action Plan - Third Quarter Report** Pg. 57
- Receive the Fiscal Year 2023/2024 Budget Action Plan – Third Quarter Report.
Presenter: Raymond Wolfe
- This item was received by the General Policy Committee on March 13, 2024.**
- 10. Memberships to Regional, State and National Organizations** Pg. 69
- That the Board, acting as the San Bernardino County Transportation Authority (SBCTA) and San Bernardino Council of Governments (SBCOG):
- Approve the SBCTA and SBCOG memberships to regional, state and national organizations as listed below.
Presenter: Carrie Schindler
- This item was reviewed and unanimously recommended for approval by the General Policy Committee on March 13, 2024.**

Consent - Air Quality/Traveler Services

11. Amendment No. 1 to Agreement with California Highway Patrol for Freeway Service Patrol and Construction Extra Time Oversight Services Pg. 73

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

Approve Amendment No. 1 to Agreement No. 21-1002547 with the California Highway Patrol (CHP) to extend the contract term from June 30, 2024 to October 31, 2024, and to increase the agreement amount by \$215,000 for a new total contract not-to-exceed amount of \$1,878,614. The extension of Agreement No. 21-1002547 will allow for on-going Freeway Service Patrol (FSP) field supervision support provided by CHP for overtime services related to regular and construction FSP tow services.

Presenter: Rana Semaan

This item was reviewed and unanimously recommended for approval by the General Policy Committee on March 13, 2024. SBCTA General Counsel and Enterprise Risk Manager have reviewed this item and the draft amendment.

Consent - Project Delivery

12. State Route 210 Waterman Avenue Interchange Project - Amendment No. 1 to Cooperative Agreement No. 22-1002720 with the City of San Bernardino Pg. 77

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

Approve Amendment No. 1 to Cooperative Agreement No. 22-1002720 with the City of San Bernardino for the State Route 210 Waterman Avenue Interchange Project, increasing the total project cost by \$2,150,867, funded by Measure I Valley Interchange Program contribution of \$1,923,009 and City of San Bernardino Development Impact Fees of \$227,858, for a new not-to-exceed receivable amount of \$1,626,128.00, to be funded with City of San Bernardino local funds.

Presenter: Paul Melocoton

This item was reviewed and recommended for approval (16-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on March 14, 2024. SBCTA General Counsel and Enterprise Risk Manager have reviewed this item and the draft amendment.

13. Interstate 10 Wildwood Canyon Road Interchange Amendment No. 1 to Cooperative Agreement with City of Yucaipa for Project Approval and Environmental Document Phase Pg. 83

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

A. Approve an additional allocation of \$625,000 in Measure I Valley Freeway Interchange Funds for the public share of eligible costs for environmental studies and preliminary design for the first construction phase of the Interstate 10 (I-10) Wildwood Canyon Road Interchange Project.

B. Approve Amendment No. 1 to Cooperative Agreement No. 20-1002294 with the City of Yucaipa for the Project Approval and Environmental Document project development phase of the I-10 Wildwood Canyon Road Interchange Project for roles and responsibilities and increase the not-to-exceed SBCTA contribution amount by \$625,000 for a total amount of \$1,250,000 for eligible costs.

Presenter: Paul Melocoton

This item was reviewed and recommended for approval (16-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on March 14, 2024. SBCTA General Counsel and Risk Manager have reviewed this item and the draft amendment.

14. Interstate 10 Corridor Freight and Express Lanes - Contract 2 Award for Construction Management Services Pg. 91

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

A. Approve Contract No. 23-1002960 with SYRUSA Engineering, Inc. to provide Construction Management Services for the Interstate 10 Corridor Freight and Express Lanes Project – Contract 2, in an amount not-to-exceed \$69,991,428.42, to be funded with Measure I Freeway Program funds.

B. Approve contingency in an amount not-to-exceed \$6,999,143.00, to be funded with Measure I Freeway Program funds, for Contract No. 23-1002960 to be released in accordance with SBCTA Contracting and Procurement Policy No. 11000.

C. Approve an exception to Contracting and Procurement Policy No. 11000, Contract Term, Section IV.B.4, for a seven-year contract duration upon execution of the Contract.

Presenter: Sal Chavez

This item was reviewed and recommended for approval (15-0-1; Abstained: Cook) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on March 14, 2024. SBCTA General Counsel, Procurement Manager, and Enterprise Risk Manager have reviewed this item and the draft contract.

15. US 395 Phase 2 Widening Project – Release Request for Proposals for Construction Management Services Pg. 230

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

Authorize release of Request for Proposals No. 24-1003120 for Construction Management Services for the US 395 Phase 2 Widening Project in the City of Hesperia and the City of Victorville.

Presenter: David Tan

This item was reviewed and unanimously recommended for approval by the Mountain/Desert Policy Committee on March 15, 2024. SBCTA General Counsel, Procurement Manager, and Risk Manager have reviewed this item.

16. Interstate 15 Corridor Freight and Express Lanes Project - Contract 1 Amendment No. 1 to Cooperative Agreement No. 23-1002843 with California Department of Transportation Pg. 265

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

Authorize the Executive Director, or his designee, to execute Amendment No. 1 to Cooperative Agreement No. 23-1002843 with the California Department of Transportation for the construction phase of the Interstate 15 Corridor Freight and Express Lanes Project – Contract 1 (Project), upon approval as to form by SBCTA General Counsel, or her designee. Amendment No. 1 will increase the total Project costs by \$27,860,962, consisting of additional Surface Transportation Program funds of \$20,274,215 and Measure I Valley Freeway Program funds of \$7,586,747, and add landscape construction and maintenance responsibilities.

Presenter: David Tan

This item was reviewed and recommended for approval (16-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on March 14, 2024. SBCTA General Counsel and Enterprise Risk Manager have reviewed this item and the draft amendment.

17. Mount Vernon Avenue Viaduct – Request for Contingency Increase to Construction Contract No. 18-1001966 Pg. 277

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

Increase contingency amount for Construction Contract No. 18-1001966 with Traylor-Granite Joint Venture by \$12,000,000, increasing the amount of contingency and supplemental work from \$17,230,000 to \$29,230,000, to be funded with the City of San Bernardino's (City) equitable share of Measure I Arterial Sub-program funds and City Development Impact Fees, and authorize the Executive Director, or his designee, to release the contingency as necessary for the Mount Vernon Avenue Viaduct Project.

Presenter: David Tan

This item was reviewed and recommended for approval (16-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on March 14, 2024. SBCTA Procurement Manager and Risk Manager have reviewed this item.

18. Annual Right-of-Way Acquisition Updates Pg. 280

Receive and file the updated list of right-of-way property acquisitions for Project Delivery Department and Transit and Rail Department projects, which includes changes to the Board of Directors' authorized property lists and provides the current listing of San Bernardino County Transportation Authority Eminent Domain actions.

Presenter: Tracy Escobedo

This item was received by the Board of Directors Metro Valley Study Session on March 14, 2024 and the Mountain/Desert Policy Committee on March 15, 2024.

Consent - Regional/Subregional Planning

19. Development Mitigation Annual Report for Fiscal Year Ending June 30, 2023 Pg. 309

Receive information on the Development Mitigation Annual Report for Fiscal Year ending June 30, 2023.

Presenter: Ginger Koblasz

This item was reviewed by the Transportation Technical Advisory Committee on March 4, 2024. This item was received by the General Policy Committee on March 13, 2024.

20. 2023 Update of the Development Mitigation Nexus Study Pg. 313

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

Approve the 2023 Update to the San Bernardino County Transportation Authority Development Mitigation Nexus Study.

Presenter: Ginger Koblasz

This item was reviewed by the Transportation Technical Advisory Committee on March 4, 2024. This item was reviewed and unanimously recommended for approval by the General Policy Committee on March 13, 2024.

21. Carbon Reduction Program - Amendment No. 2 Priority Project List Submittal to Southern California Association of Governments Pg. 378

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

A. Approve submittal of the following priority project nomination list to Southern California Association of Governments for Carbon Reduction Program funding:

1. \$677,340 to Redlands for the Redlands Regional Connector Project – already allocated.
2. \$701,913 to Highland for the Highland Regional Connector Project – already allocated.
3. \$2,721,400 to Fontana for the San Sevaine Trail Project (Gap Funding Project) – already allocated.
4. \$1,500,000 to Fontana for the San Sevaine Trail Project Cost of Bid in Excess of Estimate.
5. \$975,000 to Montclair for the Fremont Avenue / Arrow Highway Improvements Project.
6. \$1,382,200 to Apple Valley for the Bear Valley Road Bridge Rehabilitation and Widening Project (Gap Funding Project).
7. \$3,000,000 to Rancho Cucamonga for the Design of Haven Avenue Complete Streets Project – replacement project.
8. \$961,000 to San Bernardino County for the Del Rosa Avenue Sidewalk Improvements – replacement project.
9. \$1,405,800 to the City of San Bernardino for Arrowhead Grove Charging Infrastructure.
10. \$2,000,000 to SBCTA for the development of a Vehicle Miles Traveled Mitigation Bank.

B. Authorize the SBCTA staff to modify funding totals to the existing projects as ranked above if needed.

Presenter: Ginger Koblasz

This item was reviewed and unanimously recommended for approval by the General Policy Committee on March 13, 2024. This is an update to an item in the January 3, 2024 SBCTA Board meeting agenda on Carbon Reduction Program funding.

Consent - Transit

22. Memorandum of Understanding with the Southern California Regional Rail Authority to Memorialize Annual Funding Allocations Pg. 391

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

Approve Memorandum of Understanding No. 24-1003060 with the Southern California Regional Rail Authority to memorialize the annual funding allocation process for new capital, state of good repair and operations of Metrolink service, to which each year's funding allocations will be attached as an exhibit.

Presenter: Victor Lopez

This item was reviewed and unanimously approved by the Transit Committee on March 14, 2024. SBCTA General Counsel and Enterprise Risk Manager have reviewed this item and the draft Memorandum of Understanding.

23. Fiscal Year 2023/2024 Low Carbon Transit Operations Program - Population Share

Pg. 444

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

A. Approve a swap of \$12,598 of Valley State Transit Assistance-Population Share funds for \$12,598 of Low Carbon Transit Operations Program (LCTOP) - Population Share funds for the City of Needles.

B. Approve a swap of \$1,054 of Valley State Transit Assistance-Population Share funds for \$1,054 LCTOP - Operator Share funds for the City of Needles.

C. Allocate \$5,779,784 of LCTOP - Population Share funding to the following projects:

- i. Basin Transit: Free Fare Subsidy – \$45,000; Bus Stop Improvements - \$146,152
- ii. Mountain Transit: Bus Stop Revitalization - \$132,140
- iii. Victor Valley Transit Authority: Fuel Cell Electric Vehicles - \$1,069,991; Fare Media Subsidy - \$40,000; Free Fares K-12 - \$120,000; Free Fares on Special Days - \$40,000
- iv. Omnitrans: First/Last Mile Shuttle Services – \$1,119,590; Student Fare Subsidy Program – \$203,167; West Valley Connector Free Fares - \$315,000; West Valley Connector Weekend Service \$1,482,000
- v. SBCTA: San Bernardino County Rail Ridership Recovery Program - \$598,946; Southern California Regional Rail Authority Student Adventure Pass - \$467,798

D. Allocate \$1,054 of LCTOP - Operator Share funds from the City of Needles to SBCTA for the San Bernardino County Rail Ridership Recovery Program.

E. Approve the reallocation of \$1,513,951 of LCTOP - Population Share funds and accrued interest estimated at \$15,727.35, currently allocated to the Metrolink Double Track Project, to the Omnitrans Student Fare Subsidy Program, and authorize staff to submit a corrective action plan to update the California Department of Transportation (Caltrans) LCTOP programming amount once the Omnitrans Student Fare Subsidy Program allocation request is approved by Caltrans.

F. Adopt Resolution No. 24-018 authorizing the Executive Director, or his designee, to execute Certifications and Assurances for SBCTA projects for LCTOP and nomination of funding requests for listed transit projects.

Presenter: Nicole Soto

This item was reviewed and unanimously approved by the Transit Committee on March 14, 2024. SBCTA General Counsel has reviewed this item and draft resolution.

24. Fiscal Year 2023/2024 Senate Bill 125 Allocations

Pg. 458

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

A. Approve the funding allocations in Table 2 for the Senate Bill 125 Formula-Based Funding for Transit and Intercity Rail Capital Program and Zero-Emission Transit Capital Program for Fiscal Year 2023/2024.

B. Direct staff to prepare funding agreements with the transit operators to outline the project schedule and local funding commitments after allocations have been approved by the California State Transportation Agency.

C. Authorize the Executive Director, or his designee, to execute the funding agreements with the transit operators upon approval as to form by SBCTA General Counsel.

Presenter: Nancy Strickert

This item was reviewed and unanimously approved by the Transit Committee on March 15, 2024.

Consent - Council of Governments

- 25. Award Contract No. 24-1003033 for San Bernardino County Transportation Authority/San Bernardino Council of Governments Equity Policy Framework** Pg. 463

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

Award Contract No. 24-1003033 for the Equity Policy Framework to Raimi & Associates, Inc., in the amount of \$199,934, to be funded with the Indirect Cost Fund with a term effective until August 31, 2025.

Presenter: Monique Reza-Arellano

This item was reviewed and unanimously recommended for approval by the General Policy Committee on March 13, 2024. SBCTA General Counsel, Procurement Manager, and Enterprise Risk Manager have reviewed this item and the draft contract.

Consent - Transportation Programming and Fund Administration

- 26. California Department of Transportation Master Agreement - Greenhouse Gas Reduction Funds** Pg. 496

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

A. Authorize the Executive Director, or his designee, to execute Agreement No. 24-1003137 between the California Department of Transportation and the San Bernardino County Transportation Authority (SBCTA), which establishes standards for implementation of projects when SBCTA acts as an administering agency for transit projects funded by the Greenhouse Gas Reduction Fund, in substantially the form shown attached to this item, subject to approval as to form by SBCTA General Counsel.

B. Adopt Resolution No. 24-017 authorizing the Executive Director, or his designee, to execute Program Supplements for specific projects under Agreement No. 24-1003137 based upon SBCTA Board of Directors' prior approval of the specific project and project costs.

Presenter: James Mejia

This item was reviewed and unanimously recommended for approval by the Transit Committee on March 14, 2024. SBCTA General Counsel and Enterprise Risk Manager have reviewed this item and the draft agreement.

- 27. Measure I Valley Major Street Projects Program Allocation Planning for Fiscal Year 2024/2025** Pg. 532

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

Approve the following amount for consideration in the SBCTA Fiscal Year 2024/2025 Budget: Valley Major Street Arterial Sub-Program for \$36,699,986.56.

Presenter: Vanessa Schoenewald

This item was reviewed and recommended for approval (16-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on March 14, 2024.

- 28. Yucca Loma Road Widening Project Funding Agreement No. 24-1003077** Pg. 536

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

A. Allocate \$1,350,000 in Measure I Victor Valley Subarea Major Local Highway Projects Program (MLHP) funds to the Town of Apple Valley (Town) for the Yucca Loma Road Widening Project.

Agenda Item 28 (cont.)

B. Approve Funding Agreement No. 24-1003077 with the Town of Apple Valley for the Yucca Loma Road Widening Project in the amount of \$3,250,000, to be funded with \$1,350,000 in MLHP funds and \$1,900,000 in Town funds.

Presenter: Andrea Zureick

This item was reviewed and unanimously recommended for approval by the Mountain/Desert Policy Committee on March 15, 2024. SBCTA General Counsel and Enterprise Risk Manager have reviewed this item and the draft agreement.

Consent - Legislative/Public Outreach

29. State Legislative Update

Pg. 547

Receive and file the March 2024 State Legislative Update.

Presenter: Otis Greer

This item was received by the Legislative Policy Committee on March 13, 2024.

30. Federal Legislative Update

Pg. 594

Receive and file the March 2024 Federal Legislative Update.

Presenter: Otis Greer

This item was received by the Legislative Policy Committee on March 13, 2024.

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 - Administrative Matters

31. Board Vacancies, Dissolution of Joint Sub-Committee & Rescind Policy No. 10008

Pg. 596

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

A. Dissolve the I-10 and I-15 Corridor Joint Sub-Committee of the Board of Directors Metro Valley Study Session and the Mountain/Desert Policy Committee.

B. Rescind Policy No. 10008 – I-10 and I-15 Corridor Joint Sub-Committee of the Board of Directors Metro Valley Study Session and Mountain/Desert Policy Committee.

C. Note the vacancy for one Valley member to serve on the SBCTA Transit Committee for a term ending December 31, 2025.

D. Note the vacancy for one East Valley member to serve on the SBCTA Transportation Investment Plan Ad Hoc Committee for a term ending December 31, 2024.

Presenter: Marleana Roman

This item has not received prior policy committee or technical advisory committee review. Due to the nature of this item, it was determined most appropriate to be taken directly to Board rather than Policy Committee. SBCTA General Counsel has reviewed this item.

Discussion - Project Delivery

32. Interstate 10 Alabama Street - Contract Award for Establish Existing Planting Pg. 600

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

A. Approve Contract No. 24-1003059 with Mariposa Landscapes, Inc., to Establish Existing Planting for the Interstate 10 Alabama Street Project, in an amount not-to-exceed \$147,972, to be funded with Measure I Interchange Program and City of Redlands local funds.

B. Approve contingency for Contract No. 24-1003059 in an amount not-to-exceed \$119,797.20, to be funded with Measure I Interchange Program and City of Redlands local funds for Supplemental Work and Project Contingency, to be released in accordance with SBCTA Contracting and Procurement Policy No. 11000.

Presenter: Pavitra Pandey

This item has not received prior policy committee or technical advisory committee review. This item is being presented directly to the Board pursuant to Contracting and Procurement Policy No. 11000, Section V.B.2.d, as this is a construction contract award to the lowest responsive responsible bidder. SBCTA General Counsel, Procurement Manager, and Enterprise Risk Manager have reviewed this item and the draft contract.

33. North 1st Avenue Bridge over BNSF Amendment No. 1 to Sole Source Contract No. 23-1002936 with RailPros Field Services, Inc. for Railroad Flagging Services Pg. 631

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

Approve Amendment No. 1 to **Sole Source** Contract No. 23-1002936 with RailPros Field Services, Inc. for Railroad Flagging Services, to increase the contract amount by \$1,000,000, increasing the total contract amount from \$1,442,690 to \$2,442,690, to be funded with Federal Highway Bridge Program and Measure I North Desert Major Local Highway Program funds, and extending the contract duration by two months, with a revised expiration date of November 30, 2024.

Presenter: David Tan

This item was reviewed and unanimously recommended for approval by the Mountain/Desert Policy Committee on March 15, 2024. SBCTA General Counsel, Procurement Manager, and Enterprise Risk Manager have reviewed this item and the draft amendment.

34. Exempt Surplus Property Declaration Pg. 639

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

A. Declare that portions of parcels 1008-301-27, 1008-301-35, and 1167-141-05, as shown in Table 1 are Exempt Surplus Land in accordance with the Surplus Land Act.

Table 1

Assessor's Parcel Number	Previous Owner	Total Purchase Area (square feet)	Surplus Area (square feet)
1008-301-27	Elva M. Castellon	9,597	8,226
1008-301-35	Daniel J. Lawson and Isela R. Lawson	11,127	8,629
1167-141-05	Hyrosen Properties	45,302	7,152

Agenda Item 34 (cont.)

B. Authorize disposition of the Exempt Surplus Land in accordance with SBCTA’s Surplus Real Property Policy No. 10400, and applicable laws and regulations.

Presenter: Tracy Escobedo

This item has not received prior policy committee or technical advisory committee review. This item is being presented directly to the Board of Directors at its April 3, 2024 meeting to ensure the most expeditious disposal of vacant properties located in the City of Montclair and the City of Grand Terrace. SBCTA General Counsel has reviewed this item.

Discussion - Council of Governments

35. Participation in Residential Energy Efficiency Programs

Pg. 641

That the Board, acting as the San Bernardino Council of Governments (SBCOG):

Provide direction to staff on SBCOG’s participation in the California Energy Commission’s (CEC’s) Equitable Building Decarbonization (EBD) Program, and other energy-related residential grant programs pertinent to San Bernardino County.

Presenter: Steve Smith

This item has not received prior policy committee or technical advisory committee review. This item is going directly to Board because of the need to convey to our agency partners the SBCTA/SBCOG position on our involvement with residential energy programs for the upcoming CEC Residential Decarbonization Grant Program. An initial discussion was held earlier in March with I-REN Executive Committee representatives and SCAG Delegates.

Comments from Board Members

Brief Comments from Board Members

Executive Director's Comments

Brief Comments from the Executive Director

ADJOURNMENT

Additional Information

Attendance

Pg. 656

Acronym List

Pg. 658

Agency Reports

Mobile Source Air Pollution Reduction Review Committee Agency Report - No report this month

Committee Membership

Representatives on SCAG Committees

Pg. 661

Appointments to External Agencies

Pg. 662

Committee Membership

Pg. 664

Mission Statement

Mission Statement

Pg. 670

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 & Language Assistance - The meeting facility is accessible to persons with disabilities. If assistive listening devices, other auxiliary aids or language assistance 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.

Accesibilidad y asistencia en otros idiomas - Las instalaciones para las reuniones son accesibles para las personas con discapacidades. Si se necesitan dispositivos de escucha asistida, otras ayudas auxiliares o servicios de asistencia en otros idiomas para participar en la reunión pública, las solicitudes deben ser presentados a la Secretaria de la Junta al no menos de tres (3) días de apertura antes de la reunión de la Junta. La Secretaria esta disponible por teléfono al (909) 884-8276 o por correo electrónico a clerkoftheboard@gosbcta.com y la oficina se encuentra en 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 35 copies to the Clerk of the Board for distribution. If providing written information for distribution to the

Board, such information must be emailed to the Clerk of the Board, at clerkoftheboard@gosbcta.com, no later than 5:00 pm the day before the meeting in order to allow sufficient time to distribute the information. 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.

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...

April 2024

SBCTA Meetings – Cancelled: None

SBCTA Meetings – Scheduled:

General Policy Committee	Apr 10	9:00 am	SBCTA Lobby, 1st Floor
Legislative Policy Committee	Apr 10	9:30 am	SBCTA Lobby, 1st Floor
Transit Committee	Apr 11	9:00 am	SBCTA Lobby, 1st Floor
Metro Valley Study Session	Apr 11	9:30 am	SBCTA Lobby, 1st Floor
Mountain/Desert Committee	Apr 19	9:30 am	Mojave Desert AQMD

Other Meetings/Events:

None			
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For additional information, please call SBCTA at (909) 884-8276

Communication: Calendar of Events (Announcements)

Minute Action

AGENDA ITEM: 1

Date: April 3, 2024

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
11	21-1002547-01	California Highway Patrol	None
12	22-1002720-01	City of San Bernardino	None
13	20-1002294-01	City of Yucaipa	None
14	23-1002960	SYRUSA Engineering, Inc. <i>Jose Corona</i>	Anser Advisory Management Arellano Associates David Evans and Associates, Inc. ECORP Consulting, Inc. G3 Quality, Inc. Gannett Fleming, Inc. Guida Surveying, Inc. Mammoth Associates, LLC Monument PCSIInfra, Inc. Safework, Inc. Twining, Inc. ZT Consulting Group, Inc.
16	23-1002843-01	California Department of Transportation	None
17	18-1001966	Traylor-Granite Joint Venture <i>C. John Meagher</i> <i>Bob Lofling</i>	COWI North America, Inc. CPM Logistics LLC Dan Brown & Associates Foothills Bridge Co. Granite Construction Company

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

Board of Directors Agenda Item

April 3, 2024

Page 2

Item No.	Contract No.	Principals & Agents	Subcontractors
17 <i>cont.</i>			Hernandez, Kroone & Associates PPM Group, Inc. Terracon Consulting Engineers & Scientist Traylor Bros., Inc.
21	N/A	City of Redlands City of Highland City of Fontana City of Montclair Town of Apple Valley City of Rancho Cucamonga San Bernardino County City of San Bernardino	None
22	24-1003060	Southern California Regional Rail Authority	None
23	Allocation	City of Needles	None
		Basin Transit	None
		Mountain Transit	None
		Victor Valley Transit Authority	None
		Omnitrans	None
		Southern California Regional Rail Authority	None
		California Department of Transportation	None
24	Allocation	Victor Valley Transit Authority	None
		City of Needles	None
		Omnitrans	None
		Metrolink	None
		Basin Transit	None
		Mountain Transit	None
25	24-1003033	Raimi & Associates, Inc. <i>Matthew Raimi</i>	None
26	24-1003137	California Department of Transportation	None
28	24-1003077	Town of Apple Valley	None
32	24-1003059	Mariposa Landscapes, Inc. <i>Terry Noriega</i>	None

Item No.	Contract No.	Principals & Agents	Subcontractors
33	23-1002936-01	RailPros Field Services, Inc. <i>Jeff Vines</i>	HNTB Corporation Anil Verma Associates, Inc. C-Below Earth Mechanics, Inc. Fehr & Peers ICF Jones & Stokes, Inc. Leighton Consulting, Inc. Pacific Railway Enterprises, Inc. RSE Corporation

Item No. 34– Exempt Surplus Land	
APN#	Principals & Agents
1008-301-27	Elva M. Castellon
1008-301-35	Daniel J. Lawson and Isela R. Lawson
1167-141-05	Hyrosen Properties

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: April 3, 2024

Witnessed By:

Minute Action

AGENDA ITEM: 2

Date: April 3, 2024

Subject:

February 2024 Procurement Report

Recommendation:

Receive the February 2024 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:

- One new contract was executed.
- Six contract amendments were executed.
- Four CTO's were executed.
- One CTO amendment was executed.
- No contingency amendments were executed.
- One purchase order was executed.
- No purchase order amendments were executed.
- One RFP was released.

Below is a summary of the actions taken by CityCom:

- No new contracts were executed.
- No new purchase orders were executed.

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

Board of Directors Agenda Item
April 3, 2024
Page 2

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 February 2024 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 adopted Budget for Fiscal Year 2023/2024. Presentation of the monthly procurement report demonstrates compliance with the Contracting and Procurement Policy.

Reviewed By:

This item was received by the General Policy Committee on March 13, 2024.

Responsible Staff:

Shaneka Morris, Procurement Manager

Approved
Board of Directors
Date: April 3, 2024

Witnessed By:

San Bernardino Council of Governments
San Bernardino County Transportation Authority

Attachment A - 1 February 2024 Contract/Amendment/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	24-1003121		Theodora Oringher, P.C.	Claims Support for I-10 Cedar Avenue Construction	\$ 100,000.00	\$ -	\$ -	\$ 100,000.00	N/A
Contract Amendment	18-1001823	2	Bender Rosenthal, Inc.	To exercise the second one-year option extending the term of the contract through March 31, 2025 for On-Call Right-of-Way & Other Specialty Related Services	\$ 1,500,000.00	\$ 500,000.00	\$ -	\$ 2,000,000.00	N/A
Contract Amendment	18-1001907	2	Epic Land Solutions, Inc.	To exercise the second one-year option extending the term of the contract through March 31, 2025 for On-Call Right-of-Way & Other Specialty Related Services	\$ 1,500,000.00	\$ 500,000.00	\$ -	\$ 2,000,000.00	N/A
Contract Amendment	18-1001909	2	Overland Pacific & Cutler, LLC	To exercise the second one-year option extending the term of the contract through March 31, 2025 for On-Call Right-of-Way & Other Specialty Related Services	\$ 1,500,000.00	\$ 500,000.00	\$ -	\$ 2,000,000.00	N/A
Contract Amendment	20-1002385	4	Potomac Partners DC, LLC	To add supplemental scope of work to enhance efforts relating to public transit and increase contract amount for Federal Advocacy Services	\$ 180,000.00	\$ 150,000.00	\$ 66,000.00	\$ 396,000.00	N/A
Contract Amendment	20-1002384	2	California Advisors, LLC	To add supplemental scope of work to enhance efforts relating to public transit and increase contract amount for State Advocacy Services	\$ 154,000.00	\$ 148,000.00	\$ 44,000.00	\$ 346,000.00	N/A
Contract Amendment	21-1002543	2	San Bernardino Historical & Pioneer Society	To exercise the first option term to extend the contract for one year to February 28, 2025 and increase the not-to-exceed amount for Museum Space Lease	\$ 9,180.00	\$ -	\$ 3,060.00	\$ 12,240.00	N/A
CTO	18-1001924	CTO No. 10	Epic Land Solutions, Inc.	On-Call Environmental Site Assessments to support Non-Capital Project Right-of-Way Programs and Tasks	\$ 40,000.00	\$ -	\$ -	\$ 40,000.00	\$7,500,000.00 (available \$780,626.53)
CTO	23-1002904	CTO No. 7	Mott MacDonald Group, Inc.	On-Call Transit and Rail ZEMU Completion Support Services	\$ 500,000.00	\$ -	\$ -	\$ 500,000.00	\$20,000,000.00 (available \$19,785,000.00)

Attachment: February Procurement Report (10464 : February 2024 Procurement Report)

*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 - 1
February 2024 Contract/Amendment/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	23-1002995	CTO No. 1	Costin Public Outreach Group, Inc.	City County Conference planning, marketing, and execution of the logistics for annual gathering of City/County elected officials and personnel	\$ 150,000.00	\$ -	\$ -	\$ 150,000.00	\$5,000,000.00 (available \$5,000,000.00)
CTO	23-1002995	CTO No. 2	Costin Public Outreach Group, Inc.	Support Services for Annual Business2Business Event	\$ 330,000.00	\$ -	\$ -	\$ 330,000.00	\$5,000,000.00 (available \$5,000,000.00)
CTO Amendment	20-1002320	CTO No. 11.2	Crowe, LLP	Additional Audit of Jurisdictions on Measure I Pass-Through and Transportation Development Funds for Chino Hills & Montclair as well as services provided in association with findings	\$ 327,523.00	\$ 33,677.00	\$ 34,200.00	\$ 395,400.00	\$1,800,000.00 (available \$1,132,123.75)

Attachment: February Procurement Report (10464 : February 2024 Procurement Report)

*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 - 2
February 2024 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
None							

Attachment A - 3

February 2024 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
New PO	4002439	2/14/24	Lazer Broadcasting Corporation, DBA Lazer Media	Multimodal Mobility	\$ 7,150.00	\$ -	\$ -	\$ 7,150.00

Attachment: February Procurement Report (10464 : February 2024 Procurement Report)

Attachment B
February 2024 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
02/06/2024	RFP24-1003085	\$ 888,465.00	04/01/2024	SBCTA Audit Services

Attachment: February Procurement Report (10464 : February 2024 Procurement Report)

February 2024 CityCom's Issued Purchase Orders/Contracts

PO/Contract No.	Vendor Name	Description of Services	Total Amount
None			

Minute Action

AGENDA ITEM: 3

Date: April 3, 2024

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 December 31, 2023, were \$2,382,171,127.

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 October through December represent sales tax collections from July through September.

Measure I revenue for the 2023/2024 Fiscal Year Budget was estimated to be \$257,000,000. Actual Measure I receipts for Fiscal Year 2023/2024 October through December are \$62,247,797, in comparison to \$66,271,275 received during the quarter ending December 2022/2023, with a decrease of 6.07% due to decrease in spending in the County.

Financial Impact:
This item has no financial impact on the adopted Budget for Fiscal Year 2023/2024.

Reviewed By:
This item was received by the General Policy Committee on March 13, 2024.

Responsible Staff:
Hilda Flores, Chief Financial Officer

Approved
Board of Directors
Date: April 3, 2024
Witnessed By:

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	257,887,284	\$2,255,555,056
Fiscal Year 2023/24	64,368,274	62,247,797	0	0	126,616,071	\$2,382,171,127
% Increase Over 22/23	-0.26%	-6.07%				

Attachment: MSI Receipts (10475 : Measure I Revenue - 2nd Qtr 2023/2024)

Minute Action

AGENDA ITEM: 4

Date: April 3, 2024

Subject:

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

Recommendation:

Receive and file Change Order Report.

Background:

The San Bernardino County Transportation Authority has three ongoing construction contracts and one vehicle procurement contract related to Transit and Rail Programs.

A. Contract No. 23-1002891 with Griffith Company for the West Valley Connector Project Mainline Construction has had no CCOs executed since the last report.

B. Contract No. 23-1002961 with Proterra Builders, Inc. for the Arrow Maintenance Facility (AMF) Hydrogen Fuel Upgrade: Equipment Procurement has had no CCOs executed since the last report.

C. Contract No. 23-1002922 with Metro Builders & Engineers Group, Ltd. for the AMF Hydrogen Fuel Upgrade: AMF Retrofit 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 no CCOs executed since the last report.

Financial Impact:

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

Reviewed By:

This item was received by the Transit Committee on March 14, 2024.

Responsible Staff:

Victor Lopez, Director of Transit & Rail Programs

Approved
Board of Directors
Date: April 3, 2024

Witnessed By:

Entity: San Bernardino County Transportation Authority

Transit and Rail Programs Contracts Executed Change Orders		
Number	Description	Amount
West Valley Connector Mainline Construction Griffith Company (23-1002891)		
	CCO Total	\$0.00
	Approved Contingency	\$11,995,991.00
	Remaining Contingency	\$11,995,991.00
ZEMU - Arrow Maintenance Facility (AMF) Proterra Builders, Inc. (23-1002961)		
Number	Description	Amount
	CCO Total	\$0.00
	Approved Contingency	\$56,280.21
	Remaining Contingency	\$56,280.21
ZEMU - Arrow Maintenance Facility (AMF) Metro Builders & Engineers Group, Ltd. (23-1002922)		
	Description	Amount
	CCO Total	\$0.00
	Approved Contingency	\$962,657.10
	Remaining Contingency	\$962,657.10
ZEMU- Vehicle Procurement Stadler (20-1002310)		
Number	Description	Amount
	CCO Total	\$48,942.00
	Approved Contingency	\$500,000.00
	Remaining Contingency	\$451,058.00

Attachment: Contract Change Order 10169 February 2024 (10452 : Transit and Rail Programs Contract Change Orders to On-Going Contracts)

Minute Action

AGENDA ITEM: 5

Date: April 3, 2024

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 12 on-going construction contracts, of which four have had Construction Change Orders (CCO) approved since the last reporting to the Board of Directors Metro Valley Study Session on February 15, 2024. The CCOs are listed below:

A. Contract No. 19-1002181 with Granite Construction Company, for the Archibald Avenue Improvement Project at State Route (SR) 60: There are no newly executed CCOs since last report.

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

- 1) CCO 4.1: Return allocated funds for Partnering. (-\$42,287.27)
- 2) CCO 92: Individual slab replacement due to differing site condition. (\$464,984.52)
- 3) CCO 99.1: California Department of Transportation Safety Committee sign changes. (\$45,000)

C. Contract No. 19-1002196 with Security Paving Company, Inc., for the SR 60 Central Avenue Interchange Project: There are no newly executed CCOs since last report.

D. Contract No. 19-1002026 with Diversified Landscape Company, for the Interstate 215 (I-215) Segments 1, 2 and 3 Establish Existing Planting Project: There are no newly executed CCOs since last report.

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

- 1) CCO 126.1: Benson Avenue bridge undercrossing polyester overlay. (\$61,739.50)
- 2) CCO 128: Drainage improvements due to unforeseen property deficiencies. (\$18,435)

F. Contract 23-1002869 with SEMA Construction, Inc., for I-10 Eastbound Truck Climbing Lane: There are no newly executed CCOs since last report.

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

Entity: San Bernardino County Transportation Authority

Board of Directors Agenda Item

April 3, 2024

Page 2

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

- 1) CCO 3.4: Temporary railroad crossing. (\$130,000)
- 2) CCO 29: BNSF airline relocation. (\$50,000)

I. Contract No. 20-1002290 with SEMA Construction, Inc., for the I-10 University Street Interchange Improvements Project: There are no newly executed CCOs since last report.

J. Contract No. 21-1002620 with Ortiz Enterprises, Inc., for the I-10 Alabama Street Interchange Improvements Project: There are no newly executed CCOs since last report.

K. Contract No. 22-1002784 with Security Paving Company, Inc., for the I-10 Cedar Avenue Improvement Project: There are no newly executed CCOs since last report.

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

- 1) CCO 8.1: Re-sequence secant pile and abutment pile operation to avoid work stoppage during soil testing and evaluation due to impacted soil. (\$115,500)
- 2) CCO 16: Frame 3 deck pour acceleration due to delays caused by BNSF rails. (\$70,000)

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 SR 210 Lane Addition, Sub-Task No. 0823 I-10 Corridor Contract 1, Sub-Task No. 0827 Mt. Vernon Avenue Viaduct, and Sub-Task No. 0813 North 1st Avenue Bridge over BNSF.

Reviewed By:

This item was received by the Board of Directors Metro Valley Study Session on March 14, 2024.

Responsible Staff:

Kristi Harris, Director of Project Delivery

Approved
Board of Directors
Date: April 3, 2024

Witnessed By:

Project Delivery Contracts Executed Change Orders		
Number	Description	Amount
Archibald Avenue Improvement 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
4.1	Return allocated funds for Partnering.	(\$42,287.27)
92	Individual slab replacement due to differing site condition.	\$464,984.52
99.1	Caltrans Safety Committee sign changes.	\$45,000.00
	CCO Total	\$27,669,070.35
	Approved Contingency	\$34,927,790.07
	Remaining Contingency	\$7,258,719.72
SR 60 Central Avenue Interchange (19-1002196)		
Number	Description	Amount
	CCO Total	\$1,407,424.91
	Approved Contingency	\$2,912,039.00
	Remaining Contingency	\$1,504,614.09
I-215 Segments 1, 2 & 3 Establish Existing Planting (19-1002026)		
Number	Description	Amount
	CCO Total	\$20,000.00
	Approved Contingency	\$1,451,300.00
	Remaining Contingency	\$1,431,300.00
I-10 Corridor Contract 1 (17-1001599)		
Number	Description	Amount
126.1	Benson Avenue bridge undercrossing polyester overlay.	\$61,739.50
128	Drainage improvements due to unforeseen property deficiencies.	\$18,435.00
	CCO Total	\$24,891,190.58
	Approved Contingency	\$51,369,000.00
	Remaining Contingency	\$26,477,809.42
I-10 Eastbound Truck Climbing Lane (23-1002869)		
Number	Description	Amount
	CCO Total	\$0.00
	Approved Contingency	\$3,731,253.00
	Remaining Contingency	\$3,731,253.00

Project Delivery Contracts Executed Change Orders		
Number	Description	Amount
Monte Vista Avenue Grade Separation (16-1001461)		
Number	Description	Amount
	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
3.4	Temporary railroad crossing.	\$130,000.00
29	BNSF airline relocation.	\$50,000.00
	CCO Total	\$5,191,396.71
	Approved Contingency	\$17,230,000.00
	Remaining Contingency	\$12,038,603.29
I-10 University Street Interchange Improvements (20-1002290)		
Number	Description	Amount
	CCO Total	\$1,287,988.96
	Approved Contingency	\$1,500,590.00
	Remaining Contingency	\$212,601.04
I-10 Alabama Street Interchange Improvements (21-1002620)		
Number	Description	Amount
	CCO Total	\$963,501.62
	Approved Contingency	\$1,338,886.33
	Remaining Contingency	\$375,384.71
I-10 Cedar Avenue Improvement (22-1002784)		
Number	Description	Amount
	CCO Total	\$1,190,919.03
	Approved Contingency	\$8,098,400.00
	Remaining Contingency	\$6,907,480.97
North 1st Avenue Bridge Over BNSF (22-1002780)		
Number	Description	Amount
8.1	Re-sequence secant pile and abutment pile operation to avoid work stoppage during soil testing and evaluation due to impacted soil.	\$115,500.00
16	Frame 3 deck pour acceleration due to delays caused by BNSF rails.	\$70,000.00
	CCO Total	\$893,788.36
	Approved Contingency	\$3,561,922.00
	Remaining Contingency	\$2,668,133.64

Minute Action

AGENDA ITEM: 6

Date: April 3, 2024

Subject:

Measure I Revenue Estimate for Fiscal Year 2024/2025 Allocation Planning

Recommendation:

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

Approve a Measure I 2010-2040 revenue estimate of \$251.9 million for Fiscal Year 2024/2025 and the revenue distribution by subarea, as shown in Table 2 on the following page, for purposes of allocation planning for Fiscal Year 2024/2025.

Background:

San Bernardino County Transportation Authority (SBCTA) staff is beginning the allocation planning process for Fiscal Year (FY) 2024/2025. The purpose of this process is to provide information to be used by both SBCTA and its member agencies in preparation of their capital budgets.

SBCTA staff must first develop an estimate of Measure I revenue by subarea and program for FY 2024/2025. This agenda item requests approval of a Measure I revenue estimate for budgeting and allocation purposes for the next FY. Staff is estimating a 2.0% decrease in Measure I sales tax revenue from the current year budget of \$257 million, for an estimate of \$251.9 million for the FY 2024/2025 budget. The decrease of sales tax for FY 2024/2025 is a conservative estimate as in prior years. FY 2023/2024 sales tax revenues are marginally lower than expected. The FY 2023/2024 receipts through December 2023 were a 3.2% decrease over the actual receipts during the same period for FY 2022/2023.

Distribution of Measure I revenues to subareas for FY 2024/2025 is net of the administration fee of 1%. The net amount is allocated to subareas based on the percentage of sales tax revenue generated by each area. Then, the amount of each subarea is further allocated based on allocations described in the transportation expenditure plan as shown in Table 1 below.

Table 1	
<u>Valley Subarea</u>	
Freeway projects	29%
Freeway interchange projects	11%
Major street projects	17%
Local street projects	20%
Metrolink/rail service	8%
Senior and disabled transit service	8%
Express bus/bus rapid transit service	5%
Traffic management systems	2%
<u>Mountain/Desert Subareas excluding Victor Valley</u>	
Local street projects	68%
Major local highway projects	25%
Senior and disabled transit service	5%
Traffic management systems	2%

Entity: San Bernardino County Transportation Authority

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

The distribution of the estimated FY 2024/2025 Measure I revenue of \$249.4 million (\$251.9 million less 1% for administration) is provided in Table 2 below.

Table 2		
Estimate of Measure I Revenue by Subarea		
For Fiscal Year 2024/2025		
	Estimated	
	Revenues	Percentage of
	(In Thousands)	Total Subarea
Subarea		
Cajon Pass *	\$7,139,400	2.9%
Valley	205,829,300	82.5%
Victor Valley	25,010,900	10.0%
Colorado River	453,500	0.2%
Morongo Basin	3,062,200	1.2%
Mountain	2,687,300	1.1%
North Desert	5,198,400	2.1%
Total Subarea	\$249,381,000	100%

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

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

Financial Impact:

This item has no financial impact on the adopted Budget for Fiscal Year 2023/2024. It will be utilized in the Measure I revenue estimate for the Fiscal Year 2024/2025 Budget.

Reviewed By:

This item was reviewed and unanimously recommended for approval by the General Policy Committee on March 13, 2024.

Responsible Staff:

Lisa Lazzar, Chief of Fiscal Resources

Approved
 Board of Directors
 Date: April 3, 2024

Witnessed By:

Minute Action

AGENDA ITEM: 7

Date: April 3, 2024

Subject:

Measure I Compliance Audits for Fiscal Year 2022/2023

Recommendation:

Review and make a finding that the Measure I expenditures for Fiscal Year 2022/2023 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) conducts an annual comprehensive financial audit of SBCTA and provides audits of all local jurisdictions receiving Measure I 2010-2040 Local Streets Program 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 2010-2040 Local Streets Program Special Revenue fund.

SBCTA utilized on-call audit agreements with Conrad, LLP and Crowe, LLP to conduct Compliance Audits of the Measure I 2010-2040 Local Streets Program Funds for FY 2022/2023. These auditors verified compliance with California Public Utilities Code 190300 and Ordinance No. 04-01 of the SBCTA Local Streets 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 2010-2040 Local Streets Program Audit reports for FY 2022/2023 and the SBCTA Annual Comprehensive Financial Report (ACFR) are being provided as a separate attachment. The recommendation for this item is to make a finding that Measure I expenditures for FY 2022/2023 are consistent with the provisions of the Measure I Expenditure Plan and Ordinance No. 04-01.

The Town of Apple Valley and the City of Adelanto have requested extensions through May 31, 2024. The audit for the City of Adelanto for FY 2020/2021, FY 2021/2022, and FY 2022/2023 are not complete, thus they are currently subject to withholding.

The audits for FY 2022/2023 resulted in the following findings:

City of Chino (City)

- Valley Local Street (VLS) Program Measure I 2010-2040 Strategic Plan,

Entity: San Bernardino County Transportation Authority

Policy No. 40003, Section VLS-11: The Five-Year CIP shall be the basis for the annual audit. Jurisdictions will have flexibility in adding and/or deleting projects in their current Five-Year CIP based on the necessities of the jurisdiction, and subject to eligibility requirements. However, in order for a project to be eligible for expenditure of Local Streets Program Funds, it must be listed in the current Five-Year CIP. If a revised CIP is necessary to reflect added projects, it must be adopted by resolution of the governing body and provided to SBCTA by September 1st of each FY for use in the annual audit. If the CIP is not modified to reflect the changes to the project list, an audit finding will result. If the audit finding is not corrected, the project will not be eligible for expenditures of Measure I 2010-2040 Local Streets Program Funds. The City had substantial turnover during the year, and consequently staff were not knowledgeable of the requirements. Two projects that incurred Measure I expenditures in FY 2022/2023 were not listed in the Five-Year CIP for FY 2022/2023 through FY 2026/2027 and were deemed ineligible.

Corrective Action: The City recognizes the importance of updating the FY 2022/2023 through FY 2026/2027 Measure I Five-Year CIP list and amending Resolution No. 2022-069 to include projects Edison Avenue Traffic Signal Modification and Interconnect and Kimball/El Prado/Central Traffic Improvements. It is noteworthy that both projects align with the criteria for Measure I funding, \$77,676 of which does not exceed City's allocation. The City understands the significance of including new projects in the yearly City Council resolution submitted to SBCTA before the September 1st deadline. Admittedly, significant staff turnover in the past three years has posed challenges. However, newly onboarded team members are now well-versed in navigating Measure I procedures and reporting timelines. To address these issues proactively, City staff has implemented internal measures, such as setting annual reminders and ensuring the adoption of Measure I gets scheduled for the City Council meeting in July. In addition, City staff will ensure the Council approved list is submitted to SBCTA in a timely manner.

City of Colton (City) Management Letter Comments:

- The City utilized the same fund to record Measure I 2010-2040 Local Streets Program and Valley Measure I Arterial Sub-program projects. As the Arterial Sub-program projects are not part of the Measure I audit, the City should track and segregate expenditures incurred and reimbursements on Arterial projects from the Measure I 2010-2040 Local Streets Program.

Corrective Action: City agrees with the finding.

City of Grand Terrace (City)

- Management is responsible for ensuring financial activity is recorded accurately and on a timely basis. Bank reconciliations should be performed monthly, reviewed and approved in a timely manner. During procedures over cash and investments, it was noted the City's bank reconciliation for June 2023 was not prepared until September 2023. The City indicated that the bank reconciliation was not completed on a timely basis since the City has three staff in their finance division with conflicting priorities. It is recommended that the City review the timing of its reconciliation procedures to complete it a month after month-end.

Corrective Action: Staff will review the bank statements immediately upon receiving

them and complete the bank reconciliations within a month after month-end.

City of Loma Linda (City)

- The City utilized Measure I monies to fund costs for certain projects and recorded all expenditures incurred on these projects in its Measure I 2010-2040 Local Streets Program Fund. It was noted that one project in the amount of \$102,509 was not included in the most updated Five-Year CIP for FY 2022/2023 through FY 2026/2027 approved by SBCTA.

Pursuant to discussion with the City, it was communicated that the project was included in the approved FY 2021/2022 through FY 2025/26 Five-Year CIP but not the FY 2022/2023 through FY 2026/2027 Five-Year CIP.

The Measure I Strategic Plan states that each local jurisdiction is required to annually adopt a Five-Year CIP which details the specific projects to be funded using Measure I 2010-2040 Local Streets Program Funds. These expenditures must be detailed in the Five-Year CIP and adopted by resolution of the governing body.

The Measure I Strategic Plan further states that the Five-Year CIP shall be the basis for the annual audit. For a project to be eligible for Measure I Funds, the project must be included in the current CIP and the year of expenditure must be correct. An amended CIP should be used in instances where projects are added to the CIP during the year or expenditures are occurring in a different year than expected. The City utilized Measure I 2010-2040 Local Streets Program Funds for a project that was not included in the current CIP. It is recommended the City enhance its procedures to ensure that projects that have activity are included in the current CIP. This can be achieved through submitting a revised CIP to SBCTA as necessary.

Corrective Action: City agrees with finding. The project in question was included in prior approved Five-Year CIPs under Categorical Projects in FY 2022/2023, specifically in the plans for FY 2019/2020 through FY 2023/2024, FY 2020/2021 through FY 2024/2025, and FY 2021/2022 through FY 2025/2026. Although the City intended to include the project, it was inadvertently left out of the current five-year plan forms provided by SBCTA for FY 2022/2023 through FY 2026/2027, which is the plan subject to this audit. The City is reviewing active and planned projects to ensure that the projects are included in the current approved Five-Year CIP. A revised Five-Year CIP plan will be submitted as necessary.

City of Loma Linda (City) Management Letter Comments:

- While performing audit procedures over cash and investments, it was noted that the City's bank reconciliation for June 2023 was not prepared until September 2023. Management is responsible for ensuring financial activity is recorded accurately and on a timely basis. Bank reconciliations should be performed monthly, and reviewed and approved in a timely manner. The City stated that the June 2023 bank reconciliation was not completed timely due to final journal entries that affect cash balance would not be finalized until the end of August 2023. It is recommended that the City review the timing of its reconciliation procedures to complete it within a month after month-end.

Corrective Action City agrees with the finding. The City's bank reconciliation process schedule begins right after the end of the previous month. For the June 2023 year-end,

Board of Directors Agenda Item

April 3, 2024

Page 4

due to certain allocation journal entries and year-end accruals that affect cash balances by fund, the bank reconciliation process was not finalized until all year-end closing adjustments were posted which occurred towards the end of August 2023. For the upcoming FY 2023/2024 year-end and going forward, the City will ensure timely reconciliation of June bank balances.

- While performing audit procedures over cash and investments, it was noted the existence of outstanding checks, listed in the citywide Accounts Payable Check Reconciliation Register that had an open status for over three years. The 12 outstanding checks noted totaled \$649, out of \$2,107,919 of outstanding checks. As the total amount was low and was not material to the Measure I audit, it was passed on. It is recommended that the City revise its practices with respect to stale checks to ensure they adjust financial records and deliver to the State Controller's Office, as needed.

Corrective Action: City agrees with the finding. As of February 2024, the City has reported stale checks that had an open status for over three years to the State Controller's Office.

City of Montclair (City)

- Investments are required to be reported at fair value in accordance with U.S. Generally Accepted Accounting Principles. The Local Agency Investment Fund (LAIF) investment balance, which is tracked based on amortized cost, was not reported at fair value. The City did not record or allocate an adjustment to the Measure I 2010-2040 Local Streets Program Fund at fiscal year-end. The Measure I 2010-2040 Local Streets Program Fund cash and investments balance was overstated by \$44,288 prior to audit adjustment. It is recommended that the City incorporate procedures to record fair market value adjustments for the LAIF investment balances held in the Measure I 2010-2040 Local Streets Program Fund.

Corrective Action: In FY 2013/2014 the allocation procedures for City held investments was consolidated in the General Fund and the interest earned on those investments was allocated to other funds at year-end. After this change the Fair Value Adjustment was only distributed in the General Fund. The independent auditors of Crowe, LLP brought this oversight to our attention. Beginning with FY 2023/2024 the City will change their procedure regarding the distribution of the Fair Value Adjustment and will distribute the change in the same manner as the interest earned.

City of San Bernardino (City)

- The Measure I Strategic Plan states that each local jurisdiction is required to annually adopt a Five-Year CIP which details the specific projects to be funded using Measure I 2010-2040 Local Street Program Funds. Expenditures of Measure I Local Pass-Through Funds must be detailed in the Five-Year CIP and adopted by resolution of the governing body. The Measure I Strategic Plan further states that the Five-Year CIP shall be the basis for the annual audit. For a project to be eligible for Measure I 2010-2040 Local Streets Program Funds, the project must be included in the current CIP. An amended CIP should be used in instances where projects are added to the CIP during the year. The City utilized Measure I 2010-2040 Local Streets Program Funds to cover costs for certain projects. While the costs were considered allowable project expenditures in accordance with the strategic plan, the six projects totaling \$3,061,205 were not included in

FY 2022/2023 of the Five-Year CIP approved by SBCTA. The City did not submit an amended CIP. It is recommended the City enhance its procedures to ensure that projects that have activity are included in the appropriate year of the current approved Five-Year CIP. This can be achieved through submitting a revised Five-Year CIP to SBCTA as necessary.

Corrective Action: Due to the change in personnel, a revised Five-Year CIP was not submitted as required. Going forward, the City will create a comprehensive checklist to ensure that all eligible projects are submitted and reflected on the Five-Year CIP and any occurring adjustments will be submitted through a revised Five-Year CIP.

- 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. While performing audit procedures over beginning fund balance, it was noted that the beginning fund balance did not reconcile to the previous year Measure I 2010-2040 Local Streets Program audit fund balance by \$72,692. The fund financial statements were restated to fairly state fund balance as of July 1, 2022. It is recommended that the City enhance its closing process to ensure that the beginning fund balance ties to the prior FY ending fund balance, and that entries to correct balances are made on a timely basis.

Corrective Action: Due to the change in personnel, the City's ACFR for FY 2021/2022 was completed in March 2023. The Measure I 2010-2040 Local Streets Program information was submitted to SBCTA auditors in December 2022 to meet SBCTA deadlines. Unfortunately, additional changes were made to the City's ACFR for FY 2021/2022 to close the year. Going forward, the City will improve procedures to ensure that year-end closing is completed in a timely manner and pertaining reports will be reviewed for accuracy.

County of San Bernardino (County)

- Expenditures should be recognized during the period incurred, and accruals posted to the general ledger when applicable. Two expense invoices related to services received during the period ended June 30, 2023, were not appropriately accrued as liabilities in the Measure I 2010-2040 Local Streets Program Fund. The amounts that should have been accrued for Measure I 1990-2010 and Measure I 2010-2040 as of June 30, 2023 were \$32,077 and \$25,161, respectively. The County received the invoices after the Auditor-Controller's accrual deadline and did not have a sufficient control in place to ensure top level adjustments were recorded to the Measure I 2010-2040 Local Streets Program Fund financial statements for material amounts. An audit adjustment of \$32,077 was posted to recognize the expenditures and associated payable in the June 30, 2023 Measure I 1990-2010 Local Streets Program Fund activity. The remaining \$25,161 expenditure related to Measure I 2010-2040 Local Streets Program Fund was immaterial and the audit adjustment was waived. It is recommended that management establish controls to review invoices received after the Auditor-Controller's cutoff date for any material activity that would necessitate a top-level adjustment related to the Measure I 2010-2040 Local Streets Program Fund.

Corrective Action: The County concurs with the auditor's findings. The County will add administrative procedures for year-end accrual processing to ensure all expenditures are

recorded in the year the expense was incurred. Communication with other divisions at year-end will be increased to ensure all invoices for goods and services are recorded in the proper year.

- Standards for the modified accrual recognition of governmental fund revenues require that revenues from a derived tax transaction should be recognized in the period when the exchange transaction on which the tax is imposed occurs or when the resources are received, whichever occurs first. One derived tax revenue payment related to exchange transactions on which the tax was imposed prior to the FY end of June 30, 2023 was not appropriately accrued in the Measure I 2010-2040 Local Streets Program Fund. The additional amount that should have been accrued for Measure I 2010-2040 as of June 30, 2023 was \$643,611. The County did not have sufficient control precision related to the revenue recognition control utilized to ensure completeness of Measure I revenue for the FY, including significant amounts received within the County's period of availability. An audit adjustment of \$643,611 was posted to recognize the Measure I sales tax revenue and an associated receivable in the June 30, 2023 Measure I 2010-2040 fund activity. It is recommended that management enhance the precision of their revenue recognition controls at the fund level to review revenue transactions for completeness for any significant activity to the fund that would necessitate adjustment related to the Measure I Funds.

Corrective Action: The County concurs with the auditor's finding. The County will update administrative procedures to review the collection of revenue related to Measure I 2010-2040 Local Streets Program revenue prior to and after year-end to ensure all 12 months of revenue are recorded.

City of Victorville (City)

- The Victor Valley Local Street (VVLS) Program Measure I 2010-2040 Strategic Plan, Policy No. 40012, Section VVLS -22a requires that all expenditures charged to the Measure I 2010-2040 Local Streets Program 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. During testing over payroll expenditures, the distribution of salaries and wages charged to the Measure I 2010-2040 Local Streets Program Fund were not appropriately supported by personnel activity reports, detailed timesheets, or equivalent documentation. This is a repeated finding from FY 2021/2022. The City did not implement any corrective actions in FY 2022/2023, as the audit was not complete until May 2023. The City did not maintain source documents used to allocate salaries and benefits to the Measure I 2010-2040 Local Streets Program Fund. The City included costs for payroll related expenditures which were supported by budgeted amounts, and not actuals. It is recommended the City enhance its procedures to ensure that salaries and benefits charged to the Measure I 2010-2040 Local Streets Program 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 2010-2040 Local Streets Program Fund in a timely fashion.

Corrective Action: The City plans to evaluate the current method of estimating the

employee's allocation percentage to Measure I and Transportation Development Act (TDA) and assess the work performed by each employee to correctly attribute the correct charge to TDA and Measure I. The City plans to accomplish this by meeting with department heads to determine a method of tracking time spent on TDA and Measure I eligible activities to prepare a true-up entry each quarter.

- Management is responsible for ensuring financial activity is recorded accurately and on a timely basis. Bank reconciliations should be performed monthly, reviewed and approved within a month after month-end. While performing audit procedures over cash and investments, it was noted the City's bank reconciliation for June 2023 was not completed until November 2023. The City did not perform a timely bank reconciliation due to the departure of the accountant who prepared the monthly bank reconciliation and other unforeseen technical issues with the City's accounting systems. It is recommended that the City review the timing of its reconciliation procedures.

Corrective Action: The City is working towards streamlining the bank reconciliation process by implementing new methods of reconciling the different funding sources and cross-training the Finance Technicians and Accountant on the accounting process. With additional help and with streamlining our reports and process, the City believes it will complete bank reconciliation within a month after month-end.

Town of Yucca Valley (Town)

- Standards for the modified accrual recognition of governmental fund revenues require that revenues from a derived tax transaction should be recognized in the period when the exchange transaction on which the tax is imposed, occurs or when the resources are received, whichever occurs first. One derived tax revenue payment related to exchange transactions on which the tax was imposed prior to the FY end of June 30, 2023, was not appropriately accrued in the Measure I 2010-2040 Local Streets Program Funds. The additional amount that should have been accrued for Measure I 2010-2040 as of June 30, 2023, was \$97,323. The Town did not have sufficient control precision related to the revenue recognition control utilized to ensure completeness of Measure I revenue for the FY, including significant amounts received within the Town's period of availability. An audit adjustment of \$97,323 was posted to recognize the Measure I sales tax revenue and an associated receivable in the June 30, 2023 Measure I 2010-2040 fund activity. It is recommended that management enhance the precision of their revenue recognition controls at the fund level to review revenue transactions for completeness for any significant activity to the fund that would necessitate adjustment related to the Measure I 2010-2040 Local Streets Program Funds.

Corrective Action: In response to the Independent Auditors Report on Internal Control over Financial Reporting's determination of a significant deficiency in the Town's Internal Control over the financial report of the Measure I Fund Financial Statements, Town management provides the following context and details to provide clarity and full understanding for the users of the Internal Control Report. Firstly, Town management maintains that the organization's internal controls have been implemented, upheld, and fully executed to the best of their ability in the current FY as they have been over the past 31 years since incorporation. While internal controls are designed and maintained to assist with mitigation of the risk of material misstatement it is always important to note that they cannot mitigate every chance of human error, as was the case with this accrual

transaction. The transaction noted in this report was received, recorded, and reviewed properly by Finance staff and within the Town's current policies and procedures. The factors that contributed to the transaction not being accrued into the period of performance for the receipt are as follows:

- 1) The receipt's remittance report received by the Town from SBCTA on August 30, 2023 was reported with the period ending June 30, 2023. This was the second of two receipts received after the year-end closing date for the June period, indicating that it may be for the July 2023 performance period.
- 2) Over the past two years, SBCTA has provided the June's performance period receipts much later than that of prior years, with the June 2022 payment received on August 31, 2022 and the June 2023 payment received on August 30, 2023. These later payments leave the municipalities with less flexibility and room for review due to the time of year-end close and conflicts with our 60-day cut-off accrual period.
- 3) Historically, the Town has received 12 monthly payments each year for the Measure I revenues; however, it would not be correct for it to be assumed by Town staff that this will always be the procedure and therefore, the additional information provided above led to the decision not to accrue this receipt. Annual revenues were within budgeted expectations and did not indicate that additional receipts were necessary.

Town staff recorded this transaction with the information available at the time of receipt. Additional review is always beneficial to ensure accuracy and Town staff strives to provide the appropriate level of attention to detail for every financial transaction that would be considered material to the financial statements. While this transaction did receive the Town staff's attention, additional information from SBCTA would be beneficial to assist in the future. It is the Town's request that SBCTA and its governing board take into consideration that the municipalities rely on the information provided by SBCTA with the remittances to properly record the transaction. Therefore, it is requested that the remittance reports provided monthly be sent earlier, particularly at the FY end and with additional information, such as the period of performance reports that are available on SBCTA's financial report webpage.

The Town of Yucca Valley appreciates the opportunity to respond to the finding of the audit report and communicate what is needed to ensure ongoing compliance and best practices for SBCTA and the Town's cooperative effort to provide the region with the best service and transparent reporting for the transportation revenues utilized by both jurisdictions. The Town of Yucca Valley continues to monitor and improve its internal processes and reporting and will continue to prioritize excellence in financial reporting for the upcoming years.

SBCTA Response:

To reduce ambiguity and ensure an adequate level of detail is provided to Measure I recipients, SBCTA has done the following:

- Modified the description on the Measure I disbursement check stub to clearly identify the first and last day of the period of performance.
- Modified the description on the Measure I monthly disbursement reports to

clearly identify the first and last day of the period of performance.

- Is now posting the State’s schedule for releasing sales tax information on the SBCTA website.

SBCTA

On a biennial basis SBCTA selects an on-call independent audit firm to perform agreed-upon procedures to ensure SBCTA annual expenditures are in compliance with the Measure I Ordinance No. 04-01 and the related expenditure plan for activities during the previous two FYs (FY 2021/2022 and FY 2022/2023). The examination includes review of contracts, vouchers and other documents of significance. The engagement was in accordance with attestation standards established by the American Institute of Certified Public Accountants. The agreed upon procedures noted no exceptions as a result of the procedures performed as shown in the attachment included with this report. A comment from the Auditor relates to an invoice that was not sufficiently detailed to determine the eligibility of costs. After further discussion with the Project Manager and Chief Financial Officer, the nature of the services provided represents an eligible cost. The Chief Financial Officer communicated to the Project Manager the importance of reviewing invoices for adequate detail. The Chief Financial Officer requested that the Project Manager inform Consultants to provide detailed information for services rendered on the invoice. The Chief Financial Officer is currently preparing a procedure that explains and requires the importance of reviewing invoices for completeness before approving for processing payment.

Financial Impact:

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

Reviewed By:

This item was reviewed by the Independent Taxpayer Oversight Committee (ITOC) on March 5, 2024. The ITOC made a finding that SBCTA is in compliance with Ordinance 04-01 and the Measure I Expenditure Plan. This item was received by the General Policy Committee on March 13, 2024.

Responsible Staff:

Lisa Lazzar, Chief of Fiscal Resources

Approved
Board of Directors
Date: April 3, 2024

Witnessed By:

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

Independent Accountant's Report on
Applying Agreed-Upon Procedures

For Expenditures of Fiscal Years
2021/2022 and 2022/2023 for the
Measure I Program

INDEPENDENT ACCOUNTANT'S
REPORT ON APPLYING AGREED-UPON
PROCEDURES

San Bernardino County Transportation Authority
1170 West 3rd Street, 2nd Floor
San Bernardino, CA 92410

We have performed the procedures enumerated below on expenditures related to San Bernardino County Transportation Authority's (SBCTA) Measure I program. SBCTA is responsible for the expenditures related to the Measure I program.

SBCTA has agreed to and acknowledged that the procedures performed are appropriate to gain an understanding of the expenditures pertaining to the Measure I program. We make no representation regarding the appropriateness of the procedures either for the purpose for which this report has been requested or for any other purpose. This report may not be suitable for any other purpose. The procedures performed may not address all the items of interest to a user of this report and may not meet the needs of all users of this report and, as such, users are responsible for determining whether the procedures performed are appropriate for their purposes. An agreed-upon procedures engagement involves performing specific procedures that the engaging party has agreed to and acknowledged to be appropriate for the intended purpose of the engagement and reporting on findings based on the procedures performed.

See table below for the details on the populations provided by SBCTA and the samples selected for the performance of procedures by Crowe:

Fiscal Year	Total Population	Total Sampled Transactions	Total Sample Value
2021/2022	\$177,494,221.42	90	\$47,980,581.3 5
2022/2023	\$236,415,213.23	90	\$64,634,646.0 2

The procedures and the associated results are detailed on the following pages.

Agreed Upon Procedures and Results

The procedures and the associated findings are as follows:

1. Haphazardly select a sample of transactions (i.e., vouchers/invoices) from SBCTA's fiscal year 2022 and fiscal year 2023 Measure I program Expenditure Detail Reports. The sample must include 75 transactions from the fiscal year 2022 report and 75 transactions from the 2023 report, for a total of 150 sampled transactions.

To account for all project types, SBCTA and Crowe agreed to make additional selections of transactions. Crowe sampled an additional 30 transactions (15 for Fiscal Year 2021/2022 and 15 for Fiscal Year 2022/2023), resulting in a total sample size of 180 transactions. (90 from Fiscal Year 2021/2022 and 90 from Fiscal Year 2022/2023).

Results – *No exceptions noted.*

2. For transactions sampled under step 1 above, observe that the voucher was for a Measure I funded program. Measure I funded programs include Freeway; Freeway Interchange; Grade Separation; Rail; Express Bus/Transit; Traffic Management Systems; and Cajon Pass. In addition, inspect the invoices, checks, project summaries, and other documents supporting the voucher and observe that the project code was established for the correct Measure I funded program.

Results – *No exceptions noted.*

3. For transactions sampled under step 1 above, identify the Measure I program associated with the voucher. Inspect invoices, checks, project summaries, and any other documents supporting the voucher and observe that the funds requested were eligible costs for the project type, as detailed in Exhibit A Transportation Expenditure Plan of Ordinance No. 04-01.

Results – *No exceptions noted aside from one expenditure that required further discussion.* For one expenditure, invoices and other documentation were not sufficiently detailed to determine the eligibility of costs. After further discussion with the project manager of the related contract and the SBCTA Chief Financial Officer, the nature of the services provided for this item represent eligible costs.

4. For transactions sampled under step 1 above, inspect invoices, checks, project summaries, and any other documents supporting the voucher. Observe that the cost type was allowable under the Measure I program in accordance with the requirements of Section V. Purposes of Ordinance No. 04-01.

Results – *No exceptions noted.*

5. For Mountain/Desert Major Local Highway subarea vouchers included within the sample under step 1 above, observe that the Request for Reimbursement Form 403 and all required supporting documents were submitted to SBCTA. Form 403 requires the submission of the following: a) A copy of the contractor/consultant invoices and associated checks; b) A summary of the invoices (included on the form); c) A summary for each project; and d) A copy of any invoice to Caltrans relating to the invoices provided.

Results – *No exceptions noted.*

6. For transactions sampled under step 1 above, re-calculate the costs on the voucher using the associated invoices and payment support to observe that amounts agreed to the amount requested for reimbursement.

Results – No exceptions noted.

7. For procurements with a total value of \$100,000 or greater that were sampled under step 1 above, inspect the invoice and supporting documentation and observe that a contract number was established for the award.

Results – No exceptions noted.

We were engaged by SBCTA to perform this agreed-upon procedures engagement and conducted our engagement in accordance with attestation standards established by the American Institute of Certified Public Accountants. We were not engaged to and did not conduct an examination or review engagement, the objective of which would be the expression of an opinion or conclusion, respectively, on the expenditures of Measure I programs. Accordingly, we do not express such an opinion or conclusion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

We are required to be independent of SBCTA and to meet our ethical responsibilities, in accordance with the relevant ethical requirements related to our agreed-upon procedures engagement.

This report is intended solely for the information and use of the SBCTA and is not intended to be, and should not be, used by anyone other than the specified party.

Crowe LLP

Crowe LLP
Los Angeles, California
February 19, 2024

Minute Action

AGENDA ITEM: 8

Date: April 3, 2024

Subject:

Transit Operators and Transportation Development Act Audits for Fiscal Year 2022/2023

Recommendation:

Review and receive the Transit Operators and Transportation Development Act Audit Reports for Fiscal Year 2022/2023.

Background:

Each year San Bernardino County Transportation Authority (SBCTA) provides audits of all local jurisdictions (agency) 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.

SBCTA utilized on-call audit agreements with Conrad, LLP and Crowe, LLP, as well as piggy-back agreements with Brown Armstrong Accountancy Corporation, BCA Watson Rice - Western Region, LLP and The Pun Group, LLP, to conduct Compliance Audits of the TDA Funds for a single-year period.

These auditors 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. These auditors also verified that the agencies met the local match requirements for each project or fare ratios for transit operators.

The audits for Fiscal Year 2022/2023 resulted in the following findings:

City of Loma Linda (City) Management Letter Comments:

- While performing audit procedures over cash and investments, it was noted that the City's bank reconciliation for June 2023 was not prepared until September 2023. Management is responsible for ensuring financial activity is recorded accurately and on a timely basis. Bank reconciliations should be performed monthly, and reviewed and approved in a timely manner. The City stated that the June 2023 bank reconciliation was not completed timely due to final journal entries that affect the cash balance that would not be finalized until the end of August 2023. It is recommended that the City review the timing of its reconciliation procedures to complete it within a month after month-end.

Entity: San Bernardino County Transportation Authority

Corrective Action: The City agrees with the finding. The City's bank reconciliation process schedule begins right after the end of the previous month. For the June 2023 year-end, due to certain allocation journal entries and year-end accruals that affect cash balances by fund, the bank reconciliation process was not finalized until all year-end closing adjustments were posted which occurred towards the end of August 2023. For the upcoming Fiscal Year 2023/2024 year-end and going forward, the City will ensure timely reconciliation of the June bank balances.

- While performing audit procedures over cash and investments, it was noted the existence of outstanding checks, listed in the citywide Accounts Payable Check Reconciliation Register that had an open status for over three years. The 12 outstanding checks noted totaled \$649, out of \$2,107,919 of outstanding checks. As the total amount was low and was not material to the Measure I audit, it was passed on. It is recommended that the City revise its practices with respect to stale checks to ensure they adjust financial records and deliver to the State Controller's Office, as needed.

Corrective Action: The City agrees with the finding. As of February 2024, the City has reported stale checks that had an open status for over three years to the State Controller's Office.

Morongo Basin Transit Authority (Basin)

- Proper financial statement reporting requires that the balance in the general ledger control account aligns precisely with the balance in its related sub-ledger or roll-forward schedule. This alignment is crucial for ensuring the accuracy and integrity of financial reports. In reviewing the balances of both the Deferred Revenue and Unearned Revenue accounts, a discrepancy was found that the total balance of these general ledger control accounts does not align with the figures in the supporting deferred revenue roll-forward analysis. This discrepancy appears to be due to the omission of the Unearned Revenue account balance from the roll-forward schedule. This discrepancy was discovered while preparing the financial statements for the fiscal year ended June 30, 2023. The supporting roll-forward schedule does not accurately represent the transaction activities within the deferred revenue account. To address this, an adjustment to the roll-forward schedule was made, ensuring that its ending balance aligned accurately with the control balance in the general ledger. This issue stemmed from a change in the presentation approach for the deferred revenue roll-forward schedule recommended by prior auditors leading to a misunderstanding among the staff regarding the accurate presentation of the roll-forward schedule that arose during this transition.

Corrective Action: Basin staff will undergo educational initiatives to enhance their understanding of unearned revenues and will ensure alignment between the roll-forward schedule and the general ledger balances.

County of San Bernardino (County)

- Standards for the modified accrual recognition of governmental fund revenues require that in order to recognize revenues for an expenditure-driven/reimbursement type grant, the expenditures must have been made and the revenue must be available. Available means collectible in the current period or soon enough thereafter to be used to pay liabilities of the current period. The County's period of availability is 270 days subsequent to the current fiscal year-end. The County reported \$263,550 in expenditures

within the TDA Article 8 Funds activity during 2023, and received the associated reimbursement from SBCTA in October 2023, which is within the County's availability period. Accordingly, \$263,550 in TDA Article 8 revenue were improperly excluded from the June 30, 2023 financial statements. The County did not have a sufficient control in place to ensure reimbursements received within the County's availability period are recorded in the appropriate period within the TDA Funds activity. An audit adjustment of \$263,550 was posted to recognize the revenue and associated receivable in the June 30, 2023 TDA Funds activity financial statements. It is recommended that management establish controls to review collections of revenue material to TDA Funds activity subsequent to year-end, but within the period of availability, for proper inclusion in the financial statements.

Corrective Action: The County concurs with the auditor's finding. Although no additional TDA Article 8 revenue is expected in the foreseeable future, the County will update administrative procedures to review collections of revenue related to TDA activities prior to and after year-end.

City of Victorville (City)

- 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 the testing over payroll expenditures, the distribution of salaries and wages charged to the TDA Fund were not appropriately supported by personnel activity reports, detailed timesheets, or equivalent documentation. This is a repeated finding from Fiscal Year 2021/2022. The City did not implement any corrective actions in Fiscal Year 2022/2023, as the audit was not complete until May 2023. The City did not maintain source documents used to allocate salaries and benefits to the TDA Fund. The City included costs for payroll related expenditures which were supported by budgeted amounts and not actuals. It is recommended that the City enhance its procedures to ensure that salaries and benefits charged to the TDA Fund are properly supported prior to charging an amount 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 TDA Fund in a timely fashion.

Corrective Action: The City plans to evaluate the current method of estimating the employee's allocation percentage to TDA and Measure I and assess the work performed by each employee to correctly attribute the correct charge to TDA and Measure I. The City plans to accomplish this by meeting with department heads to determine a method of tracking time spent on TDA and Measure I eligible activities to prepare a true-up entry each quarter.

- Management is responsible for ensuring financial activity is recorded accurately and on a timely basis. Bank reconciliations should be performed monthly, reviewed and approved within a month after month-end. While performing audit procedures over cash and investments, it was noted the City's bank reconciliation for June 2023 was not completed until November 2023. The City did not perform a timely bank reconciliation due to the departure of the accountant who prepared the monthly bank reconciliation and other unforeseen technical issues with the City's accounting systems. It is recommended that the City review the timing of its reconciliation procedures.

Corrective Action: The City is working towards streamlining the bank reconciliation process by implementing new methods of reconciling the different funding sources and cross-training the Finance Technicians and Accountant on the accounting process. With additional help and with streamlining our reports and process, the City believes it will complete bank reconciliation within a month after month-end.

The audits for the Cities of Adelanto and Town of Apple Valley are in process but are not yet complete.

Each agency may have a different number of audit reports depending on the type of funding the agency is receiving. The audits are being provided as an attachment to this item.

Financial Impact:

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

Reviewed By:

This item was received by the Transit Committee on March 14, 2024.

Responsible Staff:

Lisa Lazzar, Chief of Fiscal Resources

Approved
Board of Directors
Date: April 3, 2024

Witnessed By:

Minute Action

AGENDA ITEM: 9

Date: April 3, 2024

Subject:

Fiscal Year 2023/2024 Budget Action Plan - Third Quarter Report

Recommendation:

Receive the Fiscal Year 2023/2024 Budget Action Plan – Third Quarter Report.

Background:

The San Bernardino County Transportation Authority’s (SBCTA) Fiscal Year 2023/2024 Budget Action Plan (BAP) establish the Board of Directors priorities for the year. The Executive Director uses this as a tool with the Executive Management Team to evaluate SBCTA’s progress in achieving the Board’s priorities. The Executive Director or his designee will provide quarterly updates on the status of the goals as listed in the attached BAP.

Financial Impact:

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

Reviewed By:

This item was received by the General Policy Committee on March 13, 2024.

Responsible Staff:

Raymond Wolfe, Executive Director

Approved
Board of Directors
Date: April 3, 2024

Witnessed By:

Entity: San Bernardino County Transportation Authority

Initiative #1: Transparent and Accountable Allocation Strategies

Division Strategy: Complete timely audits of Measure I and Transportation Development Act recipients

Action Plan	Milestones	Milestone Status	Responsibility
1A Manage and communicate with Audit firm to plan and complete annual audits. Monitor progress of audits. Inform Committees and Board of status of audits. Manage Transportation Development Act (TDA) triennial performance audits of SBCTA and transit operators.	Manage and complete audits - Q2	Meetings with Audit firms initiated and will be held throughout the audit process.	Finance
	Monitor audit until complete - Q2	Monitoring audits in progress.	
	Committee and Board - Q3	Staff is compiling information for March Committees and April Board.	Fund Administration
	Award consultant contract for preparation of TDA triennial performance audits - Q1	Contract was awarded at July 2023 SBCTA Board meeting.	
	Present TDA triennial performance audits to the SBCTA Board - Q4	Audits are complete and will be presented at the May 2024 SBCTA Board meeting.	Fund Administration, Transit
Notes			

Division Strategy: Use strategic programming to ensure that no funds are lost

Action Plan	Milestones	Milestone Status	Responsibility
1B Manage projects closely with California Department of Transportation (Caltrans) to ensure adequate resources are available when projects are ready.	May 1 is Caltrans' deadline for guaranteed access to federal Obligation Authority (OA) – Q4	While OA is no longer monitored at the County-level in the SCAG region, SBCTA is scheduled to obligate its share of OA by May 1st.	Fund Administration, Project Delivery, Transit, Planning
	June 30 is California Transportation Commission (CTC) deadline for project allocation or extension requests – Q4	Staff will submit any required allocation or extension requests by April 2024 to meet the June 30th deadline.	
1B Manage projects to ensure funds are not lost.	Request allocation of competitive grant funds awards, Local Partnership Program formula share, and State Transportation Improvement Program (STIP) for I-15 Express Lanes Contract 1 - Q2	Delayed. The CTC did not allocate the funds at the December 2023 CTC meeting as anticipated. The CTC approved the allocation request at the January 2024 CTC meeting.	Fund Administration
	Request allocation or extension of competitive grant funds (if awarded) for I-10 Contract 2 - Q4	Staff is monitoring the project schedule and anticipates requesting an extension at the June 2024 CTC meeting.	
	Request allocation or extension of competitive grant funds (if awarded) for US-395 Phase 2 - Q4	Staff is monitoring the project schedule and anticipates requesting an extension at the June 2024 CTC meeting.	
1B Work with SBCTA staff, local agencies, transit operators, and Caltrans to prepare project submittals for inclusion in the 2025 Federal Transportation Improvement Program (FTIP) ensuring consistency with the Regional Transportation Plan and financial constraint requirements.	Request allocation of Planning, Programming and Monitoring funds for Fiscal Year 2024/2025 - Q4	Staff will submit an allocation request in April 2024 for the June 2024 CTC meeting.	Fund Administration
	Coordinate to collect and submit necessary information to SCAG for 2025 FTIP development - Q3	Staff has submitted the input for the 2025 FTIP to SCAG and is coordinating requests for additional information from SCAG with project sponsors.	
1B Monitor approval of 2024 State Transportation Improvement Program (STIP).	Participate in development of the 2024 STIP Guidelines to seek to align STIP programming with the 2023 Update to the 10-Year Delivery Plan and ensure San Bernardino County receives its equitable share in 2024 STIP – Q3	The SBCTA Board approved the proposed STIP projects in September 2023. The proposal was submitted to the CTC in December 2023. Staff will monitor the approval process, approval is scheduled for the March 2024 CTC meeting.	Fund Administration
Notes			
I-10 Contract 2 and US 395 Phase II were awarded grant funds.			

Attachment: FY 23_24 Budget Action Plan Q3 update (10463 : Fiscal Year 2023/2024 Budget Action Plan -

Yellow shading means the work is behind schedule
Red text signifies urgent and significant challenges in completing the task

San Bernardino County Transportation Authority
Fiscal Year 2023/2024 Budget Action Plan

Division Strategy: Protect San Bernardino County's equitable share of available state and federal funds				
Action Plan	Milestones	Milestone Status	Responsibility	
1C	Develop funding strategies that maximize resources available and result in opportunities to seize additional state and federal funds.	Nominate projects to SCAG for programming of federal formula funds in accordance with the 2023 Update to the 10-Year Delivery Plan and the 10-Year Plan for transit operators' implementation of the zero emission bus mandate - Q3	Staff is gathering project updates from project sponsors and will submit projects to SCAG for consideration prior to the March 29, 2024 deadline.	Fund Administration, Project Delivery, Transit
	Notes			
Division Strategy: Develop long-term bonding needs to help leverage other funds and deliver projects				
Action Plan	Milestones	Milestone Status	Responsibility	
1D	Establish plan for 2024 sales tax revenue bond program through development of the 2023 Update to the 10-Year Delivery Plan.	Present current status of Measure I Programs and proposed projects for inclusion in 2023 Update to the 10-Year Delivery Plan to Policy Committees - Q1	Staff recommends delay to Q3 - see notes below.	Fund Administration (Finance, Project Delivery, Transit, Planning)
		Present final 2023 Update to the 10-Year Delivery Plan to the Board for approval - Q2	Staff recommends delay to Q1 FY2025 - see notes below.	
	Monitor implementation of the 2023 Update to the 10-Year Delivery Plan and Measure I revenue receipts to identify need for short-term borrowing – Ongoing			
Notes				
Staff recommends delaying the approval of the update to the 10-Year Delivery Plan to September 2024 assuming the I-15 construction contract is awarded in June 2024. The CTC did not allocate the I-15 funds at the December CTC meeting as anticipated delaying the construction bid. Update to the 10-Year Delivery Plan relies on cash flow borrowing between the Freeway Program and the Interchange Program to be able to delay bonding until 2026 and save on interest costs. Recent increases to the I-15 cost estimate may limit the borrowing ability depending on the final actual cost. Delaying the adoption of the update will allow staff to analyze whether it is necessary to bond in 2025 rather than 2026.				
Division Strategy: Manage geographic equity in fund distribution across the County				
Action Plan	Milestones	Milestone Status	Responsibility	
1E	Manage long-term strategy for ensuring geographic equity in fund distribution over the life of the Measure.	Monitor results of SCAG project selection for federal formula funds and ensure long-term equity between subareas of San Bernardino County is maintained - Q4	Projects for SCAG consideration are due to SCAG March 29, 2024.	Fund Administration
	Notes			
Division Strategy: Manage SBCTA railroad right-of-way in an efficient and comprehensive fashion				
Action Plan	Milestones	Milestone Status	Responsibility	
1F	Manage SBCTA railroad right of way in an efficient and comprehensive fashion.	Ongoing	Ongoing.	Transit
	Notes			

Attachment: FY 23_24 Budget Action Plan Q3 update (10463 : Fiscal Year 2023/2024 Budget Action Plan -

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San Bernardino County Transportation Authority
Fiscal Year 2023/2024 Budget Action Plan

Initiative #2: Engender Public Trust				
Division Strategy: Secure an unmodified opinion of Comprehensive Annual Financial Report (Annual Report)				
	Action Plan	Milestones	Milestone Status	Responsibility
2A	Plan meeting at interim field work with Executive Board officers and Certified Public Accountant (CPA) firm.	Meet with Executive Board - Q2 Q4	Finance schedules planning meeting with the Executive Board by June of each year.	Finance
	Notes			
Division Strategy: Obtain Certificate of Achievement for Excellence in Financial Reporting				
	Action Plan	Milestones	Milestone Status	Responsibility
2B	Apply for Government Finance Officers Association (GFOA) award for the Annual Financial Report (Annual Report).	GFOA Award submittal - Q3	Application submitted in December 2023.	Finance
	Notes			
Division Strategy: Complete Measure I Biennial Agreed Upon Procedures				
	Action Plan	Milestones	Milestone Status	Responsibility
2C	Complete agreed upon procedures (AUP) for Measure I programs.	AUP to be completed - Q3	Completed February 2024.	Finance
	Notes			
Division Strategy: Obtain Distinguished Budget Presentation Award				
	Action Plan	Milestones	Milestone Status	Responsibility
2D	Apply for GFOA award for annual budget.	GFOA Award submittal - Q1	Application submitted in July 2023.	Finance
	Notes			
Division Strategy: Complete internal control self-assessment to identify areas of improvement.				
	Action Plan	Milestones	Milestone Status	Responsibility
2E	Complete review of annual internal control self-assessment (AICA).	Review of AICA - Q3	On Schedule.	Finance
	Notes			
Division Strategy: Implement the Records Retention Schedule				
	Action Plan	Milestones	Milestone Status	Responsibility
2F	Continue with the implementation of the Records Retention Program, including establishing quarterly meetings with records coordinators, two annual clean up days, a system that will assist tracking which documents have passed retention.	Clean up day - Q1 & Q3	Q1 - Completed. Q3 clean up will be completed in Q4.	Executive Administration and Support
		Identify the retention period for all remaining boxes located at SBCTA offsite storage - Q4	On Schedule.	
		Automate at least four (4) records series in Laserfiche -one per quarter - Q4	On Schedule.	
		Finalize File Plans for SharePoint files for four (4) departments - one per quarter - Q4	On Schedule.	
		Notes		
Q1 Clean up completed - Destroyed 1,029 electronic files, 17 boxes on-site and 74 boxes located at offsite storage.				

Attachment: FY 23_24 Budget Action Plan Q3 update (10463 : Fiscal Year 2023/2024 Budget Action Plan -

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Initiative #3: Focus on Creating and Strengthening Collaborative Partnerships with Governmental and Business Entities

Division Strategy: Work with other governments and business groups to leverage resources for our region's benefit

	Action Plan	Milestones	Milestone Status	Responsibility
3A	Prepare tools to assist local agencies with changes to statewide housing policies and environmental regulations.	Continue to explore a Housing Trust for our region as a way to leverage additional funds for affordable housing. Work with CCMTAC in Q1/Q2 and report to Board on possible actions and funding.	Met with Housing Trust Ad Hoc Committee in October. Funding MOU, Administrative Plan, and implementation on hold due to State budget deficit.	COG
	Partner with local and government agencies to improve opportunities in workforce development.	Work with state, County and cities to expand participation of our Business to Business event as a tool for improving access for smaller businesses - Event scheduled in Q2.	Completed.	
	Establish Housing Trust JPA, pending Board approval and successful REAP application.	Execute JPA with member agencies - Q3	On hold due to State budget deficit.	
		Review draft Administrative Plan - Q4	Delayed.	
	Smart County Master Plan.	Complete draft of Early Action Plan - Q1	Completed.	
	Continue close coordination with Brightline West to support their construction along the San Gabriel Subdivision between I-15 and Cucamonga Station, as well as coordinated development of the Cucamonga Station.	Ongoing	Ongoing.	Transit
Notes				
SBCTA received a \$25 million RAISE grant for the Brightline West High-Speed Intercity Passenger Rail System-High Desert Stations Project. SBCTA, Brightline and FRA working to complete the grant agreement and a sub-recipient agreement between Brightline and SBCTA. Brightline was awarded \$3 billion in Federal-State Partnership for Intercity Passenger Rail Grant Program funds on 12/5/23. Establishment of the Housing Trust has been delayed due to State's draft budget proposal that could potentially cut the REAP 2.0 program in half. Staff is working with SCAG to preserve the funding level of the REAP 2.0, but at this point SCAG has sent out a Stop-Work order.				

Division Strategy: Enhance COG role, and leverage synergy of being the CTA and COG

	Action Plan	Milestones	Milestone Status	Responsibility
3B	Plan annual City/County Conference.	In person conference set for Spring 2024.	Scheduled for May 16-17, 2024.	Legislative/Public Affairs, COG
	Collaborate with member agencies through City/County Manager Technical Advisory Committee (CCMTAC).	Ongoing bimonthly meetings.	Ongoing.	
Notes				

Division Strategy: Enhance SBCOG's and the region's ability to compete for grant funding

	Action Plan	Milestones	Milestone Status	Responsibility
3C	Host grant writing workshop for our members and other local government partners.	Host Workshop - Q3	Shifted direction and are instead providing direct grant-writing assistance for ATP Cycle 7.	COG
	Communicate grant opportunities to member agencies.	Ongoing	Ongoing.	
Notes				

Attachment: FY 23_24 Budget Action Plan Q3 update (10463 : Fiscal Year 2023/2024 Budget Action Plan -

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Division Strategy: Assist local governments with environmental and efficiency initiatives				
Action Plan	Milestones	Milestone Status	Responsibility	
3D	Develop a plan to replace the EV chargers where needed at the Depot.	Q2	See notes. Release RFP - Q4	Management Services, Transit
	Work with local agencies with Zero Emission Vehicle (ZEV) readiness plan and assist in identifying grant opportunities for charging infrastructure.	Include EV charging infrastructure grants when available in monthly grant updates.	Initiative for ZEV was included in the Smart County Master Plan and reviewed by Board on November 1. Application for ZEV funding is being included in EPA Climate Pollution Reduction Grant. PCAP has been completed. Grant to be submitted 4/1.	Air Quality/Mobility
	Assist local agencies with reducing energy consumption and achieving savings through formation of the Inland Regional Energy Network (I-REN).	Implement energy programs in partnership with local jurisdictions in three focus areas: Public Sector, Workforce Education and Training, and Codes and Standards - Ongoing	Stats ongoing. SBCOG I-REN has conducted eight orientations, which resulted in 17 data meetings and two completed facility audits. In addition, five I-REN Energy Fellows were deployed, and 13 Codes & Standards training webinars have been offered.	
Notes				
In December 2023, the Board authorized the Executive Director, or designee, to release a RFP to replace chargers at depot, including administering of EV program by a 3rd party. RFP scope of work is being developed and RFP is scheduled to be released Q4.				
Initiative #4: Accelerate Delivery of Capital Projects				
Division Strategy: Deliver the Redlands Passenger Rail Project & Implement Arrow Service				
Action Plan	Milestones	Milestone Status	Responsibility	
4A	Complete project close-out	Q2	Delayed to Q4.	Transit
Notes				
Final contract acceptance for the mainline construction and maintenance facility issued in Q3 scheduled to be completed by end of Q4 as part of the FY close-out process.				
Division Strategy: Support Delivery the West Valley Connector Phase I				
Action Plan	Milestones	Milestone Status	Responsibility	
4B	Start construction	Q1	Completed.	Transit
Notes				
Contract award approved at September 2023 Board meeting.				
Division Strategy: Produce Zero Emission Multiple Unit				
Action Plan	Milestones	Milestone Status	Responsibility	
4C	Begin ZEMU testing in US	Q2	Completed.	Transit
	Start construction of hydrogen fuel station	Q2	Completed - Contract awarded.	
	Start construction of maintenance facility retrofit	Q1	Completed - Contract awarded.	
Notes				
ZEMU vehicle testing in Europe concluded on 5/26/2023 and was delivered to U.S. (Pueblo, Colorado) in August 2023. ZEMU was presented at the APTA Expo in October 2023, and testing resumed in Pueblo, Colorado. The hydrogen fueling contract and Arrow maintenance facility retrofit contract were awarded in Q2.				
Division Strategy: Deliver the Tunnel to ONT Project				
Action Plan	Milestones	Milestone Status	Responsibility	
4D	Environmental Document approval	Q4	Delayed to FY 24/25 Q2.	Transit
	Award design-build contract	Q4	Delayed.	
Notes				
Project delayed due to the introduction of additional build alternatives. Based on consultation with the Federal Transit Administration, SBCTA needs to analyze more than one build alternative in order to advance the NEPA clearance. Preliminary engineering needs to be completed for the new alternatives to define the project footprint, which delays completing the environmental clearance and construction contractor procurement.				

Attachment: FY 23_24 Budget Action Plan Q3 update (10463 : Fiscal Year 2023/2024 Budget Action Plan -

Yellow shading means the work is behind schedule
Red text signifies urgent and significant challenges in completing the task

San Bernardino County Transportation Authority
Fiscal Year 2023/2024 Budget Action Plan

Division Strategy: Delivery of Capital Projects - Plans, Specifications and Estimate (PS&E); Engineering Reports Milestones:			
Action Plan	Milestones	Milestone Status	Responsibility
4E	I-15 Corridor Freight and Express Lanes Project (Contract 1)	PS&E approval - Q1	Completed.
	SR-210 Waterman Avenue	PS&E approval - Q1	Delayed to Q3. See note.
	I-215 Bi-County Landscaping	PS&E approval - Q2	On Schedule.
	I-10 Mount Vernon Avenue	PS&E approval - Q2	Delayed to Q4. See note.
	I-10 Corridor Freight and Express Lanes Project (Contract 2) Segment 2a	PS&E approval - Q4	On Schedule.
	US-395 Widening Project - Phase 2	PS&E approval - Q4	On Schedule.
Notes			
Final PS&E package for SR 210 Waterman Avenue was submitted to Caltrans on 10/18; comments were received on January 24, 2024. Final PS&E package is being finalized for Caltrans approval. Final PS&E package for I-10 Mt. Vernon Avenue is delayed due to a project scope of work change that involved ROW and utility impacts.			

Division Strategy: Delivery of Capital Projects - Construction Milestones:			
Action Plan	Milestones	Milestone Status	Responsibility
4F	I-10 Eastbound Truck Climbing Lane	Start construction - Q1	Completed in Q2.
	I-215 University Parkway	Start construction - Q2	Delayed to FY24/25 Q1. See note.
	SR-210 Waterman Avenue	Start construction - Q2	Delayed to FY24/25 Q1.
	I-215 Bi-County Landscaping	Start construction - Q3	On Schedule.
	Metrolink ATP - Phase 2	Start construction - Q3	On Schedule.
	I-10 Mount Vernon Avenue	Start construction - Q4	Delayed to FY24/25 Q1.
	SR-210 Waterman Avenue	Complete for Beneficial Use - Q4	Delayed to FY24/25 Q1.
Notes			
I-215 University Parkway start of construction was delayed due to ROW and utility issues that delayed final design approval. Construction contract is expected to be brought before Board for approval in September 2024.			

Division Strategy: Delivery of Express Lanes Projects			
Action Plan	Milestones	Milestone Status	Responsibility
4G	I-15 Corridor Freight and Express Lanes Project (Contract 1)	Start construction - Q3	Delayed to Q4.
	I-10 Express Lanes Contract 1 Toll Collections	Revenue Service Commencement Readiness - Q2	Readiness delayed until Q4 to coincide with I-10 Contract 1 Revenue Service Commencement.
	I-10 Corridor Freight and Express Lanes Project (Contract 1)	Complete for Beneficial Use - Q4	On Schedule.
Notes			

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Initiative #5: Maximize Funding Opportunities and Cost-Effectiveness of Investments

Division Strategy: Conduct regional forums to discuss issues of importance across our region

Action Plan	Milestones	Milestone Status	Responsibility
5A Advocate for policies and funding formulas at the state and federal levels that are favorable for SBCTA to construct and deliver transportation projects.	Support for legislation regarding progressive design build delivery and oppose legislation that would adversely impact transportation funding. Build coalitions in support of state and federal transportation grant applications and budget items as well as additional transit operational funding. Maintain good working relationships and communication with state and federal officials.	This Legislative cycle SBCTA will sponsor AB 2590 (Reyes) to increase procurement thresholds. Monitoring legislative proposals that are currently in a spot bill format - Ongoing	Legislative/Public Affairs

Notes

Division Strategy: Operate and Maintain SB Express Lanes

Action Plan	Milestones	Milestone Status	Responsibility
5B I-10 Express Lanes Contract 1 Operations and Maintenance.	Ongoing starting Q3	Operations and Maintenance delayed until Q4 to coincide with I-10 Contract 1 Revenue Service Commencement.	Toll Operations

Notes

Initiative #6: Awareness of SBCTA Programs, Services, and Transit Options

Division Strategy: Build awareness of SBCTA programs and services

Action Plan	Milestones	Milestone Status	Responsibility
6A Highlight Measure 1's contributions to the region's transportation system.	Ongoing: Annual state of transportation event; monthly blog series "Measure 1 (Impact)".	B2B and State of Transportation Complete; Blog series ongoing.	Legislative/Public Affairs, Fund Administration
Market SBCTA identity, promote awareness of programs and services.	Ongoing: Employee spotlight blog series.	Ongoing. Added Arrow Outreach and ZEMU campaigns to marketing effort.	Legislative/Public Affairs

Notes

Division Strategy: Leverage and grow public outreach and communication services

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

Notes

Division Strategy: Highlight transit options in San Bernardino County

Action Plan	Milestones	Milestone Status	Responsibility
6C In partnership with transit operators, highlight transit connectivity options in the region.	Ongoing: provide legislative information and updates, advocate at the state and federal levels for transit maintenance and operations funding.	Ongoing. "Transit is Easy" campaign active in Q3.	Legislative/Public Affairs, Transit

Notes

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San Bernardino County Transportation Authority
Fiscal Year 2023/2024 Budget Action Plan

Division Strategy: SB Express Lanes Customer Support				
Action Plan	Milestones	Milestone Status	Responsibility	
6D	Open SB Express Lanes Walk-In Center.	Q2	Opening delayed until Q4 to coincide with I-10 Contract I Revenue Service Commencement.	Toll Operations
	SB Express Lanes Website Live.	Q2	Live website delayed until Q4 to coincide with I-10 Contract I Revenue Service Commencement. Site build out and ready to launch.	Toll Operations
	Notes			
Initiative #7: Long Range Strategic Planning				
Division Strategy: Analyze long range transportation strategy in a financially constrained framework				
Action Plan	Milestones	Milestone Status	Responsibility	
7A	Prepare a Long Range Multimodal Transportation Plan (LRMTP).	Draft Existing Conditions Report - Q2	Initial modeling scenarios run.	Planning, Transit, Fund Administration
		Vision Document and Scenario Analysis - Q4	On Schedule.	
	Complete San Bernardino County input on growth and projects to the Southern California Association of Governments (SCAG) Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS).	Provide input to the Draft RTP/SCS - Q2	Completed.	Planning, Fund Administration
		Provide comments and final input to the RTP/SCS - Q3	Final 2024 RTP/SCS being prepared by SCAG in response to comments. Due to be approved by SCAG in April 2024.	
Notes				
Division Strategy: Conduct strategic planning of Measure I projects and update policies to be consistent with practice				
Action Plan	Milestones	Milestone Status	Responsibility	
7B	Maintain Measure I Strategic Plan Parts 1 and 2.	Ongoing	No updates in Q3.	Planning, Fund Administration
	Notes			
Division Strategy: Provide current, quality planning data				
Action Plan	Milestones	Milestone Status	Responsibility	
7C	Support other departments with data analysis and mapping/Geographic Information System (GIS).	Multiple analysis/mapping efforts conducted for Project Delivery, Transit, and Air Quality/Mobility - Ongoing	Ongoing. Supported grant applications and analysis activities.	Planning
	Update SBTAM "Plus" modeling system.	Model Validation Report - Q1	Validation report completed.	
		VMT/Land Use Model and Scenario Samples - Q2	VMT/Land Use Model completed.	
		Final Documentation & Presentation - Q4	SBTAM+ model completed. Additional training to occur in Q4.	
Incrementally implement an SBCTA agency-wide data and analytics dashboard.	Ongoing	Ongoing.		
Notes				

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San Bernardino County Transportation Authority
Fiscal Year 2023/2024 Budget Action Plan

Division Strategy: Conduct subarea and modal studies				
Action Plan	Milestones	Milestone Status	Responsibility	
7D	State Route 247/62 Emergency Bypass Lane Study.	Initiate study - Q3	Consultant selected. Kickoff scheduled early Q4.	Planning
	Conduct SR-18/138 Corridor Study with Metro and Caltrans.	Prepare two PSR-PDS documents (Project Study Report - Project Development Support): One for near-term and one for long-term - Q2	Response to Caltrans comments on PSR-PDS for near-term project provided in Q2. Preparation of PSR-PDS for long term project deferred until more appropriate time in future.	
Notes				

Initiative #8: Environmental Stewardship, Sustainability, and Grant Applications

Division Strategy: Monitor and Provide Input to State, Federal, and Regional Plans and Guidelines				
Action Plan	Milestones	Milestone Status	Responsibility	
8A	Provide technical comments on draft reports, plans, and guidelines from Caltrans, CTC, OPR, CARB, CalSTA, and other state agencies.	Ongoing	CTC initiated workshops on SB 1 grant application guidelines in Q3. SBCTA providing input.	Planning, COG
	Prepare Grant Applications for state (e.g. SB 1, Active Transportation, etc.), federal (e.g. RAISE, INFRA/Mega, etc.) and other funding.	Senate Bill 1 (SB1) Grants Identified - Q2	Tunnel to ONT submitted for partnership opportunities with Caltrans.	Planning, Fund Administration
		Other state and federal grants - Ongoing	Applications prepared for EPA, CEC in partnership with other regional agencies.	
Notes				

Division Strategy: Assist jurisdictions, developers, and other stakeholders with area-wide sustainability studies

Action Plan	Milestones	Milestone Status	Responsibility	
8B	Begin development of Vehicle Miles Traveled (VMT) mitigation bank and/or approaches to mitigation under SB 743, subject of funding.	Apply for REAP 2.0 VMT Mitigation Bank Funding - Q1	REAP 2.0 funds awarded for VMT Mitigation Bank in Q1. Agreements being developed. Grants on hold due to state's budget deficit.	Planning
		Start MOU/RFP Process - Q2/Q3	MOU development with SCAG initiated in Q1. Selections made for Contract Task Order (CTO) consultant services.	
Work with California Department of Fish and Wildlife (CDFW) and other stakeholders to complete the Regional Conservation Investment Strategy (RCIS), subject to Board approval.	Final submittal to CDFW --Q4 Q2	Completed - Final RCIS submitted in Q2.		
Assist local agencies with housing initiatives under Regional Early Action Plan (REAP) 2.0.	Apply for REAP 2.0 Planning Funding - Q1	REAP 2.0 awards announced by SCAG in Q1 - \$17.946 million across 5 SBCTA and SBCOG programs. Funds on hold due to state budget deficit.		
	Work with SCAG on REAP 2.0 application to California Housing and Community Development - Q2	Awards made, as stated above. Funds on hold due to state budget deficit.		
Notes				
The Regional Conservation Investment Strategy Action Plan milestone was updated from Quarter 4 to Quarter 2 to be consistent with the grant deadline. VMT Mitigation Bank Funding is another program dependent on REAP 2.0 funding. The program is on hold due to the State's budget deficit.				

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San Bernardino County Transportation Authority
Fiscal Year 2023/2024 Budget Action Plan

Division Strategy: Prepare effective active transportation plans				
Action Plan	Milestones	Milestone Status	Responsibility	
8C	Develop Active Transportation Plans for the Safe Routes to School Program (with SBCSS and the County DPH).	Begin outreach to schools - Q1	Outreach ongoing.	Planning
	Manage Transit Development Act (TDA) Article 3 bike/ped project invoicing.	Award announcements - Q1	Awards announced in Q1. Management ongoing.	
Notes				
Division Strategy: Implement components of ATP Metrolink Station Accessibility Grant				
Action Plan	Milestones	Milestone Status	Responsibility	
8D	Implementation of Phase 2 of the Bicycle and Pedestrian improvements around the Metrolink Stations on the San Bernardino and Riverside Lines.	Construction Completion - Q4	Delayed - Construction contract awarded in January 2024.	Planning, Project Delivery
	Create Active Transportation Project Prioritization List based on input from local jurisdictions and assessment of funding opportunities.	Completion - Q2	Development of draft priority list completed in Q2 and circulated to Transportation TAC for comment.	Planning
Notes				
Division Strategy: Develop and administer programs to improve the efficient use of our existing freeway network				
Action Plan	Milestones	Milestone Status	Responsibility	
8E	Implement a mobile call box program for 511 program.	Award program implementation contract. Needs to occur after call handling contractor has been secured and able to implement systems/program - Q4	Delayed - See notes.	Air Quality/Mobility
	Administer Freeway Service Patrol (FSP) and call box system to improve traffic safety, reduce congestion and traffic delays.	Ongoing. Present annual report on programs to Board - Q4	On Schedule.	
	Maintain the SB County Call-Box System.	Ongoing	Ongoing.	
	Merge the regional rideshare database with OCTA, LA Metro, RCTC, and VCTC enhancing ride matching functionality and customer experience.	Q2	Completed.	Transit
Notes				
The implementation of a mobile call box program for 511 will be delayed due to change in approach currently being evaluated wherein CHP would answer mobile 511 calls. To be resolved in FY 24/25. The regional rideshare database was consolidated on September 26th between LA Metro, OCTA, RCTC, SBCTA and VCTC, enhancing commuter ride matching options for users. The five partner agencies are working together to help reduce vehicle miles traveled and traffic congestion, with a goal of improving air quality in Southern California.				
Division Strategy: Support access to jobs, healthcare, and education while reducing roadway congestion.				
Action Plan	Milestones	Milestone Status	Responsibility	
8F	Administer multi-modal programs to reduce congestion and improve quality of life including coordination with transit providers and Consolidated Transportation Service Agencies (CTSA) serving San Bernardino County.	Work with the transit providers and CTSA's, to identify key activities for inclusion in the SBCTA LRMTF, and proposed Fiscal Year 2022/2023 budget based on the approved Public Transit-Human Services Transportation Coordination Plan - Q3	Completed.	Transit, Fund Administration, Legislative/Public Affairs, Planning
	Notes			

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Initiative #9 Meet Equity Goals of SBCTA/SBCOG				
Division Strategy: Ensure Equity goals met for internal structure and policies.				
	Action Plan	Milestones	Milestone Status	Responsibility
9A	Begin Equity Policy Framework to establish equity goals and policies for ensuring structural equity within the business processes and procedures within SBCTA/SBCOG.	Begin project following procurement - Q2	Consultant selection completed in Q2.	COG
		Notes		
Division Strategy: Ensure Equity goals met for projects and programs implemented in collaboration with SBCOG/SBCTA member agencies.				
	Action Plan	Milestones	Milestone Status	Responsibility
9B	Outdoor Equity Program, pending funding agreement from state department of parks.	Begin Program - Q1	Delayed. See Notes.	COG
	Small Business Training Program	Finish study - Q1	Study completed in Q2. Will be presenting to CCMTAC in Q4.	COG
Notes				
Waiting on community-based organization to provide insurance requirements. SBCTA will issue NTP upon reception of the documents.				

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Minute Action

AGENDA ITEM: 10

Date: April 3, 2024

Subject:

Memberships to Regional, State and National Organizations

Recommendation:

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

Approve the SBCTA and SBCOG memberships to regional, state and national organizations as listed below.

Background:

San Bernardino County Transportation Authority (SBCTA) staff is providing this listing of regional, state, and national organizations and associations, their purpose, and annual membership dues for Board consideration. SBCTA or San Bernardino Council of Governments (SBCOG) is a member of the listed organizations and benefits from membership through information relevant to the industry, through advocacy efforts for legislative and/or regulatory change, and through professional associations for program innovation and exchange. Some organizations provide regular information on regulations, funding opportunities, and regulatory requirements. A number of the organizations have provided support for SBCTA projects and programs and transportation improvements. Staff is recommending continued membership in these organizations.

Association Purpose	Annual Dues
<u>American Public Transit Association (APTA)</u> This organization works to ensure that public transportation is available and accessible for all communities in the country through advocacy, innovation and information sharing. APTA provides access to research and reports, standards development in transit, legislative updates and advocacy at the federal level, training opportunities on the latest issues and best practices for transit, and peer review data and panels to ensure our local agencies are keeping up with standards in the field.	\$1,425
<u>California Association of Coordinated Transportation (CalACT)</u> CalACT is the largest state transit association in the United States, with nearly 300 members dedicated to promoting professional excellence, stimulating ideas and advocating for effective community transportation. CalACT is a clearing house for information and resources on transit and paratransit management. This organization also is an advocate for rural transit agencies.	\$1,585
<u>California Association of Councils of Governments (CALCOG)</u> 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 Southern California Association of Governments (SCAG) and San Diego Association of Governments (SANDAG). CALCOG is governed by a Board of Directors comprised of a representative from each member’s Board of Directors.	\$12,800

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

Board of Directors Agenda Item

April 3, 2024

Page 2

<p><u>California Foundation on the Environment and the Economy Transportation Infrastructure Project (CFEE-TIP)</u> The CFEE-TIP members include LA Metro, Orange County Transportation Authority (OCTA), San Francisco Municipal Transportation Agency (SFMTA), Metropolitan Transportation Commission (MTC), and Riverside County Transportation Commission (RCTC). This group is designed to facilitate a productive conversation that addresses critical transportation infrastructure issues such as congestion relief, improved safety, alternative funding and delivery mechanisms such as design build and public private partnerships, and broader environmental improvement. This group also helps to educate and build consensus on infrastructure policy in California among stakeholders including transportation agencies, lawmakers, environmental organizations, labor, and community leaders.</p>	<p>\$3,000 (*only when the Executive Director attends the annual Transportation Conference)</p>
<p><u>California Transit Association (CTA)</u> Public sector, non-profit association of over 190 of California's largest urban, suburban, and rural transit operators, commuter rail agencies, transit support groups, transit suppliers, and government agencies. CTA is committed to a collaborative approach to advocating for improved transit operations throughout California, and works with local, state and federal legislators advocating for transit. CTA conducts state level advocacy for stable transit funding, provides access to technical reports and updates on issues specific to transit needs in California, and provides access to educational opportunities on transit practices in California.</p>	<p>\$1,400</p>
<p><u>Government Finance Officers Association (GFOA)</u> GFOA is a resource for finance officers across the United States and Canada. GFOA provide members guidance on new governmental standards and issues award for the budget document and annual comprehensive financial report. GFOA provides best practice information on accounting, auditing, budgeting, capital planning, debt management, financial reporting, pension and benefit administration, and treasury and investment management.</p>	<p>\$300</p>
<p><u>Inland Action</u> Inland Action promotes diverse economic development in the Inland Empire. They advocate on a broad array of issues including transportation policy and financing at the state and federal levels. Their membership consists of a large number of private and public interests, interlacing the business and public sectors to form the basis of strong policy advocacy.</p>	<p>\$3,723</p>
<p><u>Inland Empire Economic Partnership (IEEP)</u> IEEP is a private sector voice for business and quality of life in the Inland Empire. It recruits and supports business, advocates for an educated workforce, works to ensure business friendly transportation and infrastructure policy for the economic betterment of Riverside and San Bernardino Counties.</p>	<p>\$15,000</p>

Board of Directors Agenda Item

April 3, 2024

Page 3

<p><u>The National Institute of Governmental Purchasing (NIGP)</u> NIGP is a non-profit that develops, supports, and promotes the public procurement profession through premier educational and research programs, professional support, technical services, and advocacy initiatives that benefit members and other important stakeholders.</p>	\$195
<p><u>Mobility 21</u> Organization of public, business and community stakeholders pursuing regional solutions to the transportation challenges facing Imperial, Los Angeles, Orange, Riverside, San Bernardino, San Diego and Ventura Counties. Mobility 21 provides strong regional advocacy on transportation issues at the state and federal levels. The Board of Directors includes the CEOs of the five transportation commissions, Southern California Association of Governments (SCAG), American Automobile Association (AAA), and the major regional Chambers of Commerce.</p>	\$20,000
<p><u>Self Help Counties Coalition (SHCC)</u> Organization of 25 California county transportation agencies with voter-approved transportation sales tax measures. In Southern California, revenues from these sales tax measures exceed the combined total of state and federal transportation funds. The SHCC works closely with the California Transportation Commission, Caltrans, the Legislature and Administration, and other groups to protect the interests of the transportation authorities against diversion of transportation funds, increased Board of Equalization fees, impediments to timely project delivery, and concerns over state maintenance of effort that may arise because of the availability of local funds.</p>	\$9,700
<p><u>Southern California Association of Governments (SCAG)</u> SCAG bylaws provide for SBCTA, as one of the five County Transportation Commissions within the region, to appoint a representative to the SCAG Regional Council from its governing board, dependent upon being a dues-paying member. SBCTA's participation with SCAG is essential for the development of the Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS).</p>	\$25,000
<p><u>Gold Line Phase 2 Joint Powers Authority (GLJPA)</u> In accordance with the GLJPA Agreement, the GLJPA was created to enable members to participate as fully as is necessary and appropriate in the planning, funding, design and construction of the Gold Line Phase II project (12.3 miles from Azusa to Montclair). It is the clear intent of the members that the GLJPA not possess any power to operate the Gold Line Phase II project or to maintain it after construction is completed and these responsibilities shall instead be the responsibility of LA Metro. It is also the clear intent of the members of the GLJPA to work closely with the Gold Line Construction Authority to promote efficient management of the Gold Line Phase II project to achieve cost efficiencies and to avoid overlapping activities, all the while ensuring the rapid completion of the Gold Line Phase II project.</p>	\$3,000

San Bernardino Council of Governments
San Bernardino County Transportation Authority

<p><u>Association for Commuter Transportation (ACT)</u> ACT is the leading advocate for commuter transportation and transportation demand management (TDM). Commuting by bus, train, rideshare, bike, walking, or telework improves our world by contributing to energy independence, better air quality, livability, mobility, and reduced congestion. Through advocacy, education, and networking efforts, ACT strives to improve the lives of commuters, the livability of communities, and the economic growth of businesses.</p>	<p>\$575</p>
<p><u>Inland Southern California Climate Collaborative (ISC3)</u> ISC3 is a collaborative for agencies, organizations, and companies in the Inland Southern California region (San Bernardino, Riverside, and Imperial Counties) whose mission is to bolster local and regional efforts to avoid the worst effects of climate change while building resilience to the climate change impacts that communities are already facing. The formation of ISC3 was facilitated by the Local Government Commission (LGC) and funded by a Caltrans SB-1 Transportation Adaptation Planning Grant Program through SBCTA and Western Riverside Council of Governments (WRCOG). The formation of ISC3 is consistent with Senate Bill 1072 (Leyva), and the establishment of this collaborative will assist our regions under-resourced communities to access statewide public and other grant funds for climate change mitigation and adaptation purposes.</p>	<p>\$3,000</p>

Staff recommends that SBCTA/SBCOG continue its memberships with all of these organizations.

Financial Impact:

The annual cost for membership in these organizations is \$100,703. Payment of the individual membership dues is within the Executive Director's authority and funding will be incorporated into the Fiscal Year 2024/2025 Budget.

Reviewed By:

This item was reviewed and unanimously recommended for approval by the General Policy Committee on March 13, 2024.

Responsible Staff:

Carrie Schindler, Deputy Executive Director

Approved
 Board of Directors
 Date: April 3, 2024

Witnessed By:

Minute Action

AGENDA ITEM: 11

Date: April 3, 2024

Subject:

Amendment No. 1 to Agreement with California Highway Patrol for Freeway Service Patrol and Construction Extra Time Oversight Services

Recommendation:

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

Approve Amendment No. 1 to Agreement No. 21-1002547 with the California Highway Patrol (CHP) to extend the contract term from June 30, 2024 to October 31, 2024, and to increase the agreement amount by \$215,000 for a new total contract not-to-exceed amount of \$1,878,614. The extension of Agreement No. 21-1002547 will allow for on-going Freeway Service Patrol (FSP) field supervision support provided by CHP for overtime services related to regular and construction FSP tow services.

Background:

On June 2, 2021, the San Bernardino County Transportation Authority (SBCTA) originally approved Agreement No. 21-1002547 with the California Highway Patrol (CHP) to provide oversight of the state and locally funded Freeway Service Patrol (FSP) Program and Construction Freeway Service Patrol (CFSP) support for the SBCTA led Express Lanes construction projects. The initial term of this contract is from July 1, 2021 through June 30, 2024, with a not-to-exceed amount of \$1,663,614. SBCTA staff has been informed that CHP now has a new contract procedure that requires the Department of General Services (DGS) approval, which results in additional time needed for review and processing. Due to the updated review and approval procedures for CHP related agreements, the new agreement will not be completed before the end of the current agreement term (June 30, 2024). Staff is currently working on a new agreement with CHP. However, an extension of Agreement No. 21-1002547 is necessary to allow enough time to process the new agreement in accordance with CHP's updated review and execution procedures. It is anticipated that the new CHP FSP overtime (also known as extra time) agreement will be executed by approximately October 1, 2024.

Staff recommends the approval of Amendment No. 1 to Agreement No. 21-1002547 to ensure CHP can continue to provide the field supervision oversight services for regular FSP activities as well as CFSP services for SBCTA led Express Lanes construction activity and Interstate 10 Express Lanes motorists' services.

Financial Impact:

This project is funded with both local DMV Safe Funds and Measure I Valley Fund- Fwy Interchange, and is included in the adopted Budget for Fiscal Year 2023/2024, and the proposed Budget for Fiscal Year 2024/2025. The FSP Program Services are included in Program 15, Commuter and Motorist Assistance. The CFSP services are included in Program 40 Project Delivery.

Reviewed By:

This item was reviewed and unanimously recommended for approval by the General Policy Committee on March 13, 2024. SBCTA General Counsel and Enterprise Risk Manager have reviewed this item and the draft amendment.

Entity: San Bernardino County Transportation Authority

Board of Directors Agenda Item
April 3, 2024
Page 2

Responsible Staff:
Rana Semaan, Management Analyst II

Approved
Board of Directors
Date: April 3, 2024
Witnessed By:

STANDARD AGREEMENT - AMENDMENT

STD 213A (Rev. 4/2020)

 CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED _____ PAGES

AGREEMENT NUMBER

21R061000

AMENDMENT NUMBER

1

Purchasing Authority Number

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

07/01/2021

THROUGH END DATE

10/31/2024

3. The maximum amount of this Agreement after this Amendment is:

\$1,878,614.00 (One Million Eight Hundred Seventy-Eight Thousand Six Hundred Fourteen Dollars and Zero Cents)

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

(1) The term end date of this Contract is extended from 06/30/2024 to 10/31/2024.

(2) This Amendment adds funds in the amount of \$215,000.00 (Two Hundred Fifteen Thousand Dollars and Zero Cents). The total amount of this Contract shall not exceed \$1,878,614.00 (One Million Eight Hundred Seventy-Eight Thousand Six Hundred Fourteen Dollars and Zero Cents)

*All other terms and conditions shall remain the same.**IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.***CONTRACTOR**

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

San Bernardino County Transportation Authority (SBCTA)

CONTRACTOR BUSINESS ADDRESS

1170 West 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)

APPROVED AS TO FORM: _____

Juanda Daniel, SBCTA Assistant General Counsel

Minute Action

AGENDA ITEM: 12

Date: April 3, 2024

Subject:

State Route 210 Waterman Avenue Interchange Project - Amendment No. 1 to Cooperative Agreement No. 22-1002720 with the City of San Bernardino

Recommendation:

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

Approve Amendment No. 1 to Cooperative Agreement No. 22-1002720 with the City of San Bernardino for the State Route 210 Waterman Avenue Interchange Project, increasing the total project cost by \$2,150,867, funded by Measure I Valley Interchange Program contribution of \$1,923,009 and City of San Bernardino Development Impact Fees of \$227,858, for a new not-to-exceed receivable amount of \$1,626,128.00, to be funded with City of San Bernardino local funds.

Background:

The State Route (SR) 210 Waterman Avenue Interchange Project (Project) will address congestion and improve freeway access for the area by improving the eastbound on-ramp to SR 210 from Waterman Avenue, which is SR 18 to the north. On January 5, 2022, the San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board) approved funding for this Project through the Measure I Valley Interchange Phasing Program. At the same meeting, SBCTA and the City of San Bernardino entered into Cooperative Agreement No. 22-1002720 for roles and responsibilities for the development, construction, and funding of the Project. Under the agreement, SBCTA will lead the design and administer the construction contract and the City of San Bernardino will contribute its share according to the SBCTA Nexus formula.

In late 2022, environmental studies and preliminary design commenced for the Project and in November 2023, the draft 100% Plans, Specifications, and Estimates (PS&E) package was submitted to California Department of Transportation (Caltrans) for final review. Concurrently, SBCTA also initiated its own peer review and constructability reviews. Comments on the design of the project were received in January 2024 from all reviewers. Taking into consideration the comments received and subsequent minor adjustments in the project design and trends with recent bids for other projects for cost of concrete and labor, the project design team identified the risk and propensity for construction bids to exceed the engineer's estimate. Based on discussion between SBCTA and the City of San Bernardino, the Project Development Team agreed to increase the Project amount in the agreement now, in order to preserve the Project schedule and address the risk of having to re-advertise the Project should costs come in higher than authorized in the Cooperative Agreement. For the purpose of this amendment, Project engineers used higher estimates for unit prices and added an additional 10% of estimated costs. The Interchange Phasing Program allows for a maximum project cost of \$10 million. With a 81.8% Public Share contribution in accordance with the 2020 SBCTA Nexus Study, the maximum Measure I contribution would be \$8,180,000 for all phases of the Project. Considering the initial Measure I contribution from the original Cooperative Agreement of \$4,486,730, a balance of \$3,693,270 remains available before this amendment for this Project, subject to Board approval. Staff is recommending that the Board approve Amendment No. 1 to Cooperative Agreement

Entity: San Bernardino County Transportation Authority

Board of Directors Agenda Item

April 3, 2024

Page 2

No. 22-1002720 with the City of San Bernardino and increase the total Project costs by \$2,150,867. This would increase the Measure I contribution by \$1,923,009, and receivable contract amount by \$227,858 for a new not-to-exceed receivable amount of \$1,626,128.00, to be funded with City of San Bernardino local funds.

Financial Impact:

This Project is included in the adopted Budget for Fiscal Year 2023/2024 and funded with Valley Interchange Measure I funds and City of San Bernardino local funds in Program 40, Project Delivery under Task 0830 Interchange Projects, Sub Task 0814 SR 210 Waterman Avenue.

Reviewed By:

This item was reviewed and recommended for approval (16-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on March 14, 2024. SBCTA General Counsel and Enterprise Risk Manager have reviewed this item and the draft amendment.

Responsible Staff:

Paul Melocoton, Project Manager

Approved
Board of Directors
Date: April 3, 2024

Witnessed By:

General Contract Information

Contract No: 22-1002720 Amendment No.: 1
 Contract Class: Receivable Department: Project Delivery
 Customer ID: SB CI Customer Name: City of San Bernardino
 Description: SR 210 Waterman Avenue Interchange Project
 List Any Accounts Payable Related Contract Nos.: 22-1002727, 22-1002705

Dollar Amount					
Original Contract	\$	1,398,270.00	Original Contingency	\$	-
Prior Amendments	\$	-	Prior Amendments	\$	-
Prior Contingency Released	\$	-	Prior Contingency Released (-)	\$	-
Current Amendment	\$	227,858.00	Current Amendment	\$	-
Total/Revised Contract Value	\$	1,626,128.00	Total Contingency Value	\$	-
Total Dollar Authority (Contract Value and Contingency)				\$	1,626,128.00

Contract Authorization

Board of Directors Date: 04/03/2024 Board Item # 10453

Contract Management (Internal Purposes Only)

Local Funding Agreement N/A

Accounts Receivable

Total Contract Funding: \$ 1,626,128.00 Funding Agreement No: 22-1002720
 Beginning POP Date: 01/05/2022 Ending POP Date: 12/31/2026 Final Billing Date: 04/30/2027
 Expiration Date: 12/31/2026 Fund Admin: Yes
 Parent Contract 22-1002720 PM Description SR 210 Waterman San Bernardino Funds
 Z-Related Contracts 22-1002720

Sub-							Sub-						
Fund	Prog	Task	Task	Revenue	Total Contract Funding:	Fund	Prog	Task	Task	Revenue	Total Contract Funding:		
GL	6010	40	0830	0814	42421013	1,626,128.00	GL				-		
GL						-	GL				-		
GL						-	GL				-		
GL						-	GL				-		
GL						-	GL				-		
GL						-	GL				-		
GL						-	GL				-		
GL						-	GL				-		
GL						-	GL				-		

Paul Melocoton Kristi Harris
 Project Manager (Print Name) Task Manager (Print Name)

Additional Notes: Ending POP and Final Billing dates are advisory. Agreement expires 12/31/2026 or when work complete and paid if earlier.

Attachment: CSS 22-1002720-01 (10453 : SR 210 Waterman Ave IC Project Amendment No. 1 to Coop Agreement w/City of San Bernardino)

AMENDMENT NO. 1 TO COOPERATIVE AGREEMENT NO 22-1002720
BETWEEN
SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY
AND
CITY OF SAN BERNARDINO
FOR
PROJECT APPROVAL AND ENVIRONMENTAL DOCUMENT (PA/ED),
PLANS, SPECIFICATIONS AND ESTIMATE (PS&E), RIGHT OF WAY (ROW), AND
CONSTRUCTION PHASES
FOR THE WATERMAN AVENUE AT STATE ROUTE 210 (SR-210) INTERCHANGE
IN THE CITY OF SAN BERNARDINO

I. PARTIES

- A. This Amendment No. 1 to Cooperative Agreement 22-1002720 (AGREEMENT) is made by and between the San Bernardino County Transportation Authority (SBCTA) and the City of San Bernardino (CITY). SBCTA and CITY are each a "PARTY" and collectively the "PARTIES" herein.

II. RECITALS

- A. In January 2022, Parties entered into AGREEMENT to define roles, responsibilities, and funding for improvements for the PA/ED, PS&E, ROW, and CONSTRUCTION phases for the first phase of improvements at State Route 210 (SR-210) and Waterman Avenue in the City of San Bernardino (PROJECT);
- B. PROJECT is identified as eligible for funding under the Valley Interchange Phasing Program with a \$10 Million PROJECT cost limit and 81.8% public share;
- C. PARTIES completed the draft 100% plans and specifications in February 2024; and
- D. The estimated total cost of PROJECT has increased by \$2,150,867 from estimated total of \$5,885,000 to \$8,035,867; and
- E. PARTIES desire to amend AGREEMENT to define funding responsibilities for the estimated cost increase of PROJECT.

NOW, THEREFORE, the PARTIES agree to amend the AGREEMENT as follows:

1. Replace Attachment A to the AGREEMENT shall be deleted in its entirety and replaced with Attachment A.1 attached to this Amendment No. 1 and incorporated herein by reference.
2. Except as amended by this Amendment No. 1, all other provisions of the AGREEMENT shall remain in full force and effect and are incorporated herein by this reference.

- 3. Amendment No. 1 is deemed to be included and made part of the AGREEMENT.
- 4. The Recitals set forth above are incorporated herein by this reference.
- 5. Amendment No. 1 is effective upon execution by CITY and SBCTA.
- 6. Unless otherwise defined herein, all capitalized terms used in this Amentment No. 1 shall have the same meaning as defined in the AGREEMENT.

IN WITNESS WHEREOF, Parties have duly executed Amendment No. 1 to Agreement 22-1002720 below:

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

CITY OF SAN BERNARDINO

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

By: _____
Charles A. Montoya
City Manager

Date: _____

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
Juanda L. Daniel
Assistant General Counsel

By: _____
Sonia R. Carvalho
City Attorney

Amendment No. 1 to Agreement 22-1002720

Attachment A.1**Project Scope:**

At the Waterman Avenue State Route 210 (SR 210) interchange, convert southbound and northbound through lane into a left-turn lane and widen eastbound on-ramp to two lanes.

Project Cost Estimate and Funding Shares

SBCTA's Share: Public Share: 81.8%

City's Share: Development Share or Local Share: 18.2% (City of San Bernardino)

	Estimated Costs	Public Share	Development/ Local Share
PA/ED	\$207,285	\$169,559	\$37,726
PS&E	\$501,848	\$410,512	\$91,336
ROW	\$0	\$0	\$0
Construction	\$7,126,734	\$5,829,668	\$1,297,066
SBCTA Oversight	\$200,000	\$0	\$200,000
TOTAL	\$8,035,867	\$6,409,739	\$1,626,128

Minute Action

AGENDA ITEM: 13

Date: April 3, 2024

Subject:

Interstate 10 Wildwood Canyon Road Interchange Amendment No. 1 to Cooperative Agreement with City of Yucaipa for Project Approval and Environmental Document Phase

Recommendation:

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

A. Approve an additional allocation of \$625,000 in Measure I Valley Freeway Interchange Funds for the public share of eligible costs for environmental studies and preliminary design for the first construction phase of the Interstate 10 (I-10) Wildwood Canyon Road Interchange Project.

B. Approve Amendment No. 1 to Cooperative Agreement No. 20-1002294 with the City of Yucaipa for the Project Approval and Environmental Document project development phase of the I-10 Wildwood Canyon Road Interchange Project for roles and responsibilities and increase the not-to-exceed SBCTA contribution amount by \$625,000 for a total amount of \$1,250,000 for eligible costs.

Background:

On December 7, 2016, the San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board) approved the inclusion of the Interstate 10 (I-10) Wildwood Canyon Road Interchange Project (Project) into the Measure I Interchange Phasing Program. The scope of the Project with respect to the phasing program is the design and construction of a new westbound on-ramp and off-ramp and associated local street modifications at Wildwood Canyon Road as the first phase of improvements.

In March 2018, Cooperative Agreement No. 18-1001901 with the City of Yucaipa (City) was approved for roles and responsibilities and funding for preparation of a Project Study Report (PSR) for the Project Initiation Document (PID) Phase. While the PSR was ultimately approved in October 2021 which completed the PID Phase, on June 4, 2020, SBCTA and the City entered into Cooperative Agreement No. 20-1002294 for the preparation of a project report and the environmental document as part of the Project Approval and Environmental Document (PA/ED) Phase. The PA/ED cooperative agreement was approved early so that the City could begin preliminary design and environmental studies as soon as the PSR was approved. The PA/ED Cooperative Agreement No. 20-1002294 defined the scope of the work needed to complete the project report and the environmental document. The estimated cost of the PA/ED phase for the project was initially \$1,250,000 and the scope of studies assumed at the time that the environmental type would be an Initial Study to comply with the California Environmental Quality Act (CEQA).

In the fall of 2020, California Department of Transportation (Caltrans) began to solidify the procedures and criteria for assessing projects with respect to Vehicle Miles Travelled (VMT) under an updated Senate Bill 743 (SB 743) for evaluating transportation impacts under CEQA. Due to the updated SB 743 requirements, the City was required to prepare a VMT analysis for the Project and as a result of the analysis, potential impacts related to VMTs upgraded the environmental document from an Initial Study/Mitigated Negative Declaration to a full

Entity: San Bernardino County Transportation Authority

Board of Directors Agenda Item

April 3, 2024

Page 2

Environmental Impact Report (EIR). The VMT analysis and the EIR, among other additional technical reports that were added to the project scope due to changes in requirements by Caltrans, consequently increased the cost and timeline of completion for the PA/ED phase. On October 3, 2023, the City requested an amendment to Cooperative Agreement No. 20-1002294 to reflect the increase in cost of work due to new studies being prepared and preparation of an EIR. The Interchange Phasing Program allows for a maximum project cost of \$10 million with a 50% public share contribution in accordance with the 2020 SBCTA Nexus Study. The maximum Measure I contribution would be \$5 million for all phases of the project, including the Measure I contribution from the previous PID phase of \$250,000 and the initial \$625,000 in Cooperative Agreement No. 20-1002294, a balance of \$4,125,000 remains available before this amendment for this Project, subject to Board approval. Staff is recommending approval of Amendment No. 1 to Cooperative Agreement No. 20-1002294 in the amount of \$625,000 for a total amount of \$1,250,000 of Measure I Valley Interchange funds to address project cost increases in the PA/ED phase.

Financial Impact:

This Project is included in the adopted Budget for Fiscal Year 2023/2024 and funded with Valley Interchange Measure I funds in Program 40, Project Delivery under Task 0830 Interchange Projects, Sub Task 0808 I-10 Wildwood.

Reviewed By:

This item was reviewed and recommended for approval (16-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on March 14, 2024. SBCTA General Counsel and Risk Manager have reviewed this item and the draft amendment.

Responsible Staff:

Paul Melocoton, Project Manager

Approved
Board of Directors
Date: April 3, 2024

Witnessed By:

General Contract Information

Contract No: 20-1002294 Amendment No.: 1
 Contract Class: Payable Department: Project Delivery
 Vendor No.: 02450 Vendor Name: City of Yucaipa
 Description: I-10 Wildwood Canyon Interchange Cooperative Agreement for the PA/ED Phase
 List Any Related Contract Nos.: _____

Dollar Amount					
Original Contract	\$	625,000.00	Original Contingency	\$	-
Prior Amendments	\$	-	Prior Amendments	\$	-
Prior Contingency Released	\$	-	Prior Contingency Released (-)	\$	-
Current Amendment	\$	625,000.00	Current Amendment	\$	-
Total/Revised Contract Value	\$	1,250,000.00	Total Contingency Value	\$	-
Total Dollar Authority (Contract Value and Contingency)				\$	1,250,000.00

Contract Authorization

Board of Directors Date: 04/03/2024 Board Item # 10459

Contract Management (Internal Purposes Only)

MSI Allocation Sole Source? N/A No Budget Adjustment
 Local Funding Allocation Monthly

Accounts Payable

Estimated Start Date: 05/06/2020 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	\$		\$	
GL	4120	40	0830	0808	54620	41100000	1	MSI Valley Interchange	1,250,000.00	-	
GL									-	-	
GL									-	-	
GL									-	-	
GL									-	-	
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GL									-	-	

Paul Melocoton
Project Manager (Print Name)

Kristi Harris
Task Manager (Print Name)

Additional Notes: _____

Attachment: CSS 20-1002294-01 (10459 : I-10 Wildwood Canyon Road IC Amendment No. 1 to Coop W/City of Yucaipa for PA/ED)

AMENDMENT NO. 1 TO PROJECT FUNDING AGREEMENT NO. 20-1002294**BETWEEN****SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY****AND****CITY OF YUCAIPA****FOR****PROJECT APPROVAL AND ENVIRONMENTAL DOCUMENT PHASE FOR
THE PHASED IMPROVEMENTS AT INTERSTATE 10 WILDWOOD CANYON
ROAD INTERCHANGE****I. PARTIES**

- A. This Amendment No. 1 (AMENDMENT) to Agreement 20-1002294 (AGREEMENT) is made by and between the San Bernardino County Transportation Authority (SBCTA) and the City of Yucaipa (CITY). SBCTA and CITY are each a "Party" and collectively the "Parties" herein.

II. RECITALS

- A. On December 7, 2016, the SBCTA Board of Directors adopted an update to Measure I Strategic Plan Policy 40005 - Valley Freeway Interchange (VFI) Program to incorporate the Valley Interchange Phasing Program; and
- B. PROJECT, which is the first phase of improvements at Interstate 10 (I-10) Wildwood Canyon Road Interchange, defined as the construction of a new westbound on ramp and off ramp, is identified as eligible for funding under the Valley Interchange Phasing Program with a \$10 Million PROJECT cost limit and 50% public share; and
- C. On June 4, 2020, Parties executed AGREEMENT for funding for the Project Approval and Environmental Document (PA/ED) phase of PROJECT with a Measure I contribution amount of \$625,000; and
- D. In October 2021, CITY began preliminary design and environmental studies for PROJECT under the PA/ED phase; and
- E. Additional design and environmental studies and reports were added to the scope of the PROJECT for the PA/ED phase due to project scope changes and changes in environmental regulations and Caltrans requirements; and

- F. The environmental document type needed for the project was changed to an Environmental Impact Report whereas an Initial Study was initially contemplated; and
- G. The estimated cost of environmental and design professional services increased for the PA/ED phase; and
- H. PROJECT milestone dates have changed due to the change in the environmental document type needed for PROJECT; and
- I. Parties desire to amend AGREEMENT to define funding responsibilities for the estimated cost increase for environmental and design professional services and update PROJECT milestone dates.

NOW, THEREFORE, SBCTA and CITY agree to the following:

1. Replace Section I.1 in its entirety with the following:
That SBCTA is responsible for the 50.0% public share of the PA/ED phase of PROJECT, as described more fully in Attachment A.1, not to exceed \$1,250,000 in Measure I 2010-2040 VFI Program Funds. SBCTA shall have no further responsibilities to provide any further funding for PA/ED phase of PROJECT exceeding this amount without a written amendment to this Agreement. A cost estimate for the PROJECT is provided in Attachment B.1.
2. Replace Attachment A attached to the AGREEMENT in its entirety with Attachment A.1 attached to this Amendment No. 1.
3. Replace Attachment B attached to the AGREEMENT in its entirety with Attachment B.1 attached to this Amendment No. 1.
4. Except as amended by this Amendment No. 1, all other provisions of the AGREEMENT shall remain in full force and effect and are incorporated herein by this reference.
5. Amendment No. 1 is deemed to be included and made part of the AGREEMENT.
6. The Recitals set forth above are incorporated herein by this reference.
7. Amendment No. 1 is effective upon execution by SBCTA.

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

Attachment: 20-1002294-01 (10459 : I-10 Wildwood Canyon Road IC Amendment No. 1 to Coop W/City of Yucaipa for PA/ED)

IN WITNESS WHEREOF, Parties have duly executed Amendment No. 1 to Agreement 20-1002294 below:

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

CITY OF YUCAIPA

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

By: _____
Chris Mann
City Manager

Date: _____

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM AND
PROCEDURE:

By: _____
Juanda L. Daniel
Assistant General Counsel

By: _____
Steven Graham
City Attorney

ATTEST:

By: _____
Ana V. Sauseda, CMC
Director of General Services/City Clerk

DRAFT

Attachment: 20-1002294-01 (10459 : I-10 Wildwood Canyon Road IC Amendment No. 1 to Coop W/City of Yucaipa for PA/ED)

ATTACHMENT A.1

**PROJECT APPROVAL AND ENVIRONMENTAL DOCUMENT PHASE FOR THE
1-10 WILDWOOD CANYON ROAD INTERCHANGE**

CITY OF YUCAIPA

Description of Work and Milestones

DESCRIPTION OF WORK

Conduct traffic, engineering, and environmental studies and complete a Project Report and environmental document for the Project Approval and Environmental Document Phase of the proposed phased improvements of I-10 Wildwood Canyon Road Interchange. Work may include, but is not limited to, completion of the following studies/reports: Mapping and Surveys, New Connection Report, Traffic Report, Geometric Approval Drawings (GAD), Design Fact Sheets, Drainage Report, Hydraulics Report, Structures Advanced Planning Study, Geotechnical Report, Materials Report, Air Quality Report, Natural Environment Study Report, Biological Assessment, Cultural Resources Reports, Visual Impact Analysis, Highway Safety Manual Analysis, Rapid Stability Assessment, Growth Study, VMT Assessment Report, Environmental Impact Report (EIR), and permits.

Analysis may include evaluation of multiple alternatives, modifications to the existing rest stop, analyzing and coordinating plans with adjacent interchanges, coordinating the alignment of ramps with the frontage road on the north side of I-10, coordinating the alignment of ramps with the proposed 1-10 EB Truck Climbing Lane Project between 16th Street Overcrossing and County Line Road Interchange and the ultimate circulation system on the south side, and identifying a viable phased approach to development of the ultimate interchange.

PROJECT MILESTONE

BASELINE

Begin Project Approval and Environmental Document Phase

July 1, 2020

Complete Project Approval and Environmental Document Phase

December 11, 2025

Attachment: 20-1002294-01 (10459 : I-10 Wildwood Canyon Road IC Amendment No. 1 to Coop W/City of Yucaipa for PA/ED)

ATTACHMENT B.1

PROJECT APPROVAL AND ENVIRONMENTAL DOCUMENT PHASE FOR THE 1-10 WILDWOOD CANYON ROAD INTERCHANGE

Summary of Estimated Costs

Component	Maximum Cost Attributed to First Phase of Ultimate Improvements	SBCTA Share* 50.0%	CITY Share (Development Share) 50.0%
Project Approval and Environmental Document Phase	\$2,500,000 (Note: costs for PA/ED in excess of this amount shall be borne by City, using funding sources of City's choice.)	\$1,250,000	\$1,250,000

*SBCTA's share can be from sources under control of SBCTA including, but not limited to, Measure I Valley Freeway Interchange Program (VFD, State Transportation Improvement Program (STIP), Surface Transportation Program (STP), or other funds without necessitating an amendment of this Agreement.

Only work associated to the construction of the westbound on-ramp and off-ramp, which is the first phase of the improvements at 1-10 Wildwood Canyon Road Interchange, is eligible for reimbursement from the SBCTA Valley Interchange Phasing Program.

Attachment: 20-1002294-01 (10459 : 1-10 Wildwood Canyon Road IC Amendment No. 1 to Coop W/City of Yucaipa for PA/ED)

Minute Action

AGENDA ITEM: 14

Date: April 3, 2024

Subject:

Interstate 10 Corridor Freight and Express Lanes - Contract 2 Award for Construction Management Services

Recommendation:

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

- A. Approve Contract No. 23-1002960 with SYRUSA Engineering, Inc. to provide Construction Management Services for the Interstate 10 Corridor Freight and Express Lanes Project – Contract 2, in an amount not-to-exceed \$69,991,428.42, to be funded with Measure I Freeway Program funds.
- B. Approve contingency in an amount not-to-exceed \$6,999,143.00, to be funded with Measure I Freeway Program funds, for Contract No. 23-1002960 to be released in accordance with SBCTA Contracting and Procurement Policy No. 11000.
- C. Approve an exception to Contracting and Procurement Policy No. 11000, Contract Term, Section IV.B.4, for a seven-year contract duration upon execution of the Contract.

Background:

On July 6, 2022, the San Bernardino County Transportation Authority (SBCTA) awarded the design services contract to initiate the Plans, Specifications and Estimates (PS&E) phase of the Interstate 10 (I-10) Corridor Freight and Express Lanes Project – Contract 2 (Project). The Project will include a single express lane in the median in each direction from Interstate 15, in the City of Ontario, to Pepper Avenue, in the City of Colton.

The Project is currently in the final design phase with a target for design approval in summer 2024. In anticipation of the completion of the 95% plans in spring 2024, staff is recommending that the Construction Management (CM) firm be brought on board to perform constructability reviews and provide construction feedback prior to completion of the PS&E package and subsequent advertisement for construction.

On November 15, 2023, five proposals were received from the following firms (in alphabetical order) by the date and time specified in the Request for Proposals (RFP). Staff reviewed each submittal and deemed each proposal responsive to the requirements outlined in the RFP.

1. ABA Global Inc.
2. AECOM Technical Services, Inc.
3. FALCON Engineering Services, Inc.
4. SYRUSA Engineering, Inc.
5. WSP USA, Inc.

The Evaluation Committee was comprised of three SBCTA staff members and one California Department of Transportation (Caltrans) staff member. Each committee member thoroughly reviewed each proposal and independently scored each firm based on the following evaluation criteria; Qualifications of the Firm - 30%, Proposed Staffing and Project Organization - 30%, and Work Plan - 40%. The Evaluation Committee members met on November 29, 2023,

Entity: San Bernardino County Transportation Authority

Board of Directors Agenda Item

April 3, 2024

Page 2

and ranked the firms based on total score. At the completion of discussions, four firms were invited to interview. On December 5, 2023, the following firms were interviewed:

1. AECOM Technical Services, Inc.
2. FALCON Engineering Services, Inc.
3. SYRUSA Engineering, Inc.
4. WSP USA, Inc.

After careful consideration, the Evaluation Committee ranked SYRUSA Engineering, Inc. (SYRUSA), as the best qualified firm for the Project and recommended CM Services Contract No. 23-1002960 be awarded to SYRUSA.

Staff is requesting authorization from the SBCTA Board of Directors (Board) to award Contract No. 23-1002960 for CM Services for the Project. Staff is also requesting an exemption from Contracting and Procurement Policy No. 11000, Contract Term, Section IV.B.4, which limits contract terms to five years, to allow for a seven-year contract duration to cover the construction durations for segments 2A and 2B, the Toll System Provider contract, as well as contingency for a longer turnaround time for close-out activities. This contract will be funded with Measure I Freeway Program funds.

Financial Impact:

This Project is included in the adopted Budget for Fiscal Year 2023/2024 and funded with Measure I Freeway Program funds under Task No. 0820 Freeway Projects, Sub-Task No. 0821 I-10 Corridor Project - Contract 2.

Reviewed By:

This item was reviewed and recommended for approval (15-0-1; Abstained: Cook) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on March 14, 2024. SBCTA General Counsel, Procurement Manager, and Enterprise Risk Manager have reviewed this item and the draft contract.

Responsible Staff:

Sal Chavez, Project Delivery Manager

Approved
Board of Directors
Date: April 3, 2024

Witnessed By:

General Contract Information

Contract No: 23-1002960 Amendment No.: _____
 Contract Class: Payable Department: Project Delivery
 Vendor No.: 03736 Vendor Name: SYRUSA Engineering, Inc
 Description: I-10 Corridor Contract 2 Construction Management Services

List Any Related Contract Nos.: _____

Dollar Amount					
Original Contract	\$	69,991,428.42	Original Contingency	\$	6,999,143.00
Prior Amendments	\$	-	Prior Amendments	\$	-
Prior Contingency Released	\$	-	Prior Contingency Released (-)	\$	-
Current Amendment	\$	-	Current Amendment	\$	-
Total/Revised Contract Value	\$	69,991,428.42	Total Contingency Value	\$	6,999,143.00
Total Dollar Authority (Contract Value and Contingency)				\$	76,990,571.42

Contract Authorization

Board of Directors Date: 04/03/2024 Board Item # 10456

Contract Management (Internal Purposes Only)

Other Contracts _____ Sole Source? No No Budget Adjustment _____
 Local _____ Construction Management _____ N/A _____

Accounts Payable

Estimated Start Date: 04/08/2024 Expiration Date: 04/07/2031 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	4110	40	0820	0821	53702	41100000	650	MSI Freeway	69,991,428.42	6,999,143.00	
GL									69,991,428.42	6,999,143.00	
GL									-	-	
GL									-	-	
GL									-	-	
GL									-	-	
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GL									-	-	
GL									-	-	
GL									-	-	

Khalid Bazmi Construction Manager (Print Name) Kristi Harris Task Manager (Print Name)

Additional Notes: _____

Attachment: CSS-23-1002960 (10456 : I-10 Corridor Freight & Express Lanes - Contract 2 Award for CM Services)

CONTRACT 23-1002960**BY AND BETWEEN****SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY****AND****SYRUSA ENGINEERING, INC.****FOR****CONSTRUCTION MANAGEMENT SERVICES FOR I-10 CORRIDOR FREIGHT AND EXPRESS LANES PROJECT - CONTRACT 2**

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 SYRUSA Engineering, Inc., (“CONSULTANT”), whose address is: 255 W. Central Avenue, Suite 204, Brea, CA 92821. 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 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. INTRODUCTION

- 1.1 The work to be performed under this Contract is described in Exhibit A, entitled “Scope of Work”, and the CONSULTANT’s Approved Cost Proposal dated January 24, 2024 (Exhibit B). If there is any conflict between the Approved Cost Proposal and the Contract Articles, the Contract Articles take precedence.

- 1.2 CONSULTANT agrees to indemnify and hold harmless SBCTA, its officers, agents and employees from any and all claims, demands, costs, or liability arising from or connected with the services provided hereunder due to negligent acts, errors, or omissions of the CONSULTANT. CONSULTANT will reimburse SBCTA for any expenditure, including reasonable attorney fees, incurred by SBCTA in defending against claims ultimately determined to be due to negligent acts, errors, or omissions of the CONSULTANT.
- 1.3 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.
- 1.4 Without the written consent of SBCTA, this Contract is not assignable by CONSULTANT, either in whole or in part.
- 1.5 No alteration or variations of the terms of this Contract shall be valid unless made in writing and signed by the Parties hereto; and no oral understanding or agreement not incorporated herein shall be binding on any of the Parties hereto.
- 1.6 The consideration to be paid to CONSULTANT as provided herein 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.
- 1.7 The SBCTA Project Manager for this Contract is Khalid Bazmi, 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 SBCTA 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. PROJECT DESCRIPTION/SCOPE OF WORK

CONSULTANT agrees to perform the work and services set forth in Exhibit A "Scope of Work", ("Work"), in accordance with all applicable professional architectural, engineering, construction management, land surveying and/or materials testing standards which are generally accepted in the State of California, in accordance with the terms and conditions expressed herein and, in the sequence, time, and manner defined herein. The word "Work", as used herein, includes without limitation the performance, fulfillment and discharge by CONSULTANT of all obligations, duties, tasks, and Work imposed upon or assumed by CONSULTANT hereunder; and the Work performed hereunder shall be completed to the satisfaction of SBCTA, with their satisfaction being based on prevailing applicable professional standards.

ARTICLE 3. CONSULTANT'S REPORTS OR MEETINGS

- 3.1 CONSULTANT shall submit progress reports at least once a month. The report should 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 special problems encountered, so remedies can be developed.

- 3.2 CONSULTANT's Project Manager shall meet with SBCTA, as needed, to discuss progress on the Contract.

ARTICLE 4. PERFORMANCE PERIOD

- 4.1 This Contract shall go into effect on **April 8, 2024**, contingent upon approval by SBCTA's Awarding Authority, and CONSULTANT shall commence work after written notification to proceed by SBCTA's Procurement Analyst. The Contract shall end on **April 7, 2031**, unless extended by written amendment.
- 4.2 CONSULTANT is advised that any recommendation for contract award is not binding on SBCTA until the Contract is fully executed and approved by SBCTA's Awarding Authority.

ARTICLE 5. ALLOWABLE COSTS AND PAYMENTS

- 5.1 The method of payment for this Contract will be based on actual cost plus fixed fee. SBCTA will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the Work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved CONSULTANT's cost proposal, unless additional reimbursement is provide for by contract amendment. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds SBCTA's approved overhead rate set forth in the Cost Proposal. In the event, that SBCTA determines that a change to the Work from that specified in the Cost Proposal and Contract is required, the Contract time or actual costs reimbursable by SBCTA shall be adjusted by contract amendment to accommodate the changed work. The maximum total cost as specified herein shall not be exceeded, unless authorized by written amendment.

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 and not be seasonally adjusted, but will include a 12-month percent change. Escalation shall commence as of January 1, 2025, and shall be applied each January 1st for the term of the Contract.

- 5.2 In addition to the allowable incurred costs, SBCTA will pay CONSULTANT a fixed fee of **\$3,218,207.71**. The fixed fee is nonadjustable for the term of the Contract, except in the event of a significant change in the Scope of Work and such adjustment is made by contract amendment.
- 5.3 Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.
- 5.4 When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from SBCTA before exceeding such cost estimate.

- 5.5 Progress payments will be made monthly in arrears based on Services provided and allowable incurred costs. A pro rata portion of CONSULTANT's fixed fee will be included in the monthly progress payments. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in the Scope of Work, SBCTA shall have the right to delay payment or terminate this Contract in accordance with the Termination provisions herein.
- 5.6 No payment will be made prior to approval of any Work, nor any Work performed prior to approval of this Contract.
- 5.7 CONSULTANT will be reimbursed as promptly as fiscal procedures will permit upon receipt by SBCTA of itemized invoices in triplicate. Invoices shall be submitted no later than 45 calendar days after the performance of Work for which CONSULTANT is billing except for the month of June, which will require the invoice to be submitted by July 10th. Invoices shall detail the Work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number. Final invoice must contain the final cost and all credits due SBCTA including any equipment purchased under the provisions of this Contract. The final invoice should be submitted within 60 calendar days after completion of CONSULTANT's Work. Invoices should be e-mailed to SBCTA at the following address:
ap@gosbcta.com
 For large files over 30 megabytes, invoices can be submitted using this link:
<https://sanbag-lfweb.sanbag.ca.gov/Forms/Invoice-submissio>
- 5.8 CONSULTANT shall include a statement and release with each invoice, satisfactory to SBCTA, that CONSULTANT has fully performed the Work invoiced pursuant to this Contract for the period covered, that all information included with the invoice is true and correct, and that all payments to and claims of CONSULTANT and its subconsultants for Work during the period will be satisfied upon the making of such payment. SBCTA shall not be obligated to make payments to CONSULTANT until CONSULTANT furnishes such statement and release.
- 5.9 The total amount payable by SBCTA to CONSULTANT including the fixed fee shall not exceed **\$69,991,428.42**.
- 5.10 Salary increases will be reimbursable if the new salary is within the salary range identified in the approved Cost Proposal and is approved by SBCTA. For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.
- 5.11 All subcontracts in excess of \$25,000 shall contain the above provisions.

ARTICLE 6. TERMINATION

- 6.1 Termination for Convenience – SBCTA's Executive Director shall have the right at any time, with or without cause, to terminate further performance of Work by giving thirty (30) calendar days written notice to CONSULTANT specifying the date of termination. On the date of such termination stated in said notice, CONSULTANT shall promptly discontinue performance of Work and shall preserve Work in progress and completed Work, pending SBCTA's instruction, and shall turn over such Work in accordance with SBCTA's instructions.

- 6.1.1 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.
- 6.1.2 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.
- 6.1.3 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.
- 6.2 Termination for Cause
- 6.2.1 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. 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.
- 6.2.2 CONSULTANT shall deliver to SBCTA all finished and unfinished deliverables under this Contract prepared by CONSULTANT or its subconsultants or furnished to CONSULTANT by SBCTA within ten (10) working days of said notice.
- 6.3 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.
- 6.3.1 All subcontracts in excess of \$25,000 shall contain the above provisions.

ARTICLE 7. FUNDING REQUIREMENTS

- 7.1 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.
- 7.2 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.
- 7.3 It is mutually agreed that if sufficient funds are not appropriated, this Contract may be amended to reflect any reduction in funds.
- 7.4 SBCTA has the option to void the Contract under the 30-day cancellation clause, or by mutual agreement to amend the Contract to reflect any reduction of funds.

ARTICLE 8. CHANGE IN TERMS

- 8.1 This Contract may be amended or modified only by mutual written agreement of the Parties.
- 8.2 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.
- 8.3 There shall be no change in CONSULTANT's Project Manager or members of the project team, as listed in the approved cost proposal, which is part of this Contract without prior written approval of SBCTA.

ARTICLE 9. DISADVANTAGED BUSINESS ENTERPRISE

INTENTIONALLY OMITTED.

ARTICLE 10. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

- 10.1 CONSULTANT agrees that the Contract Cost Principles and Procedures, 48 CFR Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq. shall be used to determine the cost allowability of individual items.
- 10.2 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.
- 10.3 Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 49 CFR, Part 18 and 48 CFR Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by CONSULTANT to SBCTA.
- 10.4 All subcontracts in excess of \$25,000 shall contain the above provision.

ARTICLE 11. 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 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 12. RETENTION OF RECORDS/AUDIT

- 12.1 For the purpose of determining compliance with Public Contract Code section 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the Contract pursuant to Government Code section 8546.7; CONSULTANT, and subconsultants shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the Contract, including but not to, the costs of administering the Contract. All Parties 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, SBCTA, Federal Highway Administration, or any other duly authorized representative of the SBCTA shall have access to any books, records, and documents of CONSULTANT that are pertinent to the Contract for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.
- 12.2 Subcontracts in excess of \$25,000 shall contain this provision.

ARTICLE 13. DISPUTES

- 13.1 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 Manager and SBCTA's Executive Director, who may consider written or verbal information submitted by CONSULTANT.
- 13.2 Not later than 30 days after completion of all Work under the Contract, 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.
- 13.3 Neither the pendency of a dispute nor its consideration by SBCTA's Executive Director, will excuse CONSULTANT from full and timely performance in accordance with the terms of this Contract.

ARTICLE 14. AUDIT REVIEW PROCEDURES

- 14.1 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 SBCTA's Chief Financial Officer.

- 14.2 Not later than 30 days after issuance of final audit report, CONSULTANT may request a review by SBCTA's Chief Financial Officer of unresolved audit issues. The request for review must be submitted in writing.
- 14.3 Neither the pendency of a dispute nor its consideration by SBCTA will excuse CONSULTANT from full and timely performance in accordance with the terms of this Contract.

ARTICLE 15. SUBCONTRACTING

- 15.1 Nothing contained in this Contract or otherwise shall create any contractual relation between SBCTA and any subconsultant(s), and no subcontract shall relieve CONSULTANT of its responsibilities and obligations hereunder. CONSULTANT agrees to be fully responsible to SBCTA for the acts and omissions of its subconsultant(s) and of persons directly employed by CONSULTANT. CONSULTANT's obligation to pay its subconsultant(s) is independent of SBCTA's obligation to make payments to the CONSULTANT.
- 15.2 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 prior written authorization by SBCTA, except that which is expressly identified in the approved Cost Proposal.
- 15.3 CONSULTANT shall pay its subconsultant(s) within ten (10) calendar days from receipt of each payment made to CONSULTANT by SBCTA.
- 15.4 Any subcontract in excess of \$25,000 entered into as a result of this Contract shall contain all the provisions stipulated in this Contract to be applicable to subconsultants.
- 15.5 Any substitution of subconsultants must be approved in writing by SBCTA prior to the start of Work by the subconsultant.

ARTICLE 16. EQUIPMENT PURCHASE

- 16.1. Prior authorization in writing by SBCTA 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.
- 16.2. When seeking SBCTA's prior written authorization for purchase of any item, service or consulting work not covered in CONSULTANT's Cost Proposal and exceeding \$5,000, CONSULTANT must submit three competitive quotations with the request, or the absence of bidding must be adequately justified.
- 16.3. Any equipment purchased as a result of this Contract is subject to the following: "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 \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, SBCTA 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 SBCTA 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 SBCTA procedures, and credit SBCTA

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 SBCTA and CONSULTANT. If it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by SBCTA.”

16.4 All subcontracts in excess \$25,000 shall contain the above provisions.

ARTICLE 17. INSPECTION OF WORK

CONSULTANT and any subconsultant shall permit SBCTA and the State, 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 18. SAFETY

18.1 CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by SBCTA or other SBCTA representative. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.

18.2 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.

18.3 Any subcontract entered into as a result of this Contract shall contain all of the provisions of this Article.

18.4 CONSULTANT must have a Division of Occupational Safety and Health (CAL-OSHA) permit(s), as outlined in California Labor Code Sections 6500 and 6705, prior to the initiation of any practices, work, method, operation, or process related to the construction or excavation of trenches which are five feet or deeper.

ARTICLE 19. INSURANCE

19.1 Prior to commencing the Work, subject to the provisions of Article 19.2 “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:

19.1.1 Professional Liability. The policies must include the following:

- A limit of liability not less than \$3,000,000 per claim
- An annual aggregate limit of not less than \$5,000,000

- Coverage shall be appropriate for the CONSULTANT’S profession and provided services to include coverage for errors and omissions arising out of the CONSULTANT’S professional services, or services of any person employed by the CONSULTANT, or any person for whose acts, errors, mistakes or omissions the CONSULTANT may be legally liable.
- If Coverage is on a claims made basis:
 - Policy shall contain a retroactive date for coverage of prior acts, which date will be prior to the date the CONSULTANT begins to perform Work under this Contract.
 - CONSULTANT shall secure and maintain “tail” coverage for a minimum of five (5) years after Contract completion.

19.1.2 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.

19.1.3 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 **\$10,000,000 each occurrence.**
- The policy shall, at a minimum, include coverage for any and all of the following: bodily injury, property damage, personal injury, broad form contractual liability (including coverage to the maximum extent possible for the indemnifications in this Contract), premises-operations (including explosion, collapse and underground coverage), duty to defend in addition to (without reducing) the limits of the policy(ies), and products and completed operations.
 - \$10,000,000 per occurrence limit for property damage or bodily injury
 - \$1,000,000 per occurrence limit for personal injury and advertising injury

- \$10,000,000 per occurrence limits for products/completed operations coverage (ISO Form 20 37 10 01) if SBCTA's Risk Manager determines it is in SBCTA's best interests to require such coverage,
- If a general aggregate applies, it shall apply separately to this project/location. The project name must be indicated under "Description of Operations/Locations" (ISO Form CG 25 03 or CG 2504).
- Coverage is to be on an "occurrence" form. "Claims made" and "modified occurrence" forms are not acceptable.
- A copy of the declaration page or endorsement page listing all policy endorsements for the CGL policy must be included.

All subconsultants of any tier performing any portion of the Work for CONSULTANT shall also obtain and maintain the CGL insurance coverage with limits not less than:

- Each occurrence limit: \$1,000,000
- General aggregate limit: \$2,000,000
- Personal injury and advertising limit \$1,000,000
- Products-completed operations aggregate limit \$2,000,000

All subconsultants' and sub-subconsultants' deductibles or self-insured retentions must be acceptable to SBCTA's Risk Manager.

19.1.4 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.

19.1.5 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.

19.1.6 Pollution Liability. Intentionally Omitted

19.1.7 Cyber Liability Insurance. Appropriate to the Consultant's profession and work hereunder, with limits not less than \$1,000,000 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.

19.1.8 Railroad Protective Liability. The policy must include the following:

- **Should the CONSULTANT need to perform activities in a railroad right-of-way, SBCTA's Risk Manager and/or a railroad operator may require CONSULTANT to provide Railroad Protective Liability. If there is no work near an active railway then this coverage is not required.**
- In such a case, the policy shall be in amounts and coverages and from issuers, acceptable to SBCTA's Risk Manager in his/her sole discretion.
- Depending on facts and circumstances, and the terms and conditions of the policy involved, SBCTA's Risk Manager may choose to find that the CONSULTANT satisfactorily meets this requirement by obtaining one of the following: a) an acceptable Railroad Protective Liability specific policy; b) a waiver of any railroad

liability exclusion from the CONSULTANT's existing general liability policy; or c) acceptable general liability insurance without a railroad exclusion.

19.2 General Provisions

- 19.2.1 Qualifications of Insurance Carriers. If policies are written by insurance carriers authorized and admitted to do business in the state of California, then the insurer 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.
- 19.2.2 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.
- 19.2.3 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, California Department of Transportation, City of Ontario, City of Rialto, City of Colton, City of Fontana, San Bernardino County and their officers, directors, members, employees, agents and volunteers, as additional insureds ("Additional Insureds"). With respect to general liability arising out of or connected with work or operations performed by or on behalf of the CONSULTANT under this Contract, coverage for such Additional Insureds shall not extend to liability to the extent prohibited by section 11580.04 of the Insurance Code. The additional insured endorsements shall not limit the scope of coverage for any indemnitee to vicarious liability but shall allow coverage for indemnitees to the fullest extent provided by the policy.
- 19.2.4 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.
- 19.2.5 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-contractor 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..

- 19.2.6 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.
- 19.2.7 Waiver of Subrogation Rights. To the fullest extent permitted by law, CONSULTANT hereby waives all rights of recovery under subrogation against the Additional Insureds named herein, and any other consultant, subconsultant or sub-subconsultant performing work or rendering services on behalf of SBCTA, in connection with the planning, development and construction of the Project. To the fullest extent permitted by law, CONSULTANT shall require similar written express waivers and insurance clauses from each of its subconsultants of every tier. CONSULTANT shall require all of the policies and coverages required in this Article to waive all rights of subrogation against the Additional Insureds (ISO Form CG 24 04 05 09). Such insurance and coverages provided shall not prohibit CONSULTANT from waiving the right of subrogation prior to a loss or claim.
- 19.2.8 Cancellation. If any insurance company elects to cancel or non-renew coverage for any reason, CONSULTANT will provide SBCTA thirty (30) days prior written notice of such cancellation or nonrenewal. If the policy is cancelled for nonpayment of premium, CONSULTANT will provide SBCTA ten (10) days prior written notice. In any event, CONSULTANT will provide SBCTA with a copy of any notice of termination or notice of any other change to any insurance coverage required herein

which CONSULTANT receives within one business day after CONSULTANT receives it by submitting it to SBCTA insurance@gosbcta.com to the attention of SBCTA's Risk Manager, and by depositing a copy of the notice in the U.S. Mail in accordance with the notice provisions of this Contract.

- 19.2.9 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.
- 19.2.10 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.
- 19.2.11 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 Sub-contractor. 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.

- 19.2.12 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.
- 19.2.13 Subconsultant Insurance. Insurance required of the CONSULTANT shall be also provided by subconsultants or by CONSULTANT on behalf of all subconsultants to cover their services performed under this Contract. CONSULTANT may reduce types and the amounts of insurance limits provided by subconsultants to be proportionate to the amount of the subconsultant's contract and the level of liability exposure for the specific type of work performed by the subconsultant. CONSULTANT shall be held responsible for all modifications, deviations, or omissions in these insurance requirements as they apply to subconsultant.
- 19.2.14 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.
- 19.2.15 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.
- 19.2.16 Project Specific Insurance. All insurance coverage required to be provided by CONSULTANT, with the exception of professional liability, 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.

ARTICLE 20. INDEMNITY

- 20.1 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, California Department of Transportation, City of Ontario, City of Rialto, City of Colton, City of Fontana, San Bernardino County and each of its officers, employees, agents and volunteers 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 2872.8.

- 20.2 For all other Work and obligations, CONSULTANT agrees to indemnify, defend (with legal counsel reasonably approved by SBCTA) and hold harmless SBCTA, California Department of Transportation, City of Ontario, City of Rialto, City of Colton, City of Fontana, San Bernardino County and each of its officers, employees, agents and volunteers (“Indemnitees”) from any and all claims, actions, losses, damages and/or liability (Claims) arising out of or related to any act or omission of CONSULTANT or any of its officers, employees, agents, subconsultants or volunteers, and for any costs or expenses incurred by 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 Indemnitees’ “active” as well as “passive” negligence, but does not apply to Indemnitees’ “sole negligence” or “willful misconduct” within the meaning of Civil Code Section 2782.

ARTICLE 21. OWNERSHIP OF DATA

- 21.1 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.
- 21.2 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.
- 21.3 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 for 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.
- 21.4 Applicable patent rights provisions regarding rights to inventions shall be included in the Contract as appropriate (48 CFR 27, subpart 27.3).
- 21.5 SBCTA may permit copyrighting reports or other agreement products. If copyrights are permitted, the Contract 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.
- 21.6 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 22. CLAIMS FILED BY SBCTA’S CONSTRUCTION CONTRACTOR

- 22.1 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.

- 22.2 CONSULTANT's personnel that SBCTA considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from SBCTA. Consultation or testimony will be reimbursed at the same rates, including travel costs, that are being paid for the CONSULTANT's personnel services under this Contract.
- 22.3 Services of the CONSULTANT's personnel in connection with SBCTA's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this Contract in order to resolve the construction claims.
- 22.4 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 23. CONFIDENTIALITY OF DATA

- 23.1 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.
- 23.2 Neither permission to disclose information on one occasion, nor public hearing held by SBCTA relating to the Contract shall authorize CONSULTANT to further disclose such information or disseminate the same on any other occasion.
- 23.3 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.
- 23.4 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 first obtaining SBCTA's review and written permission.
- 23.5 Any SBCTA communications or materials to which CONSULTANT or its subconsultants or agents have access and 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.
- 23.6 Any subcontract entered into as a result of this Contract shall contain all of the provisions of this Article.
- 23.7 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 24. 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 orders CONSULTANT to comply with an order of the National Labor Relations Board.

ARTICLE 25. 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 and any comments submitted shall be retained as part of the Contract file. This information may be used when evaluating the firm on future proposal submittals.

ARTICLE 26. RETENTION OF FUNDS

- 26.1 Any subcontract entered into as a result of this Contract shall contain all of the provisions of this Article.
- 26.2 SBCTA shall hold retainage from CONSULTANT and shall make prompt and regular incremental acceptances of portions, as determined by SBCTA, of the Work, and pay retainage to CONSULTANT based on these acceptances. 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 26.20) 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. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the CONSULTANT or subconsultant in the event of a dispute involving late payment or non-payment by the CONSULTANT, deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE consultants and subconsultants.

ARTICLE 27. RESPONSIBILITY OF CONSULTANT

- 27.1 CONSULTANT shall be responsible for the professional quality, technical accuracy, and the assurance of compliance with all applicable federal, State, and local laws and regulations, and other Work furnished by the CONSULTANT under the Contract. The Contract includes reference to the appropriate standards for design or other standards for Work performance stipulated in the Contract.
- 27.2 In addition to any other requirements of this Contract or duties and obligations imposed on CONSULTANT by law, CONSULTANT shall, as an integral part of its Work, employ quality control procedures that identify potential risks and uncertainties related to scope, schedule, cost, quality and safety of the Project and the Work performed by CONSULTANT within the areas of CONSULTANT's expertise. Risks that may be encountered include, but are not limited to, soil conditions, constructability, factors of safety, impact on adjacent properties, 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 as 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 enables SBCTA to understand and evaluate the magnitude and effect of the risk and/or uncertainties involved.

27.3 INTENTIONALLY OMITTED.

27.4 INTENTIONALLY OMITTED.

27.5 INTENTIONALLY OMITTED.

27.6 INTENTIONALLY OMITTED.

ARTICLE 28. TECHNICAL DIRECTION

28.1 Performance of Work under this Contract shall be subject to the technical direction of the SBCTA Project Manager identified in this Contract and/or subsequently by written notice during the Contract. The term "Technical Direction" is defined to include, without limitation:

28.1.1 Directions to CONSULTANT which redirect the Contract effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details or otherwise serve to accomplish the contractual Scope of Work.

28.1.2 Provision of written information to CONSULTANT which assists in the interpretation of drawings, reports, or technical portions of the Scope of Work described herein.

28.1.3 Review and, where required by the Contract, approval of technical reports, drawings, specifications and technical information to be delivered by CONSULTANT to SBCTA under the Contract.

28.1.4 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.

28.2 Technical Direction must be within the Scope of Work under this Contract. The SBCTA Project Manager does not have the authority to, and may not, issue any Technical Direction which:

28.2.1 Increases or decreases the Scope of Work;

28.2.2 Directs CONSULTANT to perform Work outside the original intent of the Scope of Work;

- 28.2.3 In any manner causes an increase or decrease in the Contract price as identified in this Contract, or the time required for Contract performance;
- 28.2.4 Changes any of the expressed terms, conditions or specifications of the Contract, unless identified herein;
- 28.2.5 Interferes with the CONSULTANT's right to perform the terms and conditions of the Contract; or
- 28.2.6 Approves any demand or claim for additional payment.
- 28.3 Failure of CONSULTANT and the SBCTA 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.
- 28.4 All Technical Direction shall be issued in writing by the SBCTA Project Manager.
- 28.5 CONSULTANT shall proceed promptly with the performance of Technical Direction issued by the SBCTA 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 the SBCTA Project Manager falls within one of the categories defined in 27.2.1 through 27.2.6, CONSULTANT shall not proceed but shall notify SBCTA in writing within five (5) working days after receipt of any such instruction or direction and shall request SBCTA to modify the Contract accordingly. Upon receiving the notification from the CONSULTANT, SBCTA shall:
- 28.5.1 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.
- 28.5.2 Advise CONSULTANT within a reasonable time whether SBCTA will or will not issue a written amendment.

ARTICLE 29. 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 in advance and shall submit justifications (including proposed substitutions, resumes and payroll information to support any changes to the labor rate) in sufficient detail to permit evaluation of the impact on the Project. Diversion or reallocation of key personnel shall not be made without prior written consent of SBCTA. CONSULTANT shall not substitute any key personnel without the prior written consent of SBCTA. In the event that the Parties cannot agree as to the substitution of key personnel, SBCTA may terminate the Contract. Key Personnel are:

Name	Job Classification/Function
Gerardo "Jerry" De Santos, PE	Project Manager
Jose Corona, PE	Resident Engineer
Faisal Zahlout, PE, QSD	Structural Representative

ARTICLE 30. 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 31. 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 32. 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 33. STATEMENT OF COMPLIANCE

- 33.1 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 California Code of Regulations Section 8103.
- 33.2 During the performance of this Contract, CONSULTANT and its subconsultants shall not 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 (over 40), sexual orientation or military or veteran status. CONSULTANT and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code § 12900 et seq.) and the applicable regulations promulgated there under (2 California Code of Regulations §§ 7286.0 et seq.). CONSULTANT and subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- 33.3 CONSULTANT and its 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, the contractor and all subcontractors 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 34. STATE PREVAILING WAGE RATES

- 34.1 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 attached hereto as Exhibit C.
- 34.2 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.
- 34.3 When prevailing wages apply to services described in the Scope of Work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.

ARTICLE 35. CONFLICT OF INTEREST

- 35.1 CONSULTANT shall disclose any financial, business, or other relationship with SBCTA that may have an impact upon the outcome of this Contract, or any ensuing SBCTA construction project. CONSULTANT shall also list current clients who may have a financial interest in the outcome of this Contract, or any ensuing SBCTA construction project, which will follow.
- 35.2 CONSULTANT hereby certifies that it does not now have, nor shall it acquire, any financial or business interest that would conflict with the performance of services under this Contract. 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
- 35.3 Any subcontract in excess of \$25,000 entered into as a result of this Contract shall contain all of the provisions of this Article.
- 35.4 CONSULTANT hereby certifies that neither CONSULTANT, its employees, nor any firm affiliated with CONSULTANT providing services on this project prepared the Plans, Specifications, and Estimate for any construction project included within this Contract. An affiliated firm is one subject to the control of the same persons through joint ownership or otherwise.
- 35.5 CONSULTANT further certifies that neither CONSULTANT nor any firm affiliated with CONSULTANT will bid on any construction subcontracts included within the construction contract. Additionally, CONSULTANT certifies that no person working under this Contract is also employed by the construction contractor for any project included within this Contract.
- 35.6 Except for subconsultants whose services are limited to materials testing, no subconsultant who is providing services on this Contract shall have provided services on the design of any project included within this Contract.

ARTICLE 36. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

CONSULTANT warrants that this Contract was not obtained or secured through rebates, kickbacks or other unlawful consideration, either promised or paid to any SBCTA employee. For breach or violation of this warranty, SBCTA shall have the right in its discretion; to terminate the Contract without liability; to pay only for the value of the Work actually performed; or to deduct from the Contract price or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

ARTICLE 37. 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 SYRUSA Engineering, Inc.	To SBCTA
3281 East Guasti Road Suite 700-#7000	1170 W. 3rd Street, 2nd Floor
Ontario, CA 91761	San Bernardino, CA 92410-1715
Attn: Gerardo De Santos	Attn: Khalid Bazmi
Email: gdesantos@syrusaengineering.com	Email: kbazmi@gosbcta.com
Phone: (714)784-6700	Phone: (909) 884-8276
2nd Contact:	Copy: Procurement Manager
Email:	Email: procurement@gosbcta.com

ARTICLE 38. 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 “TERMINATION” provision herein.

ARTICLE 39. 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 40. 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 41. WARRANTY

CONSULTANT warrants that all Work performed shall be in accordance with the Contract, and all applicable professional standards. In the event of a breach of this provision, CONSULTANT shall take the necessary actions to correct the breach at CONSULTANT's sole expense. If CONSULTANT does not take the necessary action to correct the breach, SBCTA, without waiving any other rights or remedies it may have, may take the necessary steps to correct the breach, and CONSULTANT shall promptly reimburse SBCTA for all expenses and costs incurred.

ARTICLE 42. INDEPENDENT CONTRACTOR

CONSULTANT is and shall be at all times an independent contractor. Accordingly, all Work provided by CONSULTANT shall be done and performed by CONSULTANT under the sole supervision, direction and control of CONSULTANT. SBCTA shall rely on CONSULTANT for results only, and shall have no right at any time to direct or supervise CONSULTANT or CONSULTANT's employees in the performance of Work or as to the manner, means and methods by which Work is performed. All personnel furnished by CONSULTANT under this Contract, and all representatives of CONSULTANT, shall be and remain the employees or agents of CONSULTANT or of CONSULTANT's subconsultant(s) at all times, and shall not at any time or for any purpose whatsoever be considered employees or agents of SBCTA.

ARTICLE 43. 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 44. 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 45. 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 46. PRECEDENCE

46.1 The Contract consists of the Contract Articles, Exhibit A "Scope of Work", and Exhibit B "Approved Cost Proposal", SBCTA's Request For Proposal and CONSULTANT's proposal, all of which are incorporated into this Contract by this reference.

- 46.2 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.
- 46.3 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 47. 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 48. 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 49. DRUG FREE WORKPLACE

CONSULTANT agrees to comply with the Drug Free Workplace Act of 1990 per Government Code Section 8350 et seq.

ARTICLE 50. 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 51. 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 52. ENTIRE DOCUMENT

- 52.1 This Contract constitutes the sole and only agreement governing the Work and supersedes any prior or contemporaneous 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.
- 52.2 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.
- 52.3 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 53. CONTRACT

This Contract constitutes the entire agreement which is made and concluded in duplicate between the two Parties. Each Party, for and in consideration of the payments to be made, conditions mentioned, and work to be performed, agrees to diligently perform in accordance with the terms and conditions of this Contract as evidenced by the signatures below.

ARTICLE 54. 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

Attachment: 23-1002960 (10456 : I-10 Corridor Freight & Express Lanes - Contract 2 Award for CM Services)

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

SYRUSA ENGINEERING, INC.

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

By: _____
Jose Corona
Chief Executive Officer

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

Date: _____

Date: _____

APPROVED AS TO FORM

By: _____
Mary Zahlout
Chief Financial Officer,
Secretary

By: _____
Juanda L. Daniel
Assistant General Counsel

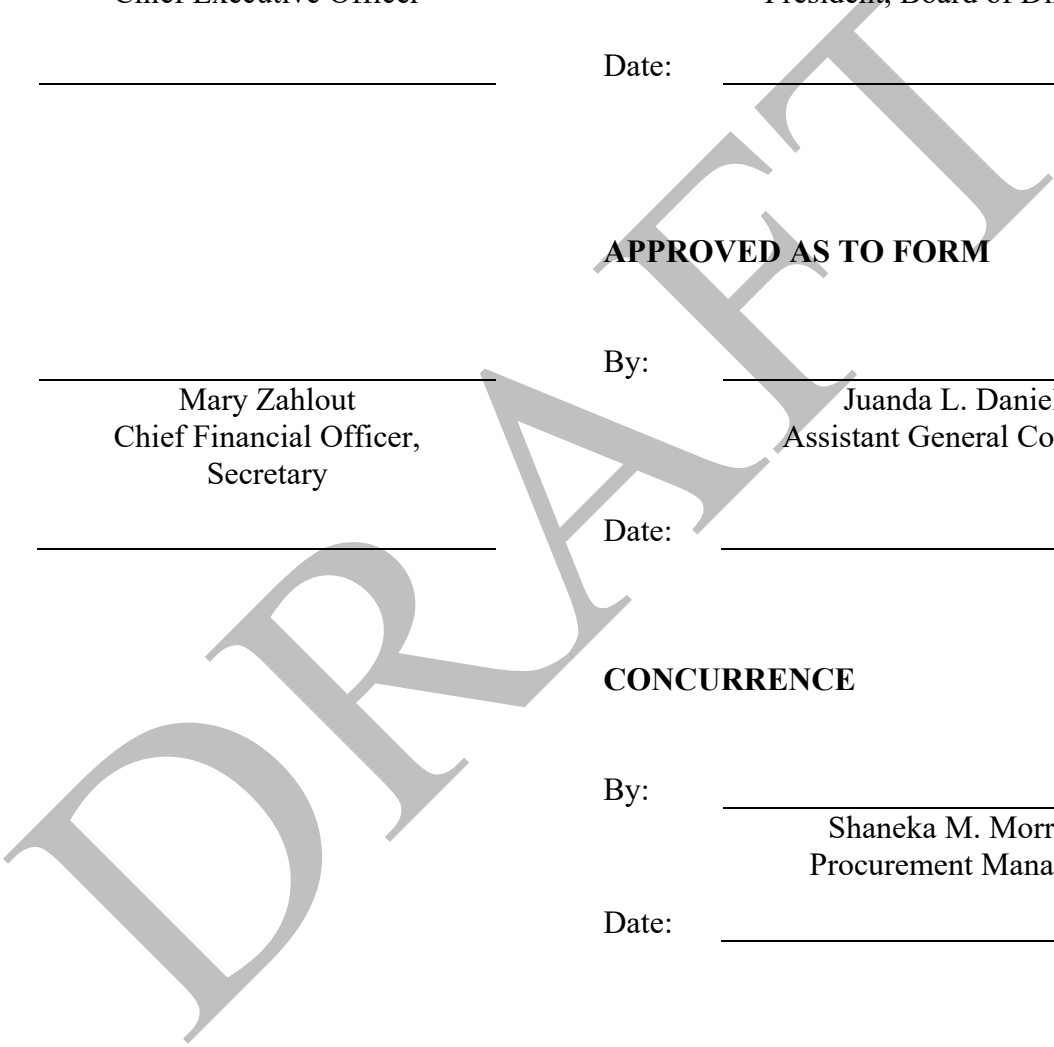
Date: _____

Date: _____

CONCURRENCE

By: _____
Shaneka M. Morris
Procurement Manager

Date: _____



Attachment: 23-1002960 (10456 : I-10 Corridor Freight & Express Lanes - Contract 2 Award for CM Services)

EXHIBIT A – “SCOPE OF WORK”

INDEX

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

A. DESCRIPTION OF SERVICES

The San Bernardino County Transportation Authority (SBCTA) will utilize the services of CONSULTANT to support the construction activities for the Project. The CONSULTANT will provide construction management, materials testing, construction surveying and source inspection, landscape inspection and assist in public outreach for the Project. A description of the Project is given below. Reference Project Environmental Reports on the SBCTA website for more detail information:

<https://www.gosbcta.com/wp-content/uploads/2019/09/I-10-CP-FinalEIR-EIS.pdf>

Project General Description:

The San Bernardino County Transportation Authority (“SBCTA”) is seeking professional services for the construction management for the Interstate 10 (I-10) Corridor Freight and Express Lanes Project – Contract 2 (“Project”) which would extend from Interstate 15, in the City of Ontario to Pepper Avenue, in the City of Colton, a length of 11 miles connecting to the I-10 Corridor Contract 1 express lanes currently under construction. SBCTA Sales Tax Measure I funds, State Transportation Improvement Program (STIP) will be used to cover the cost of this work. It is anticipated that the construction phase will be split in two contract phases 2A and 2B as follows:

2A I-15 to Sierra Avenue ; 2B from Sierra Avenue to Pepper Avenue

The Project will provide one express lane in each direction in the median from Interstate 15 (I-15), in the City of Ontario to Pepper Avenue, in the City of Colton.

The project will improve eastbound acceleration lanes between Cherry Avenue and Citrus Avenue; and Sierra Avenue to Cedar Avenue and add auxiliary lanes in both directions from Riverside Avenue to Pepper Avenue.

The Project includes interchange ramp modifications at Etiwanda Avenue, Cherry Avenue, Citrus Avenue, Sierra Avenue, Cedar Avenue, Riverside and Pepper Avenue.

The Project will include structure widening, replacement, or abandonment at Day Creek Channel (widen); Etiwanda Wash (widen); Valley Blvd exit ramp undercrossing(widen); Etiwanda-San Sevaine Channel (widen); Etiwanda-San Sevaine Channel Ramp (replacement); Kaiser Spur Overhead(widen); San Sevaine Creek(abandonment); and Mulberry Creek (abandonment)

This Project will include both the roadway work as well as toll collection system layout and infrastructure. The toll collection system design requirements will be prepared by the SBCTA toll system provider (TSP); however, extensive coordination will be required with the TSP, and the toll collection system design will be incorporated into the final design plans developed under the design contract.

Services

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

It is expected that the Consultant will assign a full-time Resident Engineer to coordinate all contract and personnel activities for all phases of construction. Other Assistant Resident Engineer(s) and inspection personnel may be assigned to direct and coordinate all Project specific field activities and responsibilities as needed for satisfactory performance on the Project.

The Resident Engineer assigned for this Project shall be licensed as a Professional Civil Engineer in the State of California at the time of proposal submittal through the duration of the contract. The Consultant is expected to provide a Structures Representative, Assistant Structures Representative, Structures Inspectors, Survey Project Manager, Materials Testing/Source Inspection Project Manager, and Landscape Architect to administer the construction support services requested herein and to assign qualified field personnel to perform the requested services.

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

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

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

SBCTA anticipates that the contract duration will be approximately 30 months plus six months for close out for each of the phases. Preconstruction services for contract 2A and 2B anticipated to start in June 2024 and December 2024 respectively. Construction for phases 2A and 2B is anticipated to start in June 2025 and December 2025 respectively. The estimated construction capital cost of the project for both phases is approximately \$637 million.

Mr. Khalid Bazmi, Construction Manager

The CONSULTANT shall report to and receive direction from SBCTA through the Construction Manager, or his designees. The SBCTA Construction Manager is responsible for coordination of all SBCTA construction activities and for coordinating the efforts of the

total construction team. The SBCTA Construction Manager will be the main contact and primary source of information between SBCTA, cities, outside agencies, supporting consultants and the public for the construction Projects.

B. PERFORMANCE REQUIREMENTS

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

CONSULTANT shall also furnish Resident Engineer(s) and Structures Representative(s) and supporting teams for both phases of the Project. The Resident Engineer shall be assigned to direct and coordinate construction activities under this contract. Other Assistant Resident Engineers may be assigned to each specific Project responsibilities as needed. The Resident Engineer shall be a Civil Engineer registered in the State of California and shall be in responsible charge of construction management and construction activity within the Project.

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

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

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

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

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

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

CONSULTANT shall follow the latest State Highway Procedures DBE Commercially Useful Function (CUF) Compliance and monitoring guide requirements per link below:

<https://dot.ca.gov/-/media/dot-media/programs/construction/documents/labor-compliance/dbe-cuf-compliance-and-monitoring-guide-al1ly.pdf>

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

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

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

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

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

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

CONSULTANT shall be responsible for finalizing a Source Inspection Quality Management Plan (SIQMP) to match the Project requirements, assist SBCTA in gaining Caltrans approval, and manage the SIQMP. The SIQMP shall meet SBCTA and Caltrans requirements.

CONSULTANT shall provide Structural Materials Representative (SMR), Steel inspectors, Non-destructive Steel Inspectors, Coating Inspectors, Precast Concrete Inspectors and other source inspectors as needed.

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

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

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

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

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

CONSULTANT personnel will:

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

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

C. DUTIES AND RESPONSIBILITIES

1. Pre-construction Services

a. Schedule

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

b. Budget

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

c. Constructability Review

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

2. Bid Process

a. Bid Documents

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

- 1) Review of bid documents
- 2) Preparation of bid tabulations and recommendation(s)

b. Pre-construction Meetings

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

c. Contract Award

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

- 1) Review of bid for completeness and responsiveness
- 2) Perform bid analysis
- 3) Development of contractor payment schedules, and other procedural items.
- 4) Checking Contractor references, licenses, insurance, and sureties.

- 5) Coordination with prospective Contractor for award of construction contract(s).

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

3. Project Administration

- a. CONSULTANT shall administer Project construction contracts using Caltrans Construction Manual as a guideline.
- b. CONSULTANT shall conduct regular Project coordination meetings with Contractor, SBCTA, local agencies, and design engineer, as appropriate.
- c. CONSULTANT shall prepare Contractor progress payments and maintain payment records and supporting documentation. All progress payments shall be reviewed by SBCTA for approval.
- d. CONSULTANT shall provide reports as needed to comply with specific funding requirements.
- e. CONSULTANT shall establish and maintain Project records in accordance with the Caltrans Construction Manual. Project record keeping shall include, but are not limited to, correspondence, memoranda, contract documents, change orders, claims, SBCTA and engineer directives, meeting minutes, shop drawings, supplementary drawings, and requests for payment. CONSULTANT shall maintain a record of the names, addresses, and telephone and fax numbers of the Contractors, subcontractors, and principal material suppliers.
- f. CONSULTANT shall establish and maintain a filing system in hard copies files and in electronic forms for each Project using the Caltrans Construction Manual as a guideline. Electronic data documentation will be required to be uploaded weekly to SBCTA. Laserfiche Repository per SBCTA IS Instruction 1004. Instructions, account and training will be provided by SBCTA.
- g. CONSULTANT shall provide a technical review of the Contractors' CPM construction schedules, within 5 days of Contractor's submittal, on an ongoing basis, alert SBCTA to conditions that may lead to delays in completion of the Project, and advise SBCTA of the necessary corrections or revisions for contract compliance.
- h. CONSULTANT shall prepare and submit a monthly Activity Summary Report for the Project in a format approved by SBCTA. The activity report shall include among other items status of SWPPP issues, RFIs, contract change orders, and notice of potential claims; construction activities completed, ongoing, and upcoming; status of Project budget and schedule, and other

highlights and critical issues.

- i. CONSULTANT shall review and ensure compliance with environmental requirements.
- j. CONSULTANT shall participate in partnering sessions with the Contractor, SBCTA, and Local Agencies, as required.
- k. CONSULTANT shall ensure that the Project meets all provisions of the SBCTA Construction Materials Quality Assurance Program and Caltrans Quality Assurance Program Manual.
- l. CONSULTANT shall review Contractors' certified payroll records and ensure compliance with the requirements of the construction contract.
- m. CONSULTANT shall monitor and track DBE Commercially Useful Function requirements per Caltrans requirements stated under "Performance Requirements" of this RFP
- n. CONSULTANT shall ensure that the Project meets all provisions of the Storm Water Pollution Prevention Plan (SWPPP).
- o. CONSULTANT shall assure that the Project meets all applicable regulations of the Air Quality Management District (AQMD) and State Water Resource Control Board (SWRCB).
- p. CONSULTANT shall maintain redlined as-built plans on an ongoing basis throughout the duration of the Project. Redlined plans shall show all changes made to the original contract plans, each change identified with the name of the approver, date of change approval, and CCO number, if applicable

4. Construction Coordination

- a. CONSULTANT shall provide a minimum of one qualified Resident Engineer to effectively manage the Project.
- b. CONSULTANT Resident Engineer shall act as a prime point of contact between Contractor, SBCTA, CONSULTANT's construction surveyor, CONSULTANT's materials inspector, and utility companies. CONSULTANT may, when requested by SBCTA, act as point of contact between design engineers, cities, and the public. CONSULTANT shall ensure coordination with property owners adjacent to Project right-of-way to ensure timely communication regarding property-condition survey and construction activities and scheduling.
- c. CONSULTANT shall maintain regular contact with SBCTA's Construction Manager.

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

5. Construction Inspection

- a. CONSULTANT shall coordinate all required inspections necessary for the Project. CONSULTANT shall ensure that appropriate City and local agencies are notified and present as required throughout the Project. CONSULTANT shall notify SBCTA immediately regarding any directives, recommendations, notices, etc. received from agencies other than SBCTA.

- b. CONSULTANT shall perform daily on-site observations, and shall provide daily reports, with photos, of the progress and quality of construction to determine if the work being performed is in general conformance with the contract documents, all applicable laws, codes, and ordinances.
- c. CONSULTANT shall exercise reasonable care and diligence to discover and promptly report to SBCTA any and all defects or deficiencies in the materials or workmanship used in the Project.
- d. CONSULTANT personnel assigned to the Project shall be thoroughly familiar with Caltrans Standard Specifications, Caltrans Standard Plans, Caltrans Erosion Control and Highway Planting requirements, safety standards and State Water Resources Control Board requirements. CONSULTANT personnel shall have the ability to read and interpret construction plans and specifications. CONSULTANT personnel shall also have knowledge of State of California Construction Safety Orders (CalOSHA) and traffic control practices as specified in the Work Area Traffic Control Handbook (WATCH). In addition, CONSULTANT personnel shall be thoroughly familiar with the construction requirements of Caltrans' Storm Water Pollution Prevention Program.
- e. Assignments to be performed by CONSULTANT personnel shall include, but are not limited to, the following:
 - i. Paving and subgrade inspection, sub-surface & finish surface drainage inspection, structures and foundation inspection, electrical inspection for traffic, ramp meter and irrigation control equipment, signing and striping inspection, quantity calculations, checking grade and alignment, construction traffic control inspection, soil amendments and plant material identification & quality control, hardscape inspection, trenching & irrigation inspection and duties that may be required to determine that construction of the Project is being performed in accordance with the contract documents.
 - ii. Identifying actual and potential problems associated with the Project and recommending sound engineering solutions.
 - iii. Identifying common plant diseases and/or pests together with their respective eradication techniques, directing of plant adaptability requirements along with proper planting & pruning techniques, and avoiding potential problems associated with the Project by recommending sound engineering solutions.
 - iv. Perform basic sampling of construction materials in the field per California Test Method 105 and 125 by both the prime and subconsultant personnel.
 - v. Maintaining awareness of safety and health requirements. Monitoring Contractors' compliance with applicable regulations and construction contract provisions for the protection of the public and Project personnel.

- vi. Preparing complete and accurate daily reports, calculations, Project records, payment quantity documents, reports, and correspondence related to Project activities.
- vii. Preparing construction sketches, drawings, and cross-sections, as necessary.
- viii. Assisting in the preparation of as-built plans.
- ix. Providing inspections for environmental compliance as well as ECR tracking.
- x. Maintaining awareness of water discharge requirements. Monitoring Contractors' compliance with applicable regulations and construction contract provisions.
- xi. Monitoring Contractors' compliance with applicable regulations required by AQMD.
- xii. Other duties as may be required or reasonably requested.

6. Project Support

a. Construction Surveys

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

1) Construction Surveys

CONSULTANT shall perform construction staking and calculations as needed.

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

- e) Perform construction staking as directed by Resident Engineer, including but not limited to:
 - i. Utility relocations
 - ii. Clearing limits
 - iii. Slope staking
 - iv. Storm drain, sanitary sewer, and irrigation systems
 - v. Drainage structures
 - vi. Curbs, gutters, and sidewalk
 - vii. Horizontal and vertical control for structures and portions of structures (bents, abutments, wingwalls, etc.)
 - viii. Rough grade
 - ix. Finish grade
- f) Monitor for settlement, if required.
- g) Global Positioning Satellite (GPS) equipment shall be made available if required by SBCTA

2) Grid Grades

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

3) Open Ended Traverses and Profile Data Sheets

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

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

4) Three Line Profiles

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

5) Right of Way Lines

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

- a) Right of way monumentation shall be renewed and restored in accordance with Section 10.4 of the Caltrans "Survey Manual" and the State of California Land Surveyor's Act.
 - b) Corner records and records of surveys shall be prepared and filed in accordance with the applicable standards and the State of California Land Surveyor's Act and the California Subdivision Map Act.
 - c) Perpetuate existing monumentation, which includes restoring, renewing, referencing, and resetting existing boundary related monumentation. In addition, stake areas where construction disturbs the existing right of way, preparing and filing required maps and records.
 - d) New right of way and easements will be established from plans, right of way maps, utility drawings, and Local Agency record information, and existing monumentation.
 - e) Right of Way Surveys, which includes research and preparation filing of required maps and records. In addition, locate and set monuments for right of way and easement lines, staking for right of way and easement fences.
 - f) Final monumentation, which includes setting of centerline points of control upon completion of construction.
- 6) Special Design – Data Surveys
Includes drainage, utility, and surveys required for special field studies.
- 7) Control Survey
Includes Project control surveys, aerial mapping control surveys, horizontal and vertical control surveys. In addition control surveys will include restoration, renewal, reference, relocation, and resetting of existing control monumentation. The CONSULTANT will be required to provide horizontal and vertical control at the end of each bridge.
- 8) Topographic Surveys
Topographic surveys will normally be compiled by ground survey methods only.

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

b. Materials Testing, Source Inspection and Geotechnical Services

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

c. Public Outreach

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

- 1) SBCTA's primary goal is to assure the public that SBCTA is a public agency that delivers quality transportation projects and trustworthy, accurate and timely public information.
- 2) SBCTA will provide the primary outreach effort with supplemental support as requested from CONSULTANT. This will be a targeted approach with incremental outreach based on construction schedule and staging.
- 3) In the weeks prior to the selection of a construction contractor, SBCTA may coordinate an Emergency Responders Project Briefing to highlight the Project details and possible access challenges for consideration by the Project team.
- 4) Following the emergency responders briefing, SBCTA may coordinate a Chamber of Commerce Project Briefing to highlight the Project benefits, possible construction schedule and traffic management plan.
- 5) Just prior to the start of field construction activities, SBCTA may coordinate a groundbreaking media event with the LOCAL AGENCY to ceremoniously open the Project. CONSULTANT may be called upon to assist in acquiring the necessary items authorized for the event.

- 6) Prior to construction beginning, SBCTA may coordinate a community meeting to share Project information, construction scheduling, detour information and expected challenges with the general public. CONSULTANT may be needed to help staff the event as a subject matter expert.
- 7) Near the completion of the construction Project, SBCTA may coordinate a ribbon-cutting media event. CONSULTANT will be called upon in a similar fashion to the groundbreaking event.
- 8) At various stages throughout the Project, SBCTA will request support from CONSULTANT for the following items:
 - i. Provide details related to construction activities for use in public notices.
 - ii. Provide details for development of a Project fact sheet.
 - iii. Provide details for development of Emergency notices – when needed.
 - iv. Provide details for development and maintenance of web content for Project tab on SBCTA website.
- 9) All requests for speaking to government councils, boards, chambers of commerce or similar business or social groups shall be directed to the SBCTA Public Information Office before agreeing to appear.
- 10) All media inquiries shall be directed to the SBCTA Public Information Office.

d. Permits

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

7. Cost and Schedule

- a. CONSULTANT shall monitor and track the following:
 - 1) Contract pay item quantities and payments
 - 2) Contract change orders
 - 3) Supplemental work items
 - 4) Agency furnished materials
 - 5) Contingency balance
 - 6) Project budget

- b. CONSULTANT shall analyze, monitor and report on the Contractors Primavera schedule updates by comparing monthly progress to previous schedule updates and progress against the approved baseline schedule. This analysis should include a detailed review of the critical path and near critical path (20 days), changes to logic, relationships and activities. A schedule technical review should also be done to identify issues like but not limited to constrained or open ended activities, out of sequence work and added or deleted activities, and adherence to contract specifications. Results of the analysis should be used to develop schedule reporting deliverables.
- c. CONSULTANT shall provide and maintain a Project staffing plan of field office personnel based on the Contractor submitted baseline schedule update.

In cooperation with SBCTA, the staffing plan shall be periodically updated to reflect Project progress and needs.

8. Change Orders and Claims

- a. CONSULTANT shall receive and evaluate requests for changes and/or substitutions by the Contractor. Contract Change Orders submitted to SBCTA shall be accompanied by CONSULTANT recommendations. Where applicable, CONSULTANT shall convey proposed changes to design engineer, or other Project consultants. If the requested changes are accepted, CONSULTANT shall negotiate and prepare appropriate Contract Change Orders.
- b. CONSULTANT shall attempt to avoid unnecessary Contract Change Orders. When a Contract Change Order is necessary, CONSULTANT shall consult with SBCTA prior to its preparation. Unless directed otherwise by SBCTA, the preferred method of payment for Contract Change Orders should be as follows
 - 1) Agreed Price
 - 2) Adjustment in compensation to a bid item
 - 3) Time and materials or Force Account

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

- c. CONSULTANT shall attempt to identify all potential claims, track and monitor unresolved claims. The CONSULTANT shall implement appropriate claims avoidance processes where in the best interests of SBCTA as determined by SBCTA's Construction Manager.
- d. CONSULTANT shall assist SBCTA, as requested, in the identification, resolution, and final disposition of claims filed by the Contractor or third parties against SBCTA or the Project.

9. Safety

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

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

10. Toll System Construction Oversight

The CONSULTANT shall:

- Monitor the overall construction of tolling systems civil construction activities to identify critical milestones and priorities;
- Coordinate and conduct pre-construction and pre-activity meetings with the CONTRACTOR and Toll System Provider (TSP);
- Provide engineering assessment of plans for adequacy of design, particularly with respect to suitability to actual field conditions;
- Ensure compliance with the plans, specifications shop drawings, and material data submittals by the CONTRACTOR for the Toll Collection System (TCS) civil infrastructure; recommend, modify, interpret, and edit special provisions and prepare modification estimates; and keep necessary records pertaining to construction progress, and budget performance;
- Monitor compliance of CONTRACTOR and TSP safety plans and note concerns or deficiencies immediately to CONTRACTOR or TSP for their implementation of corrective measures;
- Provide construction oversight of the delivery of the TCS civil infrastructure by the CONTRACTOR. Validate/confirm the CONTRACTOR work, in coordination with the TSP, is correct per the design and technical requirements. This includes validating and testing power and communications conduit duct banks, gantries, CMS and camera pole installation;
- Perform oversight and review of laboratory, shop, and mill test reports of materials and equipment, as needed; and
- Monitor test and inspection records and noncompliance reports for satisfactory resolution of noncompliant work.

It should be noted that CM service excludes oversight of the installation of TSP work.

11. Project Close Out

- a. When the Contractor approaches substantial completion milestone or at the direction of SBCTA Construction Manager, CONSULTANT shall prepare a list of items to be completed and/or corrected by the Contractor for final completion of the Project.
- b. CONSULTANT shall collect and furnish as-built information to the design engineer for preparation of as-built drawings including pre-stress drawings and pile logs, as applicable.
- c. CONSULTANT shall review and verify completeness of as-built drawings.
- d. CONSULTANT shall conduct a final walk-through with SBCTA, Local Agencies, Contractors, and design engineers.
- e. CONSULTANT shall prepare final construction reports including the Project Completion Report within 45 days of achieving the full Relief From Maintenance.
- f. CONSULTANT shall prepare and deliver to SBCTA all Project files.
- g. CONSULTANT shall assist SBCTA and Contractor in obtaining final release of all Project permits.
- h. Project closeout services will be completed within two months of Project acceptance.

D. DELIVERABLES

1. Inspector daily reports, extra work diaries and Resident Engineers' daily diaries.
2. Monthly Project Summary Reports and SIQMP Monthly Reports.
3. Weekly update of all files to SBCTA Portal.
4. Monthly Contractor progress payments, back-up documentation, and Contractor payment records.
5. Contractor final payment documents, delivered to SBCTA no later than ten (10) working days after Acceptance by SBCTA of the completed construction Project.
6. Project Completion Report documents per Local Assistance Procedure Manual and Caltrans Construction Manual.
7. All Project files, Project reports, Record As-builts, correspondence, memoranda, shop drawings, Project logs, schedule updates, change order data, claims and claim reports, and Contractor payment records per Caltrans Construction Manual.

8. Certified payrolls and fringe benefit statements for all employees, CONSULTANT and Contractor, who are subject to the State and/or Federal prevailing wage rates.
9. American For Disabilities Act certification of Project per Caltrans Standards.
10. All material test results will be provided in accordance with the applicable Standard Specifications and Special Provisions, and test methods. Failing tests will be immediately reported to the Resident Engineer or Structures Representative. All test results will be recorded on the appropriate forms. The test documents will be legible and show the identity of the tester where appropriate. A notebook containing all test results and reports will be maintained by CONSULTANT throughout the duration of the Project and delivered to SBCTA with the Project files. CONSULTANT shall provide the material certification at the end of the project.
11. Record of Survey and Right of Way Monumentations and recording with County.
12. Unless otherwise specified in the survey request, the deliverables shall conform to the following:
 - a. Survey points, lines, and monuments shall be established, marked, identified, and referenced as required by survey request and requirements herein.
 - b. Survey notes, drawings, calculations, and other survey documents and information shall be completed as required by the survey request and the requirements herein.
 - c. All original survey documents resulting from this contract, including original field notes, adjustment calculations, final results, and appropriate intermediate documents, shall be delivered to the Resident Engineer and shall become the property of SBCTA. A copy of all survey documents furnished by SBCTA shall be retained by CONSULTANT for future reference.

When the survey is performed with a total station survey system, the original field notes shall be a hard copy in a readable format of the data (observations) as originally collected and submitted by the survey party. The hard copy shall be signed by the Party Chief. If the Party Chief is not licensed, the person in “responsible charge” will be required to sign.

- d. Deliverables to the Resident Engineer shall follow the format specified below:
 - 1) Horizontal Control
 - 2) Alpha numeric hard copy point listing with adjusted California Coordinate System northing and easting and the appropriate descriptions.
 - 3) Vertical Control
 - 4) Alpha numeric hard copy benchmark listing with adjusted elevations compatible with the design datum.
 - 5) Topography

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

13. Risk Register

- a. obtain and review all available risk assessment information, including the risk register already developed by SBCTA and Caltrans that identifies risks, probability and severity of risk occurrence, proposed mitigation strategies, responsible parties, and mitigation timing.
- b. Perform ongoing Project risk identification and management activities by working with the various Project work groups.
- c. Provide quarterly updates of the risk register showing resolution and mitigation of defined Project risks, identification of new risks, and required mitigation measures; and
- d. Provide all necessary reports and actions requested by SBCTA to support requests of Caltrans, or others in documenting adherence to all risk management requirements and practices.
- e. Provide a Sequential list of activities during Preconstruction, Construction, Post Construction and Close out showing person responsible for each activity.
- f. Provide a “monthly staffing plan showing proposed expenditures plan through completion” (cost to complete the project) showing all CM personnel and subconsultants estimated billable hours and ODC’s. This document

should also show planned vs actual charges from contract start date to current month expenditures.

14. Schedule and Schedule Related Reporting

- a. Consultant will develop a Level 3 Primavera project schedule and will submit for SBCTA review along with the constructability review package.
- b. On or before the 1st day of each month, Consultant shall facilitate a monthly schedule meeting with the contractor to review progress and changes to the project schedule.
- c. Consultant shall develop with the monthly reporting a schedule summary report that includes but is not limited to the following elements:
 - i. Major milestone updates, summary discussion of the schedule critical path, and look-ahead schedule
 - ii. Use and reporting of SPI (Schedule Performance Index) and any other applicable KPI (Key Performance Indicators)
 - iii. Discussion of any logic or critical or near critical (20 days) activity changes
 - iv. List and discussion of potential impacts to critical path or near critical path (20 days) and list of activities tracking impacts
 - v. List of any open ended or constrained activities and a brief associated explanation
 - vi. List of month to month changes in started activities, durations or changes in actuals

E. EQUIPMENT AND MATERIALS TO BE PROVIDED BY CONSULTANT

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

5. For Materials Testing, CONSULTANT and its staff will be fully equipped at all times to perform the services required, including but not limited to the following:
- a. An on-site mobile laboratory or laboratory in close proximity to the Project will be required. The type and location of the lab should be such that it can meet the needs of the Project in an efficient, time effective manner. The laboratory is to be fully staffed, equipped, and supplied to conduct all required soils, materials, and concrete breaking tests in a timely manner.
 - b. Field personnel will be provided with all necessary safety equipment to permit work to be performed safely and efficiently within operating highway and construction zone environments.
 - c. All equipment to be calibrated as per Section 3-10 and 3-11 of Caltrans' Quality Assurance Program Manual.
6. For construction surveying, CONSULTANT and staff shall have adequate equipment and supplies to complete the required survey work. Equipment and supplies shall, include, but not be limited to:
- a. Survey vehicles:

Survey vehicles will be suitable to perform the required work in varying terrain and conditions encountered on the Project. Vehicles shall be fully equipped with all necessary tools, instruments, supplies, and safety equipment required to perform the work accurately, efficiently, and safely. Vehicles shall be equipped with a flashing yellow beacon light.
 - b. Data Processing Systems:

Data processing systems shall include hardware and software to:
 - 1) Performing survey and staking calculations from the design plans and specifications;
 - 2) Reduce survey data collected with conventional and total station survey systems;
 - 3) Perform network adjustments for horizontal and vertical control surveys;
 - 4) Format survey data to be compatible with the Caltrans computer survey and data system.
 - c. Drafting equipment and supplies.
 - d. Digital calculators.
 - e. Hand tools as appropriate for the requested survey work.
 - f. Traffic cones (minimum 25). Traffic cones shall be 28 inches in height (minimum).

- g. Traffic control devices as required to perform the requested survey work. Traffic control devices include signs, sign bases, flags, and hand held signs.
- h. Leveling instruments and equipment:
 - 1) Self-leveling level. Precision: Standard deviations in one mile of double run leveling 0.005 feet or less.
 - 2) Suitable level rods for the work to be performed.
- i. Distance measuring instruments and equipment:
 - 1) Electronic distance measurer (EDM). Precision: standard deviation 3 mm plus 3 PPM, or less; Range: Minimum one mile under average atmospheric conditions.
 - 2) Prisms, sufficient to perform the required work.
 - 3) Tapes; steel, cloth.
- j. Angle measuring instruments and equipment:
 - 1) Theodolite for non-control surveys; Precision: direct circle reading to three seconds, or equivalent, horizontal and vertical.
 - 2) Targets as required to perform the work.
- k. When required for efficient survey operations, total station survey systems consisting of an electronic angle measuring instrument, EDM, and electronic data collector shall be provided. The angle measuring instruments and EDM shall conform to the requirements for the equipment previously listed.
- l. Radio or cellular communications equipment for communication between field office and field crews.
- m. Caltrans manuals, standards, forms, and other policies and procedures to be followed to perform the required work.

F. MATERIALS TO BE FURNISHED BY CONSULTANT

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

G. MATERIALS TO BE PROVIDED BY SBCTA

- 1. SBCTA will provide copies of all previously secured permits and Project authorizations.
- 2. SBCTA Construction Management Forms including SBCTA Construction Materials Quality Assurance Program, sample SIQMP and appropriate forms for recording test data in accordance with Caltrans practices and procedures outlined in the "Manual of Test".

H. AVAILABILITY AND WORK HOURS

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

Unless otherwise directed by SBCTA, the normal work week will consist of 40 hours. From time to time, overtime may be required. However, overtime will be worked only when approved in writing by SBCTA. This written authorization must be attached to the invoice where the overtime is billed.

I. STANDARDS

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

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

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

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

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

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

The Resident Engineer and SBCTA will decide all questions, which may arise as to the quality or acceptability of deliverables furnished and work performed for this contract. Any

CONSULTANT employee who does not perform adequately will be replaced if directed by the SBCTA Construction Manager.

J. LIMITATIONS TO AUTHORITY

CONSULTANT does not have the authority to:

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

K. THIRD PARTY RELATIONSHIPS

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

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

L. CONSTRUCTION SITE SAFETY

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

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

M. BASIS FOR SURVEY AND MONUMENT MARKING

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

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

N. PERSONNEL QUALIFICATIONS AND RESPONSIBILITIES

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

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

- 4) Prepare monthly reports for delivery to SBCTA.

2. Resident Engineer

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

3. Assistant Resident Engineer

- a. A minimum of four (4) years' experience on similar construction projects is desired.
- b. Licensed Professional Civil Engineer in the State of California.
- c. Ability to work independently, make effective decisions concerning construction work in progress, and solve field problems.
- d. Accessible to SBCTA at all times including weekends and holidays.

- e. Certified as a Qualified SWPPP Developer or Practitioner is desired.
- f. A thorough understanding of Cal-OSHA practices and procedures.
- g. A thorough understanding of American with Disability Act (ADA) and Caltrans ADA requirements. Completion of Caltrans Temporary Pedestrian Facilities training within last 6 months.
- h. Thorough understanding of Caltrans field methods, practices, and construction office procedures. The Assistant Resident Engineer shall act under the direction of the Resident Engineer and will assume the following functional responsibilities:
 - 1) Monitor and provide daily direction to CONSULTANT inspection personnel.
 - 2) Assign field personnel to specific project tasks.
 - 3) Monitor and track Contractor progress.
 - 4) Prepare daily, weekly and monthly reports as required.
 - 5) Coordinate utility relocations with appropriate agencies.

4. Lead Field Inspector

- a. A minimum of six (6) years' construction inspection experience in public works or similar projects or a four-year degree in the field of civil engineering, transportation and four years of similar construction experience is desired.
- b. A thorough understanding of Cal-OSHA practices and procedures.
- c. Knowledge of Caltrans construction practices, physical characteristics and properties of highway construction materials, and approved methods and equipment used in making physical tests of construction materials.
- d. Ability to work independently, make effective decisions concerning construction work in progress, and solve field problems.
- e. Ability to direct the efforts of subordinate inspectors.
- f. Ability to use an automatic level and transit for the purpose of verifying line and grade.
- g. Certified as a Qualified SWPPP Developer or Practitioner is desired.
- h. A thorough understanding of American with Disability Act (ADA) and Caltrans ADA requirements. Completion of Caltrans Temporary Pedestrian Facilities training within last 6 months.
- i. Understanding of Caltrans field and construction office procedures. The Lead Field Inspector will assume the following functional responsibilities:

- 1) Assist in inspections to assure compliance with contract plans, specifications, and special provisions on all phases of construction.
- 2) Assist in the preparation of contract change orders, contract estimates, progress pay estimates, and other documents or reports required for the Project.
- 3) Coordinate field testing of materials to monitor compliance with Project specifications and Caltrans Quality Assurance Program.
- 4) Maintain accurate and timely Project records. Perform quantity calculations for progress pay estimates.
- 5) Perform analytical calculations such as basic earthwork, grading, profiles, and special staking procedures.
- 6) Provide input for the redesign of facilities to fit existing field conditions.
- 7) Monitor and track Contractor progress. Prepare daily, weekly, and monthly reports as required.

5. Field Inspector

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

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

6. Structural Representative

- a. A minimum of six (6) years of bridge or structural construction inspection as related to major public works projects and a four-year degree in civil engineering is desired.
- b. A minimum of four (4) years as a Structural Representative on major public works projects.
- c. Licensed Professional Civil Engineer in the State of California.
- d. Knowledge of stress analysis, structural mechanics, and strength of materials.
- e. A thorough understanding of Cal-OSHA practices and procedures.
- f. Knowledge of Caltrans and Greenbook construction practices and the physical characteristics and properties of various bridge construction materials including concrete.
- g. Experience in the following areas: foundations, pile driving, concrete prestressing, bridge deck construction, cast-in-place wall construction, falsework, and shoring.
- h. Ability to work independently. Ability to perform duties in the construction field office and effectively make decisions concerning construction work in progress and solving field problems.
- i. Ability to direct the efforts of subordinate inspectors.
- j. Ability to use an automatic level and transit for the purpose of verifying line and grade.
- k. Thorough understanding of Caltrans field methods, practices, and construction office procedures. The Structural Representative shall assume the following functional responsibilities:

- 1) Assist in inspections to assure compliance with contract plans, specifications, and special provisions on all phases of structural construction such as bridges, foundations, walls, falsework, shoring, and drainage structures.
- 2) Make grade, alignment, quantity, falsework, and shoring calculations.
- 3) Assist in the preparation of contract change orders, contract estimates, progress pay estimates, and other documents or reports required for the Project. Coordinate the sampling and testing of construction materials to monitor compliance with contract specifications.
- 4) Monitor and track Contractor progress. Prepare daily, weekly, and monthly reports as required.
- 5) Coordinate with Resident Engineer, as well as the Construction Staking and Material Testing consultants.
- 6) Direct the daily activities of subordinate inspectors.

7. Structural Inspector

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

- 3) Assist in the preparation of contract change orders, contract estimates, progress pay estimates, and other documents or reports required for the Project.
- 4) Sampling and testing of construction materials to monitor compliance with contract specifications and Caltrans Quality Assurance Program.

8. Office Engineer

- a. A minimum of two (2) years' experience as an office engineer on similar construction projects is desired.
- b. Knowledge of Caltrans Office of Highway Construction forms used to administer construction projects.
- c. Knowledge of Caltrans system of document organization.
- d. Knowledge of construction records and accounting procedures.
- e. Knowledge of documentation, procedures, and reporting for federally funded projects.
- f. Knowledge of laws and regulations governing the payment of prevailing wages.
- g. The Office Engineer will assume the following functional responsibilities:
 - 1) Process monthly progress pay estimates, monthly status reports, extra work reports, and weekly statements of working days.
 - 2) Prepare and process contract change orders.
 - 3) Monitor construction budget and schedule.
 - 4) Prepare, maintain, and/or file project documents including labor and equipment records, correspondence, memoranda, meeting minutes, claims, personnel records, labor compliance reports, and daily, weekly, and monthly reports.
 - 5) Perform routine calculations and checking of quantities.
 - 6) Coordinate all office activities and functions with SBCTA representatives.

9. Materials Testing/Source Inspection Project Manager

- a. A minimum four (4) years' project management experience on a similar highway/bridge construction project is desired.
- b. Licensed Civil Engineer in the State of California.

- c. Ability to use typical computer programs including word processing and spreadsheets.
- d. The Materials Testing/Source Inspection Project Manager will assume the following functional responsibilities:
 - 1) Review, monitor, train, and provide general direction for CONSULTANT's laboratory, field and source inspection personnel.
 - 2) Assign personnel to projects on an as-needed basis in coordination with the Resident Engineer.
 - 3) Administer personal leave, subject to approval of the Resident Engineer.
 - 4) Prepare monthly reports for delivery to the Resident Engineer.
 - 5) Provide direction, administration, and responsibility for Materials Certification per Caltrans Construction Manual, Section 8-01.
 - 6) Assist SBCTA and Resident Engineer in preparing the project specific Source Inspection Quality Management Plan (SIQMP) for Caltrans review and approval. (Reference Caltrans "Source Inspection Quality Management Plan (SIQMP Outline dated 04/17/12).
 - 7) Provide direction, administration, and responsibility for implementation of the approved SIQMP per Caltrans Construction Procedures Directive (CPD) 08-5 and FHWA Title 23 requirements.

Material testing/source inspection personnel will be certified by a California Registered Civil Engineer as being experienced and competent in the test procedures required for the work involved (and possess a current certificate of proficiency (Form MR-0111) in accordance with Quality Assurance Program Manual (Section 3-5). Independent certification of Caltrans test procedures may be performed at the discretion of the SBCTA Construction Manager.

10. Materials Technicians

CONSULTANT personnel provided under this contract will have a variety of skills and experience appropriate for the level of tasks to be assigned. Field personnel shall be certified by Caltrans and should have a minimum of two (2) years' experience in conducting material sampling and testing of the type required for the projects involved and possess the following additional capabilities:

- a. Have the ability to establish specific locations for appropriate tests when construction contract administration personnel are not available.
- b. Be familiar with construction practices and be fully aware of construction activities at the Project site.
- c. Have knowledge of and comply with safety and health regulations and requirements applicable to the Project.
- d. Specific qualifications for technicians are as follows:

1) CONSTRUCTION TECHNICIAN I

- a) Performs a variety of semi-skilled activities. Examples of duties assigned to this classification are:
- i. Conducting quality control tests such as soil densities, sieve analysis tests, operation scales and inspecting spread operations.
 - ii. Sampling and transporting produced construction materials from point of application or production to testing laboratory.
- b) Knowledge and Skills Required
- i. Knowledge of tools, equipment and vehicles utilized in construction.
 - ii. Knowledge of standard equipment and materials used for the sampling and testing of construction material.
 - iii. Knowledge of basic mathematics used in the computation of a variety of construction items.
 - iv. Knowledge of record keeping, preparing of documents and reports.

2) CONSTRUCTION TECHNICIAN II

- a) Performs a variety of skilled activities. Examples of duties assigned to this classification are:
- i. Inspecting minor construction items, sampling and inspection of steel reinforcement, sampling and inspection of concrete placing operation.
 - ii. Collect and analyze soil samples of construction materials to determine compaction and moisture content.
 - iii. Inspection and sampling of all phases of asphalt concrete and PCC paving operation, including plant inspection.
 - iv. Confers with construction engineers and contractors regarding construction in progress and is conformance to specifications and construction plans.
 - v. Answers questions and resolves problems.
 - vi. Inspects construction in progress to ensure conformance with specification, agreements, and established requirements.
 - vii. Keeps daily diary of work progress.
 - viii. Prepares reports on all field inspections and submits

- ix. project quantities on a daily basis.
- ix. Keeps accurate documentation for force accounts and possible claims.

b) Knowledge and Skills Required

- i. All knowledge and skills required of lower classification.
- ii. Knowledge of currently accepted methods, procedures and techniques used in highway construction inspection, survey, materials testing, and quality control equipment.
- iii. Skill in interpersonal relations as applied to contact with contractors, representatives of other governmental jurisdictions, and other SBCTA/Caltrans staff.

3) CONSTRUCTION TECHNICIAN III

- a) Exercises considerable independent judgment within general Caltrans standards and guidelines. Examples of duties assigned to this classification are:

- i. Inspect Project construction on an ongoing basis to assure compliance with contract and in accordance with State and local standards.
- ii. Perform a variety of structural material tests and inspections.
- iii. Reviews construction plans and verified that these are in accordance with designated specifications and other requirements.
- iv. Participates in the preparation of completed work estimates, to calculate compensation due contractor.
- v. Examines and verifies numeric data and material specifications on project cost source documents, utilizing geometry and trigonometry calculations.
- vi. Supervises all work activities involved in construction projects, laboratory, and quality control work.
- vii. Recommends approval of proposed Project changes.

b) Knowledge and Skills Required

- i. All knowledge and skills required of lower classifications.
- ii. Knowledge of the principles and practices of Civil Engineering as applied to the construction of state highways.
- iii. Skill in analyzing and evaluating a wide variety of highly technical engineering data, including

construction plans, field survey and quality control documents.

- iv. Skill in interpreting and implementing Caltrans standards, policies, procedures and regulations.
- v. Skill in interpersonal relations, as applied to contacts with contractors, representatives of other governmental jurisdictions, and other SBCTA/Caltrans staff.

11. Construction Surveying Project Manager

- a. A minimum four (4) years' project management experience on similar construction projects is desired.
- b. Licensed Surveyor or pre-January 1, 1982 Registered Professional Engineer in the State of California.
- c. Accessible to the Resident Engineer and SBCTA at all times during normal working hours as specified in this Scope of Services.
- d. Under the direction of the Resident Engineer, the Survey Project Manager will be responsible for:
 - 1) Review, monitor, train, and provide general direction for CONSULTANT survey personnel.
 - 2) Assign personnel to projects on an as-needed basis.
 - 3) Administer personal leave, subject to approval of the Resident Engineer.
 - 4) Prepare monthly reports for delivery to the Resident Engineer.

12. Field Party Chief(s)

- a. The person(s) holding the position of Party Chief shall meet at least one of the following licensing requirements:
 - 1) A licensed Land Surveyor in the State of California.
 - 2) A pre-January 1, 1982, Registered Professional Civil Engineer in the State of California.
 - 3) An experienced surveyor who serves as chief under the direction or supervision of a person who is a licensed Land Surveyor or pre-January 1, 1982 Registered Professional Civil Engineer in the State of California. The direction or supervision shall place the supervisor in "responsible charge" of the work. "Responsible Charge" is defined in Chapter 15 of the Business and Professions Code (the Land Surveyor's Act) and Title 16, Chapter 5, of the California Administrative Code (regulations adopted by the Board of Registration for Professional Engineers and Land Surveyors).

- b. The Party Chief(s) should have a minimum two (2) years' survey experience on similar construction projects and possess the following additional capabilities:
 - 1) Thorough knowledge of construction survey practices and the ability to read and interpret plans and specifications.
 - 2) Ability to make effective decisions concerning field problems and work in progress.
 - 3) Familiarity with typical coordinate geometry computer programs.
 - 4) Familiarity with safety requirements for surveying near traffic.
- c. The Party Chief(s) will assume the following responsibilities:
 - 1) Perform construction staking services for Project construction.
 - 2) Administer day to day activities for the survey party.
 - 3) Perform analytical survey calculations for items such as grading, horizontal and vertical control, right of way, and minor in-field design.
 - 4) Maintain continuous communication with the Resident Engineer, field personnel, and construction administration staff.

13. Survey Crews

- a. Qualifications for survey crew members should include the following:
 - 1) A minimum of one (1) year of survey experience on similar construction projects is desired.
 - 2) Fundamental knowledge of construction survey practices and the ability to read and interpret plans and specifications.
 - 3) Ability to assist Party Chiefs and office personnel in all required surveying work.
 - 4) One survey crew member must have the ability to assume temporary leadership of the survey party in the absence of the Party Chief.
- b. Under the direction of the Resident Engineer and the Party Chief, the survey crew members will assume the following responsibilities:
 - 1) Perform basic calculations to support construction staking.
 - 2) Maintain continuous communication with Party Chiefs and office personnel.

END OF SCOPE OF WORK

EXHIBIT B - "COST PROPOSAL"

EXHIBIT B - Approved Cost Proposal
CONTRACT No. 23-1002960 "I-10 Corridor Freight and Express Lane Project - Contract 2
Construction Management Services"

Consultant SYRUSA Engineering, Inc.

Contract No. 23-1002960

Date 1/24/2024

Direct Labor Classification/Title	Key Personal	Hours	Labor Rate Range		Average Hourly Rate	Total Direct Labor
			Low	High		
Project Manager	Gerardo DeSantos	7,464	140.00	150.00	\$145.00	\$1,082,280.00
Structure Representative	Faisal Zahlout	7,464	140.00	150.00	\$145.00	\$1,082,280.00
Resident Engineer	Jose Corona	7,464	140.00	150.00	\$145.00	\$1,082,280.00
Assistant Structure Rep (2A)		5,544	110.00	130.00	\$120.00	\$665,280.00
Assistant Resident Engineer (2A)		5,544	110.00	130.00	\$120.00	\$665,280.00
Assistant Structure Rep (2B)		5,544	110.00	130.00	\$120.00	\$665,280.00
Assistant Resident Engineer (2B)		0	110.00	130.00	\$120.00	\$0.00
Roadway Field Inspector*		38,880	96.00	106.00	\$101.00	\$3,926,880.00
Roadway Field Inspector* OT		11,664	144.00	159.00	\$151.50	\$1,767,096.00
Roadway Field Inspector* DT		2,500	192.00	212.00	\$202.00	\$505,000.00
Structure Field Inspector*		28,800	96.00	106.00	\$101.00	\$2,908,800.00
Structure Field Inspector* OT		10,080	144.00	159.00	\$151.50	\$1,527,120.00
Structure Field Inspector* DT		2,400	192.00	212.00	\$202.00	\$484,800.00
Electrical Inspector*		3,840	96.00	106.00	\$101.00	\$387,840.00
Electrical Inspector* OT		0	144.00	159.00	\$151.50	\$0.00
Electrical Inspector* DT		0	192.00	212.00	\$202.00	\$0.00
Toll System Engineer		0	110.00	120.00	\$115.00	\$0.00
Schedule Engineer		0	120.00	130.00	\$125.00	\$0.00
Utility Engineer		0	105.00	110.00	\$107.50	\$0.00
Office Engineer		6,000	55.00	75.00	\$65.00	\$390,000.00
Office Engineer Manager		4,560	60.00	80.00	\$70.00	\$319,200.00
Office Engineer Assistant		0	30.00	50.00	\$40.00	\$0.00
Roadway Inspector, Landscape*		3,360	96.00	106.00	\$101.00	\$339,360.00
Roadway Inspector, Landscape* OT		0	144.00	159.00	\$151.50	\$0.00
Roadway Inspector, Landscape* DT		0	192.00	212.00	\$202.00	\$0.00
Office Assistant/UAV/GC		2,520	55.00	65.00	\$60.00	\$151,200.00
Lead Electrical/ARE*		5,360	105.00	115.00	\$110.00	\$589,600.00
Lead Electrical/ARE* OT		0	157.50	172.50	\$165.00	\$0.00
Lead Electrical/ARE* DT		0	210.00	230.00	\$220.00	\$0.00
Senior Project Analyst		0	65.00	75.00	\$70.00	\$0.00
Assistant Project Analyst		0	45.00	55.00	\$50.00	\$0.00
Labor Compliance		0	45.00	55.00	\$50.00	\$0.00
SWPPP		0	95.00	120.00	\$107.50	\$0.00

Labor Costs

a) Subtotal Direct Labor Costs	\$ 18,539,576.00
b) Anticipated Salary Increases (see page 2 for sample)	\$ 1,498,079.11
c) TOTAL DIRECT LABOR COSTS [(a)+(b)]	\$ 20,037,655.11

Fringe Benefits

d) Fringe Benefits (Rate <u>40.180%</u> %)	e) Total Fringe Benefits [(c)x(d)]	\$ 8,051,129.82
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Indirect Costs

f) Overhead (Rate <u> </u> %)	g) Overhead [(c)x (f)]	\$ -
h) General and Administrative (Rate <u>60.580%</u> %)	i) Gen & Admin [(c) x (h)]	\$ 12,138,811.47
	j) Total Indirect Costs [(g)+(i)]	\$ 12,138,811.47

Fixed Fee (Profit)

n) (Rate <u>8.00%</u> %)	k) Fixed fee [(c) + (e) + (j)] x (n)	\$ 3,218,207.71
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Total Loaded Labor Costs

	43,445,804.11
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Other Direct Costs (ODC)

l) Travel/ Mileage Costs (supported by consultant actual costs)	\$ <u> </u>
m) Software / Equipment / Supplies (itemize)	\$ 768,000.00
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)	\$ 25,777,624.31

p) Total Other Direct Costs [(l) + (m) + (n) + (o)]	\$ 26,545,624.31
Total cost [(c) + (e) + (j) + (k) + (p)]	\$ 69,991,428.42

Notes:

- Employees subject to prevailing wage requirements to be marked with an *.

Attachment: 23-1002960 - Exhibit B - Cost Proposal (10456 : I-10 Corridor Freight & Express Lanes - Contract 2 Award for CM Services)

EXHIBIT B - Approved Cost Proposal
CONTRACT NO. 23-1002960 "I-10 Corridor Freight and Express Lane Project - Contract 2
Construction Management Services"

Item	Monthly Cost	Duration/30	
		Months	Total
Software : Headlight	\$0.00	42	\$0.00
Software : SharePoint	\$0.00	42	\$0.00
Office space TBD by SBCTA at later time	\$0.00	42	\$0.00
Office Equipment (copiers..etc)	\$0.00	42	\$0.00
Office Supplies	\$1,000.00	42	\$42,000.00
Safety gear (PPE)	\$0.00	42	\$0.00
ariel photography	\$1,000.00	36	\$36,000.00
Misc	\$0.00	42	\$0.00
Specialty Testing (CTM 547, 342, 233)	\$690,000.00	1	\$690,000.00
			<u>\$768,000.00</u>

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EXHIBIT B – Approved Cost Proposal
 CONTRACT NO. 23-1002960 “I-10 Corridor Freight and Express Lane Project – Contract 2
 Construction Management Services”

Subconsultant Summary				
Company	Hours	ODCs	Labor Cost	Sub Total
<i>SYRUSA Engineering</i>	<i>158,988.00</i>	<i>\$768,000.00</i>	<i>\$43,445,804.11</i>	<i>\$44,213,804.11</i>
<i>Subconsultants</i>				
Anser Advisory	12000	\$256,000.00	\$2,838,695.22	\$3,094,695.22
Arellano Associates	240	\$3,360.00	\$114,450.57	\$117,810.57
David Evans	6720	\$42,697.00	\$1,397,360.31	\$1,440,057.31
ECORP	3566	\$9,000.00	\$457,694.53	\$466,694.53
G3	2784	\$11,828.16	\$587,422.27	\$599,250.43
Gannet Fleming - Field	8600	\$55,440.00	\$2,804,845.22	\$2,860,285.22
Gannet Fleming -Toll	3600	\$5,000.00	\$1,919,035.27	\$1,924,035.27
Guida	27460	\$27,500.00	\$5,697,703.57	\$5,725,203.57
Mammoth	11640	\$0.00	\$2,270,181.47	\$2,270,181.47
Monument	240	\$2,060.00	\$53,044.22	\$55,104.22
PCS	480	\$567.00	\$184,903.74	\$185,470.74
Safework	960	\$5,791.00	\$196,823.96	\$202,614.96
Twining	22477	\$1,226,850.00	\$3,598,679.82	\$4,825,529.82
ZTC	3198	\$1,339,660.00	\$671,030.98	\$2,010,690.98
<i>Subconsultant - Subtotal</i>	<i>103965</i>	<i>\$2,985,753.16</i>	<i>\$22,791,871.15</i>	<i>\$25,777,624.31</i>
Contract Total	262,953.00	\$3,753,753.16	\$66,237,675.26	\$69,991,428.42

EXHIBIT B - Approved Cost Proposal
CONTRACT NO. 23-1002960 "I-10 Corridor Freight and Express Lane Project - Contract 2
Construction Management Services"

Consultant SYRUSA Engineering, Inc. Contract No. 23-1002960 Date 1/24/2024

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
\$ 18,539,576.00 /	158988	= \$ 116.61	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	\$ 116.61 +	4%	=	\$ 121.27	Year 2 Avg Hourly Rate
Year 2	\$ 121.27 +	4%	=	\$ 126.12	Year 3 Avg Hourly Rate
Year 3	\$ 126.12 +	4%	=	\$ 131.16	Year 4 Avg Hourly Rate
Year 4	\$ 131.16 +	4%	=	\$ 136.41	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	15.0% *	158988	= 23848.2	Estimated Hours Year 1
Year 2	25.0% *	158988	= 39747.0	Estimated Hours Year 2
Year 3	25.0% *	158988	= 39747.0	Estimated Hours Year 3
Year 4	20.0% *	158988	= 31797.6	Estimated Hours Year 4
Year 5	15.0% *	158988	= 23848.2	Estimated Hours Year 5
Total	100.0%	Total	= 158988	

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	\$ 116.61 *	23848.2	= \$ 2,780,938.60	Estimated Hours Year 1
Year 2	\$ 121.27 *	39747.0	= \$ 4,820,118.69	Estimated Hours Year 2
Year 3	\$ 126.12 *	39747.0	= \$ 5,012,891.64	Estimated Hours Year 3
Year 4	\$ 131.16 *	31797.6	= \$ 4,170,573.22	Estimated Hours Year 4
Year 5	\$ 136.41 *	23848.2	= \$ 3,253,132.96	Estimated Hours Year 5
Total Direct Labor Cost with Escalation =			\$ 20,037,655.11	
Direct Labor Subtotal before Escalation =			\$ 18,539,576.00	
Estimated Total of Direct Labor Salary Increase =			\$ 1,498,079.11	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
- Proposed escalation is 4% for each year of the project. If escalation rates increases, we will follow the US Bureau of Labor Statistics, Table 6, DIR escalation rates for future years.
- Estimated yearly percent completed from resource loaded schedule

Attachment: 23-1002960 - Exhibit B - Cost Proposal (10456 : I-10 Corridor Freight & Express Lanes - Contract 2 Award for CM Services)

EXHIBIT B - Approved Cost Proposal
 CONTRACT NO. 23-1002960 "I-10 Corridor Freight and Express Lane Project - Contract 2
 Construction Management Services

Contract: 23-1002960		Date: 1/24/2024		Detail Sheet																																			
Task Description			Consultant																																				
			SYRUSA Engineering, Inc.																																				
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	AA	AB	AC	AD	AE	AF	AG	AH	AH1	AI				
Row	WBS Number	Drawing or Item of Work - Titles	Project Manager	Structures Representative	Resident Engineer	Assistant (2A)	Assistant (2B)	Assistant (2C)	Assistant (2D)	Resident Inspektor	Resident Inspektor DT	Resident Inspektor DT	Resident Inspektor DT	Structures Inspektor	Structures Inspektor DT	Structures Inspektor DT	Electrical Inspektor	Electrical Inspektor DT	Electrical Inspektor DT	Tel System Engineer	Schedule Engineer	Utility Engineer	Office Engineer	Office Engineer Manager	Office Engineer Assistant	Resident Inspektor	Resident Inspektor DT	Resident Inspektor DT	Office Assistant	Lead Electrical	Lead DT	Lead DT	Labor Compliance	SMPP	SMPP	Total Hours			
1		Project Management	7,464.0	7,464.0	7,464.0	0.0																															\$ -	22,392.0	
2		Office work and field inspection	0.0		0.0	5,544.0	5,544.0	5,544.0	0.0											0.0	0.0	0.0															\$ -	27,872.0	
3		Office work	0.0																				6,000.0	4,560.0	0.0	3,360.0	0.0	0.0	2,520.0	5,360.0				0.0				\$ -	13,560.0
4		Field Inspection	0.0											38,880.0	11,664.0	2,500.0	28,800.0	10,080.0	2,400.0	3,840.0	0.0	0.0															\$ -	98,164.0	
5																																					\$ -	0.0	
6																																						\$ -	0.0
7																																					\$ -	0.0	
Total Hours			7,464.0	7,464.0	7,464.0	5,544.0	5,544.0	5,544.0	0.0	38,880.0	11,664.0	2,500.0	28,800.0	10,080.0	2,400.0	3,840.0	0.0	0.0	0.0	0.0	0.0	0.0	6,000.0	4,560.0	0.0	3,360.0	0.0	0.0	2,520.0	5,360.0					0.0			\$ -	158,988.0

Attachment: 23-1002960 - Exhibit B - Cost Proposal (10456 : I-10 Corridor Freight & Express Lanes -

EXHIBIT B - Approved Cost Proposal
 CONTRACT NO. 23-1002960 "I-10 Corridor Freight and Express Lane Project - Contract 2
 Construction Management Services"

Contract: 23-1002960		Plan: 17020792		Detail Sheet																																													
Task Description				Consultant																																													
B				SYRUSA Engineering, Inc.																																													
A	D	C		D1	D2	F1	G1	H1	H2	I1	I2	K1	L1	M1	N1	O1	P1	Q1	R1	S1	T1	U1	V1	W1	X1	Y1	Z1	AA1	AB1	AC1	AD1	AE1	AF1	AG1	AH1	AI1	AJ1	AK	AL	AM	AN	AO	AP						
Flow	WBS Number	Drawing or Item of Work - Title		Hourly Rate	Material	Equipment	Travel	Per Diem	Subcontract	Other	Other	Other	Other	Other	Other	Other	Other	Other	Other	Other	Other	Other	Other	Other	Other	Other	Other	Other	Other	Other	Other	Other	Other	Other	Other	Other	Other	Other	Other	Other	Other	Other	Other	Other	Other	Other	Other		
1		Field Measurement		1,000.00																																													
2		Utility work and field inspection		1,000.00																																													
3		Utility work		1,000.00																																													
4		Field inspection		1,000.00																																													
5				1,000.00																																													
6				1,000.00																																													
7				1,000.00																																													
Total Hours				1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	

Attachment: 23-1002960 - Exhibit B - Cost Proposal (10456 : I-10 Corridor Freight & Express Lanes -

EXHIBIT B - Approved Cost Proposal
CONTRACT NO. 23-1002960 "I-10 Corridor Freight and Express Lane Project - Contract 2
Construction Management Services

Consultant Anser Advisory Management

Contract No. 23-1002960

Date 1/24/2024

Direct Labor Classification/Title	Key Personal	Hours	Labor Rate Range		Average Hourly Rate	Total Direct Labor
			Low	High		
Assistant Resident Engineer		0	65.00	100.00	\$82.50	\$0.00
Lead Field Inspector (PW)		0	95.00	100.00	\$97.50	\$0.00
Field Inspector (ST) (PW)		7,200	91.27	97.29	\$94.28	\$678,816.00
Field Inspector (OT) (PW)		0	122.00	128.02	\$125.01	\$0.00
Field Inspector (DT) (PW)		0	151.73	157.75	\$154.74	\$0.00
Structures Inspector (ST) (PW)		4,800	91.27	97.29	\$94.28	\$452,544.00
StructuresInspector (OT) (PW)		0	122.00	128.02	\$125.01	\$0.00
Structures Inspector (DT) (PW)		0	151.73	157.75	\$154.74	\$0.00
Claims Support		0	95.00	110.00	\$102.50	\$0.00
Railroad Coordinator		0	65.00	110.00	\$87.50	\$0.00
Office Engineer		0	40.00	65.00	\$52.50	\$0.00

Labor Costs

a) Subtotal Direct Labor Costs	\$ 1,131,360.00
b) Anticipated Salary Increases (see page 2 for sample)	\$ 91,446.00
c) TOTAL DIRECT LABOR COSTS [(a)+(b)]	\$ 1,222,806.00

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)]	\$ 1,405,615.50
h) General and Administrative (Rate <u> </u> %)	i) Gen & Admin [(c) x (h)]	\$ -
	j) Total Indirect Costs [(g)+(i)]	\$ 1,405,615.50

Fixed Fee (Profit)

n) (Rate <u>8.00%</u> %)	k) Fixed fee [(c) + (e) + (j)] x (n)	\$ 210,273.72
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Total Loaded Labor Costs

2,838,695.22

Other Direct Costs (ODC)

l) Project Vehicle (not in ICR)	\$ 111,000.00
m) Equipment Rental and Supplies (itemize)	\$ 145,000.00
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)]	\$ 256,000.00
Total cost [(c) + (e) + (j) + (k) + (p)]	\$ 3,094,695.22

Notes:

- Employees subject to prevailing wage requirements to be marked with an *.

Attachment: 23-1002960 - Exhibit B - Cost Proposal (10456 : I-10 Corridor Freight & Express Lanes - Contract 2 Award for CM Services)

Form 348-10-H Cost Proposal
 Actual Cost- Plus-Fixed Fee or Lump Sum (Firm Fixed Price) Contracts
 EXHIBIT B - Approved Cost Proposal CONTRACT NO. 23-1002960 "I-10 Corridor Freight and Express Lane Project - Contract 2
 Construction Management Services"

Consultant Anser Advisory Management Contract No. 23-1002960 Date 1/24/2024

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
\$ 1,131,360.00		12000		\$ 94.28	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	=	Avg Hourly Rate	Year Avg Hourly Rate
Year 1 \$ 94.28		4%		\$ 98.05	Year 2 Avg Hourly Rate
Year 2 \$ 98.05		4%		\$ 101.97	Year 3 Avg Hourly Rate
Year 3 \$ 101.97		4%		\$ 106.05	Year 4 Avg Hourly Rate
Year 4 \$ 106.05		4%		\$ 110.29	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	Estimated Hours
Year 1 15.0%		12000		1800.0	Year 1
Year 2 25.0%		12000		3000.0	Year 2
Year 3 25.0%		12000		3000.0	Year 3
Year 4 20.0%		12000		2400.0	Year 4
Year 5 15.0%		12000		1800.0	Year 5
Total 100.0%		Total		12000	

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	Estimated Hours
Year 1 \$ 94.28		1800.0		\$ 169,704.00	Year 1
Year 2 \$ 98.05		3000.0		\$ 294,150.00	Year 2
Year 3 \$ 101.97		3000.0		\$ 305,910.00	Year 3
Year 4 \$ 106.05		2400.0		\$ 254,520.00	Year 4
Year 5 \$ 110.29		1800.0		\$ 198,522.00	Year 5
Total Direct Labor Cost with Escalation =				\$ 1,222,806.00	
Direct Labor Subtotal before Escalation =				\$ 1,131,360.00	
Estimated Total of Direct Labor Salary Increase =				\$ 91,446.00	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
- Proposed escalation is 4% for each year of the project. If escalation rates increases, we will follow the US Bureau of Labor Statistics, Table 6, DIR escalation rates for future years.
- Estimated yearly percent completed from resource loaded schedule

Attachment: 23-1002960 - Exhibit B - Cost Proposal (10456 : I-10 Corridor Freight & Express Lanes - Contract 2 Award for CM Services)

Contract: 23-1002960		Date: 1/24/2024		Detail Sheet																															
Task Description			Consultant																																
A	B	C	Anser Advisory Management																							Total									
			D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z		AA	AB	AC	AD	AE	AF	AG	AH	
Row	WBS Number	Drawing or Item of Work - Titles	Assistant Resident Engineer	Lead Field Inspector (PM)	Field Inspector (CI) (PM)	Field Inspector (CI) (PM)	Field Inspector (CI) (PM)	Structural Inspector (TI) (PM)	Structural Management or (CI) (PM)	Structural Inspector (TI) (PM)	Claims Support	Regional Coordinator	Office Engineer																						
1		Project Management																																	
2		Office work and field inspection																																	
3		Office work																																	
4		Field Inspection		7,200.0	0.0	0.0	4,800.0	0.0	0.0																										
5																																			
6																																			
7																																			
Total Hours			0.0	0.0	7,200.0	0.0	0.0	4,800.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	

Attachment: 23-1002960 - Exhibit B - Cost Proposal (10456 : I-10 Corridor Freight & Express Lanes -

EXHIBIT B - Approved Cost Proposal
 CONTRACT NO. 23-1002960 "I-10 Corridor Freight and Express Lane Project - Contract 2
 Construction Management Services"

Contract: 23-1002960		Date: 12/4/2024		Detail Sheet																																						
Task Description				Consultant																																						
0				Answer Advisory Management																																						
A	B	C		D1	E1	F1	G1	H1	I1	J1	K1	L1	M1	N1	O1	P1	Q1	R1	S1	T1	U1	V1	W1	X1	Y1	Z1	AA1	AB1	AC1	AD1	AE1	AF1	AG1	AH1	AI1	AJ1	AK1	AL1	AM1			
Row	WBS Number	Drawing or Item of Work - Titles		Senior Project Manager (PM)	Senior Project Manager (PM)	Senior Project Manager (PM)	Senior Project Manager (PM)	Senior Project Manager (PM)	Senior Project Manager (PM)	Senior Project Manager (PM)	Senior Project Manager (PM)	Senior Project Manager (PM)	Senior Project Manager (PM)	Senior Project Manager (PM)	Senior Project Manager (PM)	Senior Project Manager (PM)	Senior Project Manager (PM)	Senior Project Manager (PM)	Senior Project Manager (PM)	Senior Project Manager (PM)	Senior Project Manager (PM)	Senior Project Manager (PM)	Senior Project Manager (PM)	Senior Project Manager (PM)	Senior Project Manager (PM)	Senior Project Manager (PM)	Senior Project Manager (PM)	Senior Project Manager (PM)	Senior Project Manager (PM)	Senior Project Manager (PM)	Senior Project Manager (PM)	Senior Project Manager (PM)	Senior Project Manager (PM)	Senior Project Manager (PM)	Senior Project Manager (PM)	Senior Project Manager (PM)	Senior Project Manager (PM)	Senior Project Manager (PM)	Senior Project Manager (PM)			
1		Project Management		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
2		Office work and field inspection		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
3		Field Inspection		\$ -	\$ -	\$ 878,816.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
4		Field Inspection		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 402,544.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
5		Field Inspection		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
6		Field Inspection		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
7		Field Inspection		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
		Total Hours		\$ -	\$ -	\$ 878,816.00	\$ -	\$ -	\$ -	\$ 402,544.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
																																						\$ 1,131,989.00	\$ 1,200,498.32	\$ 194,548.07	\$ 2,628,496.99	\$ 2,838,695.22

Attachment: 23-1002960 - Exhibit B - Cost Proposal (10456 : I-10 Corridor Freight & Express Lanes -

EXHIBIT B - Approved Cost Proposal
CONTRACT NO. 23-1002960 "I-10 Corridor Freight and Express Lane Project - Contract 2
Construction Management Services"

Consultant Arellano Associates

Contract No. 23-1002960

Date 1/24/2024

Direct Labor Classification/Title	Key Personal	Hours	Labor Rate Range		Average Hourly Rate	Total Direct Labor
			Low	High		
Project Manager	Margaret Meadows	240	175.74	175.74	\$175.74	\$42,177.60
Deputy Project Manager		0	55.00	58.00	\$56.50	\$0.00
Senior Project Coordinator		0	40.00	51.00	\$45.50	\$0.00
Project Coordinator		0	31.00	40.00	\$35.50	\$0.00
Assistant Project Coordinator		0	24.00	28.00	\$26.00	\$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		\$	42,177.60
b) Anticipated Salary Increases (see page 2 for sample)		\$	3,409.92
	c) TOTAL DIRECT LABOR COSTS [(a)+(b)]	\$	45,587.52

Fringe Benefits

d) Fringe Benefits (Rate <u>0.000%</u> %)	e) Total Fringe Benefits [(c)x(d)]	\$	-
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Indirect Costs

f) Overhead (Rate <u>132.460%</u> %)	g) Overhead [(c)x (f)]	\$	60,385.23
h) General and Administrative (Rate <u>0.000%</u> %)	i) Gen & Admin [(c) x (h)]	\$	-
	j) Total Indirect Costs [(g)+(i)]	\$	60,385.23

Fixed Fee (Profit)

n) (Rate <u>8.00%</u> %)	k) Fixed fee [(c) + (e) + (j)] x (n)	\$	8,477.82
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Total Loaded Labor Costs

114,450.57

Other Direct Costs (ODC)

l) Travel/ Mileage Costs (supported by consultant actual costs)	\$		
m) Equipment Rental and Supplies (itemize)	\$	3,360.00	
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)]	\$	3,360.00
	Total cost [(c) + (e) + (j) + (k) + (p)]	\$	117,810.57

Notes:

- Employees subject to prevailing wage requirements to be marked with an *.

Attachment: 23-1002960 - Exhibit B - Cost Proposal (10456 : I-10 Corridor Freight & Express Lanes - Contract 2 Award for CM Services)

Form 348-10-H Cost Proposal
 Actual Cost- Plus-Fixed Fee or Lump Sum (Firm Fixed Price) Contracts
 EXHIBIT B - "I-10 Corridor Freight and Express Lane Project - Contract 2
 Construction Management Services"

Consultant Arellano Associates Contract No. 23-1002960 Date 1/24/2024

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
\$ 42,177.60 /	240 =	\$ 175.74	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 \$ 175.74 +	4%	=	\$ 182.77 Year 2 Avg Hourly Rate
Year 2 \$ 182.77 +	4%	=	\$ 190.08 Year 3 Avg Hourly Rate
Year 3 \$ 190.08 +	4%	=	\$ 197.68 Year 4 Avg Hourly Rate
Year 4 \$ 197.68 +	4%	=	\$ 205.59 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 15.0% *	240	=	36.0 Estimated Hours Year 1
Year 2 25.0% *	240	=	60.0 Estimated Hours Year 2
Year 3 25.0% *	240	=	60.0 Estimated Hours Year 3
Year 4 20.0% *	240	=	48.0 Estimated Hours Year 4
Year 5 15.0% *	240	=	36.0 Estimated Hours Year 5
Total 100.0%	Total	=	240

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 \$ 175.74 *	36.0	=	\$ 6,326.64 Estimated Hours Year 1
Year 2 \$ 182.77 *	60.0	=	\$ 10,966.20 Estimated Hours Year 2
Year 3 \$ 190.08 *	60.0	=	\$ 11,404.80 Estimated Hours Year 3
Year 4 \$ 197.68 *	48.0	=	\$ 9,488.64 Estimated Hours Year 4
Year 5 \$ 205.59 *	36.0	=	\$ 7,401.24 Estimated Hours Year 5
Total Direct Labor Cost with Escalation =		\$	45,587.52
Direct Labor Subtotal before Escalation =		\$	42,177.60
Estimated Total of Direct Labor Salary Increase =		\$	3,409.92 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
- Proposed escalation is 4% for each year of the project. If escalation rates increases, we will follow the US Bureau of Labor Statistics, Table 6, DIR escalation rates for future years.
- Estimated yearly percent completed from resource loaded schedule

Attachment: 23-1002960 - Exhibit B - Cost Proposal (10456 : I-10 Corridor Freight & Express Lanes - Contract 2 Award for CM Services)

EXHIBIT B - Approved Cost Proposal
 CONTRACT NO. 23-1002960 "I-10 Corridor Freight and Express Lane Project - Contract 2
 Construction Management Services"

Contract: 23-1002960		Date: 1/24/2024		Detail Sheet																																						
Task Description				Consultant																																						
0				Arellano Associates																																						
A	B	C		D1	E1	F1	G1	H1	I1	J1	K1	L1	M1	N1	O1	P1	Q1	R1	S1	T1	U1	V1	W1	X1	Y1	Z1	AA1	AB1	AC1	AD1	AE1	AF1	AG1	AH1	AI1	AJ	AK	AL	AM			
Row	WBS Number	Drawing or Item of Work - Titles		\$ 175.74	\$ 39.60	\$ 45.50	\$ 35.50	\$ 20.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
1		Project Management		\$ 42,177.60	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
2		Office work and field inspection		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
3		Office work		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
4		Field Inspection		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
5				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
6				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
7				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
Total Hours				\$ 42,177.60	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
				\$ 42,177.60	#####	\$ 7,843.68	\$ 105,889.73	\$ 114,459.57																									\$ 42,177.60	#####	\$ 7,843.68	\$ 105,889.73	\$ 114,459.57					

Attachment: 23-1002960 - Exhibit B - Cost Proposal (10456 : I-10 Corridor Freight & Express Lanes -

EXHIBIT B - Approved Cost Proposal
CONTRACT NO. 23-1002960 "I-10 Corridor Freight and Express Lane Project - Contract 2
Construction Management Services"

Consultant David Evans and Associates, Inc.

Contract No. 23-1002960

Date 1/24/2024

Direct Labor Classification/Title	Key Personal	Hours	Labor Rate Range		Average Hourly Rate	Total Direct Labor
			Low	High		
Landscape Inspection		6,220	54.00	74.00	\$64.00	\$398,080.00
Irrigation Inspection		300	54.00	74.00	\$64.00	\$19,200.00
Landscape Architect		200	54.00	74.00	\$64.00	\$12,800.00
		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

Labor Costs

a) Subtotal Direct Labor Costs	\$ 430,080.00
b) Anticipated Salary Increases (see page 2 for sample)	\$ 34,765.92
c) TOTAL DIRECT LABOR COSTS [(a)+(b)]	\$ 464,845.92

Fringe Benefits

d) Fringe Benefits (Rate <u>59.420%</u> %)	e) Total Fringe Benefits [(c)x(d)]	\$ 276,211.45
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Indirect Costs

f) Overhead (Rate <u>118.920%</u> %)	g) Overhead [(c)x (f)]	\$ 552,794.77
h) General and Administrative (Rate <u> </u> %)	i) Gen & Admin [(c) x (h)]	\$ -
	j) Total Indirect Costs [(g)+(i)]	\$ 552,794.77

Fixed Fee (Profit)

n) (Rate <u>8.00%</u> %)	k) Fixed fee [(c) + (e) + (j)] x (n)	\$ 103,508.17
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Total Loaded Labor Costs

1,397,360.31

Other Direct Costs (ODC)

l) Travel/ Mileage Costs (supported by consultant actual costs)	\$ <u> </u>
m) Equipment Rental and Supplies (itemize)	\$ 42,697.00
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> </u>
p) Total Other Direct Costs [(l) + (m) + (n) + (o)]	\$ 42,697.00
Total cost [(c) + (e) + (j) + (k) + (p)]	\$ 1,440,057.31

Notes:

- Employees subject to prevailing wage requirements to be marked with an *.

Attachment: 23-1002960 - Exhibit B - Cost Proposal (10456 : I-10 Corridor Freight & Express Lanes - Contract 2 Award for CM Services)

Form 348-10-H Cost Proposal
 Actual Cost- Plus-Fixed Fee or Lump Sum (Firm Fixed Price) Contracts
 EXHIBIT B - Approved Cost Proposal
 CONTRACT NO. 23-1002960 "I-10 Corridor Freight and Express Lane Project - Contract 2 Construction Management Services "

Consultant David Evans and Associates, Inc. Contract No. 23-1002960 Date 1/24/2024

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
\$ 430,080.00		6720		\$ 64.00	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 \$ 64.00		4%		\$ 66.56	Year 2 Avg Hourly Rate
Year 2 \$ 66.56		4%		\$ 69.22	Year 3 Avg Hourly Rate
Year 3 \$ 69.22		4%		\$ 71.99	Year 4 Avg Hourly Rate
Year 4 \$ 71.99		4%		\$ 74.87	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 15.0%		6720		1008.0	Estimated Hours Year 1
Year 2 25.0%		6720		1680.0	Estimated Hours Year 2
Year 3 25.0%		6720		1680.0	Estimated Hours Year 3
Year 4 20.0%		6720		1344.0	Estimated Hours Year 4
Year 5 15.0%		6720		1008.0	Estimated Hours Year 5
Total 100.0%		Total		6720	

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 \$ 64.00		1008.0		\$ 64,512.00	Estimated Hours Year 1
Year 2 \$ 66.56		1680.0		\$ 111,820.80	Estimated Hours Year 2
Year 3 \$ 69.22		1680.0		\$ 116,289.60	Estimated Hours Year 3
Year 4 \$ 71.99		1344.0		\$ 96,754.56	Estimated Hours Year 4
Year 5 \$ 74.87		1008.0		\$ 75,468.96	Estimated Hours Year 5
				Total Direct Labor Cost with Escalation =	\$ 464,845.92
				Direct Labor Subtotal before Escalation =	\$ 430,080.00
				Estimated Total of Direct Labor Salary Increase =	\$ 34,765.92

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
- Proposed escalation is 4% for each year of the project. If escalation rates increases, we will follow the US Bureau of Labor Statistics, Table 6, DIR escalation rates for future years.
- Estimated yearly percent completed from resource loaded schedule

Attachment: 23-1002960 - Exhibit B - Cost Proposal (10456 : I-10 Corridor Freight & Express Lanes - Contract 2 Award for CM Services)

Contract: 23-1002960		Date: 1/24/2024		Detail Sheet																															
Task Description			Consultant																							Total									
Landscape Architecture / Landscape and Irrigation Observation / Inspection			David Evans and Associates, Inc.																																
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	AA	AB	AC	AD	AE	AF	AG	AH	AI	
Row	WBS Number	Drawing or Item of Work - Titles	Landscape Irrigation	Landscape Architecture																															
1		Landscape and Irrigation Observation / Inspection	6,220.0	300.0	200.0																														
2																																			
3																																			
4																																			
5																																			
6																																			
Total Hours			6,220.0	300.0	200.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	

Attachment: 23-1002960 - Exhibit B - Cost Proposal (10456 : I-10 Corridor Freight & Express Lanes -

EXHIBIT B - Approved Cost Proposal
CONTRACT NO. 23-1002960 "I-10 Corridor Freight and Express Lane Project - Contract 2
Construction Management Services"

Consultant ECORP Consulting, Inc.

Contract No. 23-1002960

Date 1/24/2024

Direct Labor Classification/Title	Key Personal	Hours	Labor Rate Range		Average Hourly Rate	Total Direct Labor
			Low	High		
Senior I	Josh Corona-Bennett	50	46.64	46.64	\$46.64	\$2,332.00
Staff III	Carley Adams	80	39.52	39.52	\$39.52	\$3,161.60
Senior IV	Jesus "Freddie" Olmos	10	62.87	62.87	\$62.87	\$628.70
Senior III	Seth Myers	21	55.53	55.53	\$55.53	\$1,166.13
Staff III	Bryce "Adam" Schroder	116	39.27	39.27	\$39.27	\$4,555.32
Staff III	Lauren Simpson	710	43.28	43.28	\$43.28	\$30,728.80
Senior I	Sonia Sifuentes	5	48.56	48.56	\$48.56	\$242.80
Senior III	Scott Taylor	10	50.00	50.00	\$50.00	\$500.00
Senior II	Christine Tischer	425	48.20	48.20	\$48.20	\$20,485.00
Principal III		4	82.10	92.54	\$87.32	\$349.28
Senior IV		0	58.34	67.16	\$62.75	\$0.00
Senior III		0	52.79	58.33	\$55.56	\$0.00
Senior II		6	48.62	52.78	\$50.70	\$304.20
Senior I		60	44.45	48.61	\$46.53	\$2,791.80
Staff III		420	36.60	44.44	\$40.52	\$17,018.40
Staff II		281	34.16	36.59	\$35.38	\$9,941.78
Staff I		191	32.94	34.15	\$33.55	\$6,408.05
Associate III		416	30.50	32.93	\$31.72	\$13,195.52
Associate II		0	28.06	30.49	\$29.28	\$0.00
Associate I		274	25.62	28.05	\$26.84	\$7,354.16
Assistant III		370	24.40	25.61	\$25.01	\$9,253.70
Assistant II		0	23.18	24.39	\$23.79	\$0.00
Assistant I		0	20.74	23.17	\$21.96	\$0.00
GIS Specialist III		4	45.84	55.00	\$50.42	\$201.68
GIS Specialist II		88	38.89	45.83	\$42.36	\$3,727.68
GIS Specialist I		0	29.27	38.89	\$34.08	\$0.00
Publications Specialist I		25	24.39	33.33	\$28.86	\$721.50
		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	\$ 135,068.10
b) Anticipated Salary Increases (see page 2 for sample)	\$ 10,956.03
c) TOTAL DIRECT LABOR COSTS [(a)+(b)]	\$ 146,024.13

Fringe Benefits

d) Fringe Benefits (Rate 60.640% %)	e) Total Fringe Benefits [(c)x(d)]	\$ 88,549.03
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Indirect Costs

f) Overhead (Rate 41.200% %)	g) Overhead [(c)x (f)]	\$ 60,161.94
h) General and Administrative (Rate 88.380% %)	i) Gen & Admin [(c) x (h)]	\$ 129,056.13
	j) Total Indirect Costs [(g)+(i)]	\$ 189,218.07

Fixed Fee (Profit)

n) (Rate 8.00% %)	k) Fixed fee [(c) + (e) + (j)] x (n)	\$ 33,903.30
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Total Loaded Labor Costs

	\$ 457,694.53
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Other Direct Costs (ODC)

l) Travel/ Mileage Costs (supported by consultant actual costs)	\$ 9,000.00
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)]	\$ 9,000.00
Total cost [(c) + (e) + (j) + (k) + (p)]	\$ 466,694.53

Notes:

- Employees subject to prevailing wage requirements to be marked with an *.

Attachment: 23-1002960 - Exhibit B - Cost Proposal (10456 : I-10 Corridor Freight & Express Lanes - Contract 2 Award for CM Services)

Form 348-10-H Cost Proposal
 Actual Cost- Plus-Fixed Fee or Lump Sum (Firm Fixed Price) Contracts
 EXHIBIT B - Approved Cost Proposal
 CONTRACT NO. 23-1002960 "I-10 Corridor Freight and Express Lane Project - Contract 2 Construction Management Services"

Consultant ECORP Consulting, Inc. Contract No. 23-1002960 Date 1/24/2024

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
\$ 135,068.10	3566	= \$ 37.88	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 2 Avg Hourly Rate
Year 1 \$ 37.88 +	4%	=	\$ 39.40
Year 2 \$ 39.40 +	4%	=	\$ 40.98
Year 3 \$ 40.98 +	4%	=	\$ 42.62
Year 4 \$ 42.62 +	4%	=	\$ 44.32
			Year 3 Avg Hourly Rate
			Year 4 Avg Hourly Rate
			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 15.0% *	3566	= 534.9	Estimated Hours Year 1
Year 2 25.0% *	3566	= 891.5	Estimated Hours Year 2
Year 3 25.0% *	3566	= 891.5	Estimated Hours Year 3
Year 4 20.0% *	3566	= 713.2	Estimated Hours Year 4
Year 5 15.0% *	3566	= 534.9	Estimated Hours Year 5
Total 100.0%	Total	= 3566	

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 \$ 37.88 *	534.9	= \$ 20,262.01	Estimated Hours Year 1
Year 2 \$ 39.40 *	891.5	= \$ 35,125.10	Estimated Hours Year 2
Year 3 \$ 40.98 *	891.5	= \$ 36,533.67	Estimated Hours Year 3
Year 4 \$ 42.62 *	713.2	= \$ 30,396.58	Estimated Hours Year 4
Year 5 \$ 44.32 *	534.9	= \$ 23,706.77	Estimated Hours Year 5
	Total Direct Labor Cost with Escalation =	\$ 146,024.13	
	Direct Labor Subtotal before Escalation =	\$ 135,068.10	
	Estimated Total of Direct Labor Salary Increase =	\$ 10,956.03	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
- Proposed escalation is 4% for each year of the project. If escalation rates increases, we will follow the US Bureau of Labor Statistics, Table 6, DIR escalation rates for future years.
- Estimated yearly percent completed from resource loaded schedule

Attachment: 23-1002960 - Exhibit B - Cost Proposal (10456 : I-10 Corridor Freight & Express Lanes - Contract 2 Award for CM Services)

Contract: 23-1002960		Date: 1/24/2024		Detail Sheet																															
Task Description				Consultant																						Production Approach		Total							
				ECORP Consulting, Inc.																															
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	AA	AB	AC	AD	AE	AF	AG	AH	AI	
Row	WBS Number	Drawing or Item of Work - Titles	Senior I	Senior II	Senior IV	Senior III	Senior III	Senior III	Senior I	Senior III	Senior II	Principal III	Senior IV	Senior III	Senior II	Senior I	Senior III	Senior II	Staff I	Associate III	Associate II	Associate I	Assistant III	Assistant II	Assistant I	Assistant I	Off Specialist III	Off Specialist II	Off Specialist I	Production Approach					
1																																			
2	BIO	Biological Monitoring	50.0	80.0			116.0	710.0		10.0	425.0				6.0		400.0	276.0		416.0		274.0	370.0					88.0		20.0					
3			24-Jan-24																																
4	CULTURAL	Cultural Monitoring							5.0																										
5	CULTURAL	Cultural Report/Comments															15.0	20.0																	
6																																			
7	PALEO	Paleontological Monitoring																																	
8	PALEO	Paleontological Monitoring Report										4.0					20.0	25.0									4.0			5.0					
9						10.0	21.0																												
10	AGNE	General Mitigation Compliance & Assistance																																	
11																																			
12																																			
13																																			
		Total Hours	50.0	80.0	10.0	21.0	116.0	710.0	5.0	10.0	425.0	4.0	0.0	0.0	6.0	60.0	420.0	281.0	191.0	416.0	0.0	274.0	370.0	0.0	0.0	4.0	88.0	0.0	25.0	0.0	0.0	0.0	0.0	0.0	

Attachment: 23-1002960 - Exhibit B - Cost Proposal (10456 : I-10 Corridor Freight & Express Lanes -

EXHIBIT B - Approved Cost Proposal
 CONTRACT NO. 23-1002960 "I-10 Corridor Freight and Express Lane Project - Contract 2
 Construction Management Services"

Contract: 23-1002960		Date: 1/24/2024		Detail Sheet																																						
Task Description				Consultant																																						
0				ECORP Consulting, Inc.																																						
A	B	C		D1	E1	F1	G1	H1	I1	J1	K1	L1	M1	N1	O1	P1	Q1	R1	S1	T1	U1	V1	W1	X1	Y1	Z1	AA1	AB1	AC1	AD1	AE1	AF1	AG1	AH1	AI1	AJ	AK	AL	AM			
Row	WBS Number	Drawing or Item of Work - Titles		\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$			
1																																										
2	BIO	Biodiversity Monitoring		\$ 2,332.00	\$ 3,161.00	\$ -	\$ -	\$ 4,555.32	\$ 30,728.80	\$ -	\$ 500.00	\$ 20,485.00	\$ -	\$ -	\$ -	\$ 304.20	\$ -	\$ 16,208.00	\$ 9,764.88	\$ -	\$ 11,195.52	\$ -	\$ 7,354.16	\$ 9,253.70	\$ -	\$ -	\$ -	\$ -	\$ 3,727.68	\$ -	\$ 577.20	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3				45315																																						
4	CULTURA	Cultural Monitoring		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
5	CULTURA	Cultural Report/Comments		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
6				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
7	PALEO	Paleontological Monitoring		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
8	PALEO	Paleontological Monitoring Report		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
9				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
10	AGNE	General Mitigation Coordination & Assistance		\$ -	\$ -	\$ -	\$ -	\$ 1,166.13	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
11				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
12				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
Total Hours				\$ 2,332.00	\$ 3,161.00	\$ 628.70	\$ 1,166.13	\$ 4,555.32	\$ 30,728.80	\$ 242.80	\$ 500.00	\$ 20,485.00	\$ 348.28	\$ -	\$ -	\$ 304.20	\$ 2,791.80	\$ 17,918.40	\$ 9,941.78	\$ 6,408.85	\$ 13,195.52	\$ -	\$ 7,354.16	\$ 9,253.70	\$ -	\$ -	\$ -	\$ 201.68	\$ 3,727.68	\$ -	\$ 721.50	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
				\$139,068.10	\$ 226,926.54	\$31,359.57	\$ 423,354.21	\$ 487,694.																																		

Attachment: 23-1002960 - Exhibit B - Cost Proposal (10456 : I-10 Corridor Freight & Express Lanes -

EXHIBIT B - Approved Cost Proposal
CONTRACT NO. 23-1002960 "I-10 Corridor Freight and Express Lane Project - Contract 2
Construction Management Services"

Consultant G3 Quality, Inc.

Contract No. 23-1002960

Date 1/24/2024

Direct Labor Classification/Title	Key Personal	Hours	Labor Rate Range		Average Hourly Rate	Total Direct Labor
			Low	High		
Quality Assurance Materials Testing		0	130.00	150.00	\$140.00	\$0.00
Materials Tester - Group 1		0	54.68	58.68	\$56.68	\$0.00
Inspector/Materials Tester - Group 2		0	56.46	60.46	\$58.46	\$0.00
Special Inspector NDT - Group 3		0	58.46	62.46	\$60.46	\$0.00
Field Inspector PW*		1,920	64.46	70.46	\$67.46	\$129,523.20
Field Inspector PW*OT		672	96.69	105.69	\$101.19	\$67,999.68
Field Inspector PW*DT		192	128.92	140.92	\$134.92	\$25,904.64
		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	\$ 223,427.52
b) Anticipated Salary Increases (see page 2 for sample)	\$ 18,052.46
c) TOTAL DIRECT LABOR COSTS [(a)+(b)]	\$ 241,479.98

Fringe Benefits

d) Fringe Benefits (Rate <u>67.800%</u> %)	\$ 163,723.43
e) Total Fringe Benefits [(c)x(d)]	\$ 163,723.43

Indirect Costs

f) Overhead (Rate <u>57.440%</u> %)	\$ 138,706.10
g) Overhead [(c)x (f)]	\$ -
h) General and Administrative (Rate <u> </u> %)	\$ -
i) Gen & Admin [(c) x (h)]	\$ -
j) Total Indirect Costs [(g)+(i)]	\$ 138,706.10

Fixed Fee (Profit)

n) (Rate <u>8.00%</u> %)	\$ 43,512.76
k) Fixed fee [(c) + (e) + (j)] x (n)	\$ 43,512.76

Total Loaded Labor Costs

587,422.27

Other Direct Costs (ODC)

l) Travel/ Mileage Costs (supported by consultant actual costs)	\$ -
m) Equipment Rental and Supplies (itemize) - (SEE ATTACHED)	\$ 1,808.16
n) Other direct costs - Misc	\$ 10,020.00
o) Subconsultant Costs (attach detailed cost proposal in same format as prime consultant estimate for each subconsultant)	\$ -

Laboratory Testing (Attachment A billed per test)	\$ 11,828.16
p) Total Other Direct Costs [(l) + (m) + (n) + (o)]	\$ 11,828.16
Total cost [(c) + (e) + (j) + (k) + (p)]	\$ 599,250.43

Notes:

- Employees subject to prevailing wage requirements to be marked with an *.

Attachment: 23-1002960 - Exhibit B - Cost Proposal (10456 : I-10 Corridor Freight & Express Lanes - Contract 2 Award for CM Services)

EXHIBIT B - Approved Cost Proposal
CONTRACT NO. 23-1002960 "I-10 Corridor Freight and Express Lane Project - Contract 2
Construction Management Services"

Other Direct Costs (ODC)

Soils / HMA Density Gauge, per hour	\$10.00
Concrete / Asphalt Coring Equipment, per day	\$647.91
Pavement Inertial Profiling Truck, per hour	\$262.28
Magnetic Imaging Technology Scanner, per hour	\$233.38
Onsite Mobile Laboratory, per calendar day	\$525.67
Field Truck, per day	<u>\$128.92</u>

Attachment: 23-1002960 - Exhibit B - Cost Proposal (10456 : I-10 Corridor Freight & Express Lanes - Contract 2 Award for CM Services)

Form 348-10-H Cost Proposal
 Actual Cost- Plus-Fixed Fee or Lump Sum (Firm Fixed Price) Contracts
 EXHIBIT B - Approved Cost Proposal
 CONTRACT NO. 23-1002960 "I-10 Corridor Freight and Express Lane Project - Contract 2 Construction Management Services"

Consultant G3 Quality, Inc. Contract No. 23-1002960 Date 1/24/2024

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
\$ 223,427.52	/	2784	=	\$ 80.25	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	=	Escalated Rate	Year Avg Hourly Rate
Year 1 \$ 80.25	+	4%	=	\$ 83.46	Year 2 Avg Hourly Rate
Year 2 \$ 83.46	+	4%	=	\$ 86.80	Year 3 Avg Hourly Rate
Year 3 \$ 86.80	+	4%	=	\$ 90.27	Year 4 Avg Hourly Rate
Year 4 \$ 90.27	+	4%	=	\$ 93.88	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	Estimated Hours
Year 1 15.0%	*	2784	=	417.6	Estimated Hours Year 1
Year 2 25.0%	*	2784	=	696.0	Estimated Hours Year 2
Year 3 25.0%	*	2784	=	696.0	Estimated Hours Year 3
Year 4 20.0%	*	2784	=	556.8	Estimated Hours Year 4
Year 5 15.0%	*	2784	=	417.6	Estimated Hours Year 5
Total 100.0%		Total	=	2784	

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	Estimated Hours
Year 1 \$ 80.25	*	417.6	=	\$ 33,512.40	Estimated Hours Year 1
Year 2 \$ 83.46	*	696.0	=	\$ 58,088.16	Estimated Hours Year 2
Year 3 \$ 86.80	*	696.0	=	\$ 60,412.80	Estimated Hours Year 3
Year 4 \$ 90.27	*	556.8	=	\$ 50,262.34	Estimated Hours Year 4
Year 5 \$ 93.88	*	417.6	=	\$ 39,204.29	Estimated Hours Year 5
Total Direct Labor Cost with Escalation =				\$ 241,479.98	
Direct Labor Subtotal before Escalation =				\$ 223,427.52	
Estimated Total of Direct Labor Salary Increase =				\$ 18,052.46	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
- Proposed escalation is 4% for each year of the project. If escalation rates increases, we will follow the US Bureau of Labor Statistics, Table 6, DIR escalation rates for future years.
- Estimated yearly percent completed from resource loaded schedule

Attachment: 23-1002960 - Exhibit B - Cost Proposal (10456 : I-10 Corridor Freight & Express Lanes - Contract 2 Award for CM Services)

Contract: 23-1002960		Date: 1/24/2024		Detail Sheet																																
Task Description			Consultant																							Total										
A	B	C	G3 Quality, Inc.																							Total										
			D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z		AA	AB	AC	AD	AE	AF	AG	AH		
Row	WBS Number	Drawing or Item of Work - Titles	Quantity Assigned to Project Manager	Material Tester - Group 1	Inspector-Materials 1 (Group 2)	Special Inspector 1001 - Group 3	Field Inspector	Field Inspector Proj 01	Field Inspector Proj 01																											
1	Field		0.0	0.0	0.0	0.0	1,920.0	672.0	192.0																											
2																																				
3																																				
4																																				
5																																				
6																																				
Total Hours			0.0	0.0	0.0	0.0	1,920.0	672.0	192.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		

Attachment: 23-1002960 - Exhibit B - Cost Proposal (10456 : I-10 Corridor Freight & Express Lanes -

EXHIBIT B - Approved Cost Proposal
 CONTRACT NO. 23-1002960 "I-10 Corridor Freight and Express Lane Project - Contract 2
 Construction Management Services"

Contract: 23-1002960		Date: 1/24/2024		Detail Sheet																																			
Task Description				Consultant																																			
0				G3 Quality, Inc.																																			
A	B	C		D1	E1	F1	G1	H1	I1	J1	K1	L1	M1	N1	O1	P1	Q1	R1	S1	T1	U1	V1	W1	X1	Y1	Z1	AA1	AB1	AC1	AD1	AE1	AF1	AG1	AH1	AI1	AJ	AK	AL	AM
Row	HSR Number	Drawing or Item of Work - Titles		\$ 140.00	\$ 50.88	\$ 58.48	\$ 60.48	\$ 97.46	\$ 101.19	\$ 134.92	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
				Professional Services	Professional Services	Professional Services	Professional Services	Professional Services	Professional Services	Professional Services	Professional Services	Professional Services	Professional Services	Professional Services	Professional Services	Professional Services	Professional Services	Professional Services	Professional Services	Professional Services	Professional Services	Professional Services	Professional Services	Professional Services	Professional Services	Professional Services	Professional Services	Professional Services	Professional Services	Professional Services	Professional Services	Professional Services	Professional Services	Professional Services	Professional Services	Professional Services	Professional Services	Professional Services	
1	Field			\$ -	\$ -	\$ -	\$ -	\$ 129,923.20	\$ 67,999.68	\$ 25,904.64	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Total Hours				\$ -	\$ -	\$ -	\$ -	\$ 129,923.20	\$ 67,999.68	\$ 25,904.64	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
																												Direct Labor Total	Overhead Cost	Fee	Total Labor Costs	Escalate Total Lab Cost							
																												#####	\$ 279,620.63	#####	\$ 543,508.00	\$ 597,422							

Attachment: 23-1002960 - Exhibit B - Cost Proposal (10456 : I-10 Corridor Freight & Express Lanes -

EXHIBIT B - Approved Cost Proposal
CONTRACT NO. 23-1002960 "I-10 Corridor Freight and Express Lane Project - Contract 2
Construction Management Services"

Consultant Gannett Fleming, Inc.

Contract No. 23-1002960

Date 1/24/2024

Direct Labor Classification/Title	Key Personal	Hours	Labor Rate Range		Average Hourly Rate	Total Direct Labor
			Low	High		
ARE/Lead RE		6,720	111.00	141.00	\$126.00	\$846,720.00
SWPPP Coordinator		1,880	95.00	120.00	\$107.50	\$202,100.00
Structures Representative		0	95.00	145.00	\$120.00	\$0.00
*Roadway Inspector		0	78.00	114.00	\$96.00	\$0.00
*Structures Inspector		0	91.00	117.00	\$104.00	\$0.00
MOT Lead		0	115.00	145.00	\$130.00	\$0.00
Scheduler		0	100.00	127.00	\$113.50	\$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
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00

Labor Costs

a) Subtotal Direct Labor Costs		\$	<u>\$1,048,820.00</u>
b) Anticipated Salary Increases (see page 2 for sample)		\$	<u>84,844.90</u>
	c) TOTAL DIRECT LABOR COSTS [(a)+(b)]	\$	<u>1,133,664.90</u>

Fringe Benefits

d) Fringe Benefits (Rate <u>52.576%</u> %)	e) Total Fringe Benefits [(c)x(d)]	\$	<u>596,035.66</u>
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Indirect Costs

f) Overhead (Rate <u>76.511%</u> %)	g) Overhead [(c)x (f)]	\$	<u>867,378.35</u>
h) General and Administrative (Rate <u> </u> %)	i) Gen & Admin [(c) x (h)]	\$	<u>-</u>
	j) Total Indirect Costs [(g)+(i)]	\$	<u>867,378.35</u>

Fixed Fee (Profit)

n) (Rate <u>8.00%</u> %)	k) Fixed fee [(c) + (e) + (j)] x (n)	\$	<u>207,766.31</u>
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Total Loaded Labor Costs

			<u>2,804,845.22</u>
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Other Direct Costs (ODC)

l) Travel/ Mileage Costs (supported by consultant actual costs) @.66 per mile		\$	<u>55,440.00</u>
m) Equipment Rental and Supplies (itemize) (company vehicle each, per month cost)		\$	<u>-</u>
n) Permit Fees (itemize), Plan sheets (each), Test Holes (each, Etc.)		\$	<u>-</u>
o) FCCM (billed as an Other Direct Cost based on the sum of actual hourly rates (AHR) of each employee (Emp) and the number of monthly hours billed (MHB) multiplied by the FCCM) @.07		\$	<u>-</u>
	p) Total Other Direct Costs [(l) + (m) + (n) + (o)]	\$	<u>55,440.00</u>
	Total cost [(c) + (e) + (j) + (k) + (p)]	\$	<u>2,860,285.22</u>

Notes:

- Employees subject to prevailing wage requirements to be marked with an *.

Attachment: 23-1002960 - Exhibit B - Cost Proposal (10456 : I-10 Corridor Freight & Express Lanes - Contract 2 Award for CM Services)

Form 348-10-H Cost Proposal
 Actual Cost- Plus-Fixed Fee or Lump Sum (Firm Fixed Price) Contracts
 EXHIBIT B - Approved Cost Proposal
 CONTRACT NO. 23-1002960 "I-10 Corridor Freight and Express Lane Project - Contract 2 Construction Management Services"

Consultant Gannett Fleming, Inc. Contract No. 23-1002960 Date 1/24/2024

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
\$ 1,048,820.00		8600		\$ 121.96	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 2 Avg Hourly Rate
Year 1 \$ 121.96		4%		Year 2 Avg Hourly Rate
Year 2 \$ 126.84		4%		Year 3 Avg Hourly Rate
Year 3 \$ 131.91		4%		Year 4 Avg Hourly Rate
Year 4 \$ 137.19		4%		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 15.0%		8600		1290.0	Estimated Hours Year 1
Year 2 25.0%		8600		2150.0	Estimated Hours Year 2
Year 3 25.0%		8600		2150.0	Estimated Hours Year 3
Year 4 20.0%		8600		1720.0	Estimated Hours Year 4
Year 5 15.0%		8600		1290.0	Estimated Hours Year 5
Total 100.0%		Total		8600	

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 \$ 121.96		1290.0		\$ 157,328.40	Estimated Hours Year 1
Year 2 \$ 126.84		2150.0		\$ 272,706.00	Estimated Hours Year 2
Year 3 \$ 131.91		2150.0		\$ 283,606.50	Estimated Hours Year 3
Year 4 \$ 137.19		1720.0		\$ 235,966.80	Estimated Hours Year 4
Year 5 \$ 142.68		1290.0		\$ 184,057.20	Estimated Hours Year 5
Total Direct Labor Cost with Escalation =				\$ 1,133,664.90	
Direct Labor Subtotal before Escalation =				\$ 1,048,820.00	
Estimated Total of Direct Labor Salary Increase =				\$ 84,844.90	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
- Proposed escalation is 4% for each year of the project. If escalation rates increases, we will follow the US Bureau of Labor Statistics, Table 6, DIR escalation rates for future years.
- Estimated yearly percent completed from resource loaded schedule

Attachment: 23-1002960 - Exhibit B - Cost Proposal (10456 : I-10 Corridor Freight & Express Lanes - Contract 2 Award for CM Services)

Contract: 23-1002960		Date: 1/24/2024		Detail Sheet																														
Task Description			Consultant																							Total Hours								
			Gannett Fleming, Inc.																															
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	AA	AB	AC	AD	AE	AF	AG	AH	AI
Row	WBS Number	Drawing or Item of Work - Titles	Architect/EE	Senior Construction	Structures Representative	Residential Inspector	Structures Inspector	MOT Lead	Scheduler																									
1	Field		6,720.0	1,880.0																														
2																																		
3																																		
4																																		
5																																		
6																																		
Total Hours			6,720.0	1,880.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	

Attachment: 23-1002960 - Exhibit B - Cost Proposal (10456 : I-10 Corridor Freight & Express Lanes -

EXHIBIT B - Approved Cost Proposal
 CONTRACT NO. 23-1002960 "I-10 Corridor Freight and Express Lane Project - Contract 2
 Construction Management Services"

Contract: 23-1002960		Date: 1/24/2024		Detail Sheet																																			
Task Description				Consultant																																			
0				Gannett Fleming, Inc.																																			
A	B	C		D1	E1	F1	G1	H1	I1	J1	K1	L1	M1	N1	O1	P1	Q1	R1	S1	T1	U1	V1	W1	X1	Y1	Z1	AA1	AB1	AC1	AD1	AE1	AF1	AG1	AH1	AI1	AJ1	AK	AL	AM
Row	WBS Number	Drawing or Item of Work - Titles		\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
1	Field	Architectural		\$ 120.00	\$ 107.50	\$ 120.00	\$ 96.00	\$ 104.00	\$ 130.00	\$ 113.00	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	
2				\$ 846,720.00	\$ 202,100.00	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	
3				\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	
4				\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	
5				\$ 846,720.00	\$ 202,100.00	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	
Total Hours				\$ 846,720.00	\$ 202,100.00	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	
						Direct Labor Total		Overhead Cost		Fee		Total Labor Costs		Escalated Total Labor Cost																									
						\$ 1,048,820.00		\$ 1,353,889.27		\$ 192,216.82		\$ 2,094,926.10		\$ 2,094,926.10																									

EXHIBIT B - Approved Cost Proposal
CONTRACT NO. 23-1002960 "I-10 Corridor Freight and Express Lane Project - Contract 2
Construction Management Services"

Consultant Gannett Fleming, Inc.

Contract No. 23-1002960

Date 1/24/2024

Direct Labor Classification/Title	Key Personal	Hours	Labor Rate Range		Average Hourly Rate	Total Direct Labor
			Low	High		
Tolling QA/QC		3,600	160.20	203.00	\$181.60	\$653,760.00
Caltrans SME		0	175.40	222.00	\$198.70	\$0.00
Toll/ITS Technical SME		0	72.50	92.00	\$82.25	\$0.00
Tolling/ITS Project Coordination		0	109.80	139.00	\$124.40	\$0.00
Toll/ITS Manager		0	104.60	133.00	\$118.80	\$0.00
Toll/ITS SME		0	51.00	65.00	\$58.00	\$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
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00
		0			\$0.00	\$0.00

Labor Costs

a) Subtotal Direct Labor Costs		\$	\$653,760.00
b) Anticipated Salary Increases (see page 2 for sample)		\$	52,839.00
	c) TOTAL DIRECT LABOR COSTS [(a)+(b)]	\$	<u>706,599.00</u>

Fringe Benefits

d) Fringe Benefits (Rate <u>52.576%</u> %)	e) Total Fringe Benefits [(c)x(d)]	\$	<u>371,501.49</u>
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Indirect Costs

f) Overhead (Rate <u>98.894%</u> %)	g) Overhead [(c)x (f)]	\$	<u>698,784.02</u>
h) General and Administrative (Rate <u> </u> %)	i) Gen & Admin [(c) x (h)]	\$	<u>-</u>
	j) Total Indirect Costs [(g)+(i)]	\$	<u>698,784.02</u>

Fixed Fee (Profit)

n) (Rate <u>8.00%</u> %)	k) Fixed fee [(c) + (e) + (j)] x (n)	\$	<u>142,150.76</u>
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Total Loaded Labor Costs

			<u>1,919,035.27</u>
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Other Direct Costs (ODC)

l) Travel/ Mileage Costs (supported by consultant actual costs) @.66 per mile	\$	<u>5,000.00</u>	
m) Equipment Rental and Supplies (itemize) (company vehicle each, per month cost)	\$	<u>-</u>	
n) Permit Fees (itemize), Plan sheets (each), Test Holes (each, Etc.	\$	<u>-</u>	
o) FCCM (billed as an Other Direct Cost based on the sum of actual hourly rates (AHR) of each employee (Emp) and the number of monthly hours billed (MHB) multiplied by the FCCM) @.22	\$	<u>-</u>	
	p) Total Other Direct Costs [(l) + (m) + (n) + (o)]	\$	<u>5,000.00</u>
	Total cost [(c) + (e) + (j) + (k) + (p)]	\$	<u>1,924,035.27</u>

Notes:

- Employees subject to prevailing wage requirements to be marked with an *.

Attachment: 23-1002960 - Exhibit B - Cost Proposal (10456 - I-10 Corridor Freight & Express Lanes - Contract 2 Award for CM Services)

Form 348-10-H Cost Proposal
 Actual Cost- Plus-Fixed Fee or Lump Sum (Firm Fixed Price) Contracts
 EXHIBIT B - Approved Cost Proposal
 CONTRACT NO. 23-1002960 "I-10 Corridor Freight and Express Lane Project - Contract 2 Construction Management Services"

Consultant Gannett Fleming, Inc. Contract No. 23-1002960 Date 1/24/2024

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
\$ 653,760.00	/	3600	=	\$ 181.60	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	=	Avg Hourly Rate	Year Avg Hourly Rate
Year 1 \$ 181.60	+	4%	=	\$ 188.86	Year 2 Avg Hourly Rate
Year 2 \$ 188.86	+	4%	=	\$ 196.41	Year 3 Avg Hourly Rate
Year 3 \$ 196.41	+	4%	=	\$ 204.27	Year 4 Avg Hourly Rate
Year 4 \$ 204.27	+	4%	=	\$ 212.44	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	Estimated Hours
Year 1 15.0%	*	3600	=	540.0	Year 1
Year 2 25.0%	*	3600	=	900.0	Year 2
Year 3 25.0%	*	3600	=	900.0	Year 3
Year 4 20.0%	*	3600	=	720.0	Year 4
Year 5 15.0%	*	3600	=	540.0	Year 5
Total 100.0%		Total	=	3600	

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	Estimated Hours
Year 1 \$ 181.60	*	540.0	=	\$ 98,064.00	Year 1
Year 2 \$ 188.86	*	900.0	=	\$ 169,974.00	Year 2
Year 3 \$ 196.41	*	900.0	=	\$ 176,769.00	Year 3
Year 4 \$ 204.27	*	720.0	=	\$ 147,074.40	Year 4
Year 5 \$ 212.44	*	540.0	=	\$ 114,717.60	Year 5
Total Direct Labor Cost with Escalation =				\$ 706,599.00	
Direct Labor Subtotal before Escalation =				\$ 653,760.00	
Estimated Total of Direct Labor Salary Increase =				\$ 52,839.00	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
- Proposed escalation is 4% for each year of the project. If escalation rates increases, we will follow the US Bureau of Labor Statistics, Table 6, DIR escalation rates for future years.
- Estimated yearly percent completed from resource loaded schedule

Attachment: 23-1002960 - Exhibit B - Cost Proposal (10456 : I-10 Corridor Freight & Express Lanes - Contract 2 Award for CM Services)

Contract: 23-1002960		Date: 1/24/2024		Detail Sheet																															
Task Description			Consultant																																
			Gannett Fleming, Inc.																																
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	AA	AB	AC	AD	AE	AF	AG	AH	AI	
Row	WBS Number	Drawing or Item of Work - Titles	Tolling OADOC	California S&E	Toll/ITS Technical S&E	Engineering/Program/Construction	Toll/ITS Manager	Toll/ITS S&E																											Total Hours
1	Field		3,600.0																																
2																																			
3																																			
4																																			
5																																			
6																																			
Total Hours			3,600.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	

Attachment: 23-1002960 - Exhibit B - Cost Proposal (10456 : I-10 Corridor Freight & Express Lanes -

EXHIBIT B - Approved Cost Proposal
CONTRACT NO. 23-1002960 "I-10 Corridor Freight and Express Lane Project - Contract 2
Construction Management Services"

Consultant Guida Surveying, Inc

Contract No. 23-1002960

Date 1/24/2024

Direct Labor Classification/Title	Key Personal	Hours	Labor Rate Range		Average Hourly Rate	Total Direct Labor
			Low	High		
Survey Principal	Survey Principal	80	90.00	105.00	\$97.50	\$7,800.00
Survey Manager	Survey Manager	180	85.00	105.00	\$95.00	\$17,100.00
Senior Project Surveyor/PLS	Senior Project Surveyor/PLS	1,600	60.00	80.00	\$70.00	\$112,000.00
Project Surveyor/PLS	Project Surveyor/PLS	80	50.00	70.00	\$60.00	\$4,800.00
Senior Survey Analyst	Senior Survey Analyst	80	40.00	60.00	\$50.00	\$4,000.00
Survey Analyst	Survey Analyst	320	40.00	55.00	\$47.50	\$15,200.00
Survey Technician	Survey Technician	0	25.00	45.00	\$35.00	\$0.00
Survey Intern	Survey Intern	0	25.00	35.00	\$30.00	\$0.00
Survey Admin/Clerical	Survey Admin/Clerical	160	30.00	40.00	\$35.00	\$5,600.00
*PLS Party Chief	*PLS Party Chief	6,240	71.26	71.26	\$71.26	\$444,662.40
*Certified Party Chief	*Certified Party Chief	3,120	63.56	63.56	\$63.56	\$198,307.20
*Party Chief	*Party Chief	3,120	61.51	61.51	\$61.51	\$191,911.20
*Chainman	*Chainman	9,360	55.28	55.28	\$55.28	\$517,420.80
*Apprentice Chainman	*Apprentice Chainman	3,120	24.88	44.22	\$34.55	\$107,796.00

Labor Costs

a) Subtotal Direct Labor Costs	\$ 1,626,597.60
b) Anticipated Salary Increases (see page 2 for sample)	\$ 150,613.60
c) TOTAL DIRECT LABOR COSTS [(a)+(b)]	\$ 1,777,211.20

Fringe Benefits

d) Fringe Benefits (Rate <u>85.460%</u> %)	e) Total Fringe Benefits [(c)x(d)]	\$ 1,518,804.69
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Indirect Costs

f) Overhead (Rate <u>111.390%</u> %)	g) Overhead [(c)x (f)]	\$ 1,979,635.56
h) General and Administrative (Rate <u>0.000%</u> %)	i) Gen & Admin [(c) x (h)]	\$ -
	j) Total Indirect Costs [(g)+(i)]	\$ 1,979,635.56

Fixed Fee (Profit)

n) (Rate <u>8.00%</u> %)	k) Fixed fee [(c) + (e) + (j)] x (n)	\$ 422,052.12
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Total Loaded Labor Costs

	5,697,703.57
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Other Direct Costs (ODC)

l) Travel/ Mileage Costs (supported by consultant actual costs) @.66	\$ 27,500.00
m) Facilities Capitol Cost Of Money (FCCM) .0122%	\$ -
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)]	\$ 27,500.00
Total cost [(c) + (e) + (j)] + (k) + (p)]	\$ 5,725,203.57

Notes:

- Employees subject to prevailing wage requirements to be marked with an *.

Attachment: 23-1002960 - Exhibit B - Cost Proposal (10456 : I-10 Corridor Freight & Express Lanes - Contract 2 Award for CM Services)

Form 348-10-H Cost Proposal
 Actual Cost- Plus-Fixed Fee or Lump Sum (Firm Fixed Price) Contracts
 EXHIBIT B - Approved Cost Proposal
 CONTRACT NO. 23-1002960 "I-10 Corridor Freight and Express Lane Project - Contract 2 Construction Management Services"

Consultant Guida Surveying, Inc Contract No. 23-1002960 Date 1/24/2024

1. Calculate average hourly rate for 1st year of contract (Direct Labor Subtotal divided by total hours)

Direct Labor <u>Subtotal</u> Per Cost Proposal	/	Total Hours cost Proposal	=	Avg Hourly Rate	5year Contract Duration
\$ 1,626,597.60		27460		\$ 59.24	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	\$ 59.24	+	4%	=	\$ 61.61	Year 2 Avg Hourly Rate
Year 2	\$ 61.61	+	4%	=	\$ 64.07	Year 3 Avg Hourly Rate
Year 3	\$ 64.07	+	4%	=	\$ 66.63	Year 4 Avg Hourly Rate
Year 4	\$ 66.63	+	4%	=	\$ 69.30	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	15.0%	*	27460	=	4119.0	Estimated Hours Year 1
Year 2	25.0%	*	27460	=	6865.0	Estimated Hours Year 2
Year 3	25.0%	*	27460	=	6865.0	Estimated Hours Year 3
Year 4	20.0%	*	27460	=	5492.0	Estimated Hours Year 4
Year 5	16.0%	*	27460	=	4393.6	Estimated Hours Year 5
Total	101.0%		Total	=	27734.6	

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	\$ 59.24	*	4119.0	=	\$ 244,009.56	Estimated Hours Year 1
Year 2	\$ 61.61	*	6865.0	=	\$ 422,952.65	Estimated Hours Year 2
Year 3	\$ 64.07	*	6865.0	=	\$ 439,840.55	Estimated Hours Year 3
Year 4	\$ 66.63	*	5492.0	=	\$ 365,931.96	Estimated Hours Year 4
Year 5	\$ 69.30	*	4393.6	=	\$ 304,476.48	Estimated Hours Year 5
			Total Direct Labor Cost with Escalation =		\$ 1,777,211.20	
			Direct Labor Subtotal before Escalation =		\$ 1,626,597.60	
			Estimated Total of Direct Labor Salary Increase =		\$ 150,613.60	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
- Proposed escalation is 4% for each year of the project. If escalation rates increases, we will follow the US Bureau of Labor Statistics, Table 6, DIR escalation rates for future years.
- Estimated yearly percent completed from resource loaded schedule

Attachment: 23-1002960 - Exhibit B - Cost Proposal (10456 : I-10 Corridor Freight & Express Lanes - Contract 2 Award for CM Services)

Contract: 23-1002960		Date: 1/24/2024		Detail Sheet																															
Task Description			Consultant																								Total								
A	B	C	Guide Surveying, Inc																								Total								
			D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	AA		AB	AC	AD	AE	AF	AG	AH	
Row	WBS Number	Drawing or Item of Work - Titles	Survey Principal	Survey Manager	Senior Project Surveyors	Project Surveyors	Senior Survey Analysts	Survey Analysts	Survey Technicians	Survey Interns	Survey Assistant	"P&S" Survey Chief	Contract Party Chief	"Party Chief	Chairman	Agreement Chairman																			
1			80.0	180.0	1,600.0	80.0	80.0	320.0				160.0	6,240.0	3,120.0	3,120.0	9,360.0	3,120.0																		
2																																			
3																																			
4																																			
5																																			
6																																			
Total Hours			80.0	180.0	1,600.0	80.0	80.0	320.0	0.0	0.0	160.0	6,240.0	3,120.0	3,120.0	9,360.0	3,120.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	

Attachment: 23-1002960 - Exhibit B - Cost Proposal (10456 : I-10 Corridor Freight & Express Lanes -

EXHIBIT B - Approved Cost Proposal
CONTRACT NO. 23-1002960 "I-10 Corridor Freight and Express Lane Project - Contract 2
Construction Management Services"

Consultant Mammoth Associates, LLC

Contract No. 23-1002960

Date 1/24/2024

Direct Labor Classification/Title	Key Personal	Hours	Labor Rate Range		Average Hourly Rate	Total Direct Labor
			Low	High		
Office Engineer		4,800	59.00	79.00	\$69.00	\$331,200.00
Document Control		0	44.00	66.00	\$55.00	\$0.00
Scheduler 1		0	45.00	65.00	\$55.00	\$0.00
Scheduler 2		0	65.00	85.00	\$75.00	\$0.00
Scheduler 3		3,360	82.00	102.00	\$92.00	\$309,120.00
Project Controls 1		0	45.00	65.00	\$55.00	\$0.00
Project Controls 2		0	65.00	85.00	\$75.00	\$0.00
Project Controls 3		0	82.00	102.00	\$92.00	\$0.00
Project Controls Manager		0	92.00	112.00	\$102.00	\$0.00
Estimator 2		0	75.00	95.00	\$85.00	\$0.00
Estimator 3		0	94.00	114.00	\$104.00	\$0.00
Labor Compliance		3,480	60.00	80.00	\$70.00	\$243,600.00
		0			\$0.00	\$0.00

Labor Costs

a) Subtotal Direct Labor Costs		\$	\$883,920.00
b) Anticipated Salary Increases (see page 2 for sample)		\$	71,543.58
c) TOTAL DIRECT LABOR COSTS [(a)+(b)]		\$	<u>955,463.58</u>

Fringe Benefits

d) Fringe Benefits (Rate <u> </u> %)	e) Total Fringe Benefits [(c)x(d)]	\$	<u> -</u>
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Indirect Costs

f) Overhead (Rate <u>120.000%</u> %)	g) Overhead [(c)x (f)]	\$	1,146,556.30
h) General and Administrative (Rate <u> </u> %)	i) Gen & Admin [(c) x (h)]	\$	<u> -</u>
	j) Total Indirect Costs [(g)+(i)]	\$	<u>1,146,556.30</u>

Fixed Fee (Profit)

n) (Rate <u>8.00%</u> %)	k) Fixed fee [(c) + (e) + (j)] x (n)	\$	<u>168,161.59</u>
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Total Loaded Labor Costs

2,270,181.47

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> -</u>
p) Total Other Direct Costs [(l) + (m) + (n) + (o)]	\$	<u> -</u>
Total cost [(c) + (e) + (j) + (k) + (p)]	\$	<u>2,270,181.47</u>

Notes:

- Employees subject to prevailing wage requirements to be marked with an *.

Attachment: 23-1002960 - Exhibit B - Cost Proposal (10456 : I-10 Corridor Freight & Express Lanes - Contract 2 Award for CM Services)

Form 348-10-H Cost Proposal
 Actual Cost- Plus-Fixed Fee or Lump Sum (Firm Fixed Price) Contracts
 EXHIBIT B - Approved Cost Proposal
 CONTRACT NO. 23-1002960 "I-10 Corridor Freight and Express Lane Project - Contract 2 Construction Management Services"

Consultant Mammoth Associates, LLC Contract No. 23-1002960 Date 1/24/2024

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
\$ 883,920.00		11640		\$ 75.94	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 \$ 75.94		4%		\$ 78.98	Year 2 Avg Hourly Rate
Year 2 \$ 78.98		4%		\$ 82.14	Year 3 Avg Hourly Rate
Year 3 \$ 82.14		4%		\$ 85.43	Year 4 Avg Hourly Rate
Year 4 \$ 85.43		4%		\$ 88.85	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 15.0%		11640		1746.0	Estimated Hours Year 1
Year 2 25.0%		11640		2910.0	Estimated Hours Year 2
Year 3 25.0%		11640		2910.0	Estimated Hours Year 3
Year 4 20.0%		11640		2328.0	Estimated Hours Year 4
Year 5 15.0%		11640		1746.0	Estimated Hours Year 5
Total 100.0%		Total		11640	

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 \$ 75.94		1746.0		\$ 132,591.24	Estimated Hours Year 1
Year 2 \$ 78.98		2910.0		\$ 229,831.80	Estimated Hours Year 2
Year 3 \$ 82.14		2910.0		\$ 239,027.40	Estimated Hours Year 3
Year 4 \$ 85.43		2328.0		\$ 198,881.04	Estimated Hours Year 4
Year 5 \$ 88.85		1746.0		\$ 155,132.10	Estimated Hours Year 5
Total Direct Labor Cost with Escalation =				\$ 955,463.58	
Direct Labor Subtotal before Escalation =				\$ 883,920.00	
Estimated Total of Direct Labor Salary Increase =				\$ 71,543.58	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
- Proposed escalation is 4% for each year of the project. If escalation rates increases, we will follow the US Bureau of Labor Statistics, Table 6, DIR escalation rates for future years.
- Estimated yearly percent completed from resource loaded schedule

Attachment: 23-1002960 - Exhibit B - Cost Proposal (10456 : I-10 Corridor Freight & Express Lanes - Contract 2 Award for CM Services)

Contract: 23-1002960		Date: 1/24/2024		Detail Sheet																														
Task Description			Consultant																															
			Mammoth Associates, LLC																															
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	AA	AB	AC	AD	AE	AF	AG	AH	AI
Row	WBS Number	Drawing or Item of Work - Titles	Office Engineer	Document Control	Scheduler 1	Scheduler 2	Scheduler 3	Project Controls 1	Project Controls 2	Project Controls 3	Project Controls 4	Project Controls 5	Estimator 2	Estimator 3	Labor Compensation																			Total
1	Office and Field		4,800.0	0.0	0.0	0.0	3,360.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	3,480.0																			11
2																																		
3																																		
4																																		
5																																		
6																																		
Total Hours			4,800.0	0.0	0.0	0.0	3,360.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	3,480.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

Attachment: 23-1002960 - Exhibit B - Cost Proposal (10456 : I-10 Corridor Freight & Express Lanes -

EXHIBIT B - Approved Cost Proposal
 CONTRACT NO. 23-1002960 "I-10 Corridor Freight and Express Lane Project - Contract 2
 Construction Management Services"

Contract: 23-1002960		Date: 1/24/2024		Detail Sheet																																			
Task Description				Consultant																																			
0				Mammoth Associates, LLC																																			
A	B	C		D1	E1	F1	G1	H1	I1	J1	K1	L1	M1	N1	O1	P1	Q1	R1	S1	T1	U1	V1	W1	X1	Y1	Z1	AA1	AB1	AC1	AD1	AE1	AF1	AG1	AH1	AJ1	AJ	AK	AL	AM
Row	WBS Number	Drawing or Item of Work - Titles		\$ 69.00	\$ 55.00	\$ 55.00	\$ 75.00	\$ 90.00	\$ 55.00	\$ 75.00	\$ 90.00	\$ 100.00	\$ 85.00	\$ 104.00	\$ 70.00	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	720.00%	8.00%		
				Office Engineer	Project Architect	Schedule 1	Schedule 2	Schedule 3	Project Controls	Project Controls	Project Controls	Project Controls	Schedule 2	Schedule 3	Compliance																								
1		Office and Field		\$11,200.00	\$ -	\$ -	\$ -	\$ 309,120.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 243,600.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
3				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Hours				\$331,200.00	\$ -	\$ -	\$ -	\$ 309,120.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 243,600.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
				\$883,920.00	\$ -	\$ -	\$ -	\$ 1,060,754.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 155,569.92	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
				\$2,100,193.92	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
				\$2,270,181.47	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Attachment: 23-1002960 - Exhibit B - Cost Proposal (10456 : I-10 Corridor Freight & Express Lanes -

EXHIBIT B - Approved Cost Proposal
CONTRACT NO. 23-1002960 "I-10 Corridor Freight and Express Lane Project - Contract 2
Construction Management Services"

Consultant Monument

Contract No. 23-1002960

Date 1/24/2024

Direct Labor Classification/Title	Key Personal	Hours	Labor Rate Range		Average Hourly Rate	Total Direct Labor
			Low	High		
R/W Project Manager	Kim Bibolet	240	85.21	90.00	\$87.61	\$21,026.40
		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
		0			\$0.00	\$0.00

Labor Costs

a) Subtotal Direct Labor Costs		\$ 21,026.40
b) Anticipated Salary Increases (see page 2 for sample)		\$ 1,698.36
c) TOTAL DIRECT LABOR COSTS [(a)+(b)]		\$ 22,724.76

Fringe Benefits

d) Fringe Benefits (Rate <u>43.920%</u> %)	e) Total Fringe Benefits [(c)x(d)]	\$ 9,980.71
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Indirect Costs

f) Overhead (Rate <u>72.210%</u> %)	g) Overhead [(c)x (f)]	\$ 16,409.55
h) General and Administrative (Rate <u> </u> %)	i) Gen & Admin [(c) x (h)]	\$ -
	j) Total Indirect Costs [(g)+(i)]	\$ 16,409.55

Fixed Fee (Profit)

n) (Rate <u>8.00%</u> %)	k) Fixed fee [(c) + (e) + (j)] x (n)	\$ 3,929.20
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Total Loaded Labor Costs

53,044.22

Other Direct Costs (ODC)

l) Travel/ Mileage Costs (supported by consultant actual costs)	\$ 500.00
m) Equipment Rental and Supplies (itemize)	\$ 1,560.00
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)]	\$ 2,060.00
Total cost [(c) + (e) + (j) + (k) + (p)]	\$ 55,104.22

Notes:

- Employees subject to prevailing wage requirements to be marked with an *.

Attachment: 23-1002960 - Exhibit B - Cost Proposal (10456 : I-10 Corridor Freight & Express Lanes - Contract 2 Award for CM Services)

Form 348-10-H Cost Proposal
 Actual Cost- Plus-Fixed Fee or Lump Sum (Firm Fixed Price) Contracts
 EXHIBIT B - Approved Cost Proposal
 CONTRACT NO. 23-1002960 "I-10 Corridor Freight and Express Lane Project - Contract 2 Construction Management Services"

Consultant Monument Contract No. 23-1002960 Date 1/24/2024

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
\$ 21,026.40	/ 240	= \$ 87.61	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	Avg Hourly Rate
Year 1 \$ 87.61	+ 4%	=	\$ 91.11 Year 2 Avg Hourly Rate
Year 2 \$ 91.11	+ 4%	=	\$ 94.75 Year 3 Avg Hourly Rate
Year 3 \$ 94.75	+ 4%	=	\$ 98.54 Year 4 Avg Hourly Rate
Year 4 \$ 98.54	+ 4%	=	\$ 102.48 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	Estimated Hours
Year 1 15.0% *	240	= 36.0	Estimated Hours Year 1
Year 2 25.0% *	240	= 60.0	Estimated Hours Year 2
Year 3 25.0% *	240	= 60.0	Estimated Hours Year 3
Year 4 20.0% *	240	= 48.0	Estimated Hours Year 4
Year 5 15.0% *	240	= 36.0	Estimated Hours Year 5
Total 100.0%	Total	= 240	

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	Estimated Hours
Year 1 \$ 87.61 *	36.0	= \$ 3,153.96	Estimated Hours Year 1
Year 2 \$ 91.11 *	60.0	= \$ 5,466.60	Estimated Hours Year 2
Year 3 \$ 94.75 *	60.0	= \$ 5,685.00	Estimated Hours Year 3
Year 4 \$ 98.54 *	48.0	= \$ 4,729.92	Estimated Hours Year 4
Year 5 \$ 102.48 *	36.0	= \$ 3,689.28	Estimated Hours Year 5
Total Direct Labor Cost with Escalation =		\$ 22,724.76	
Direct Labor Subtotal before Escalation =		\$ 21,026.40	
Estimated Total of Direct Labor Salary Increase =		\$ 1,698.36	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
- Proposed escalation is 4% for each year of the project. If escalation rates increases, we will follow the US Bureau of Labor Statistics, Table 6, DIR escalation rates for future years.
- Estimated yearly percent completed from resource loaded schedule

Attachment: 23-1002960 - Exhibit B - Cost Proposal (10456 : I-10 Corridor Freight & Express Lanes - Contract 2 Award for CM Services)

Contract: 23-1002960		Date: 1/24/2024		Detail Sheet																																
Task Description			Consultant																																	
			Monument																																	
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	AA	AB	AC	AD	AE	AF	AG	AH	AI		
Row	WBS Number	Drawing or Item of Work - Titles	Reference Frequency Rate																									Total								
1		office and field	240.0																																	
2																																				
3																																				
4																																				
5																																				
6																																				
Total Hours			240.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	

Attachment: 23-1002960 - Exhibit B - Cost Proposal (10456 : I-10 Corridor Freight & Express Lanes -

EXHIBIT B - Approved Cost Proposal
 CONTRACT NO. "I-10 Corridor Freight and Express Lane Project - Contract 2
 Construction Management Services"

Contract: 23-1002960		Date: 1/24/2024		Detail Sheet																																				
Task Description				Consultant																																				
Q				Monument																																				
A	B	C		D1	E1	F1	G1	H1	I1	J1	K1	L1	M1	N1	O1	P1	Q1	R1	S1	T1	U1	V1	W1	X1	Y1	Z1	AA1	AB1	AC1	AD1	AE1	AF1	AG1	AH1	AI1	AJ	AK	AL	AM	
Row	WBS Number	Drawing or Item of Work - Titles		\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
1		office and field		\$ 21,026.40	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
2				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Total Hours				\$ 21,026.40	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
				\$ 21,026.40	#####	\$ 3,635.55	#####	\$ 53,044.22																						#####	\$ 53,044.22									

Attachment: 23-1002960 - Exhibit B - Cost Proposal (10456 : I-10 Corridor Freight & Express Lanes -

EXHIBIT B - Approved Cost Proposal
CONTRACT NO. 23-1002960 "I-10 Corridor Freight and Express Lane Project - Contract 2
Construction Management Services"

Consultant PCSIinfra, Inc

Contract No. 23-1002960

Date 1/24/2024

Direct Labor Classification/Title	Key Personal	Hours	Labor Rate Range		Average Hourly Rate	Total Direct Labor
			Low	High		
Principle/Estimator III	Christian Peich, Brendon Finney	480	140.00	160.00	\$150.00	\$72,000.00
Estimator II		0	120.00	140.00	\$130.00	\$0.00
Estimator I		0	90.00	110.00	\$100.00	\$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		\$	72,000.00
b) Anticipated Salary Increases (see page 2 for sample)		\$	5,821.44
	c) TOTAL DIRECT LABOR COSTS [(a)+(b)]	\$	77,821.44

Fringe Benefits

d) Fringe Benefits (Rate <u>0.000%</u> %)	e) Total Fringe Benefits [(c)x(d)]	\$	-
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Indirect Costs

f) Overhead (Rate <u>120.000%</u> %)	g) Overhead [(c)x (f)]	\$	93,385.73
h) General and Administrative (Rate <u> </u> %)	i) Gen & Admin [(c) x (h)]	\$	-
	j) Total Indirect Costs [(g)+(i)]	\$	93,385.73

Fixed Fee (Profit)

n) (Rate <u>8.00%</u> %)	k) Fixed fee [(c) + (e) + (j)] x (n)	\$	13,696.57
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Total Loaded Labor Costs

184,903.74

Other Direct Costs (ODC)

l) Travel/ Mileage Costs (supported by consultant actual costs)	\$		
m) Equipment Rental and Supplies (itemize)	\$	567.00	
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)]	\$	567.00
	Total cost [(c) + (e) + (j) + (k) + (p)]	\$	185,470.74

Notes:

- Employees subject to prevailing wage requirements to be marked with an *.

Attachment: 23-1002960 - Exhibit B - Cost Proposal (10456 : I-10 Corridor Freight & Express Lanes - Contract 2 Award for CM Services)

Form 348-10-H Cost Proposal
 Actual Cost- Plus-Fixed Fee or Lump Sum (Firm Fixed Price) Contracts
 EXHIBIT B - Approved Cost Proposal
 CONTRACT NO. 23-1002960 "I-10 Corridor Freight and Express Lane Project - Contract 2 Construction Management Services"

Consultant PCSIinfra, Inc Contract No. 23-1002960 Date 1/24/2024

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
\$ 72,000.00	/	480	=	\$ 150.00	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	=	Avg Hourly Rate	Year Avg Hourly Rate
Year 1 \$ 150.00	+	4%	=	\$ 156.00	Year 2 Avg Hourly Rate
Year 2 \$ 156.00	+	4%	=	\$ 162.24	Year 3 Avg Hourly Rate
Year 3 \$ 162.24	+	4%	=	\$ 168.73	Year 4 Avg Hourly Rate
Year 4 \$ 168.73	+	4%	=	\$ 175.48	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	Estimated Hours
Year 1 15.0%	*	480	=	72.0	Estimated Hours Year 1
Year 2 25.0%	*	480	=	120.0	Estimated Hours Year 2
Year 3 25.0%	*	480	=	120.0	Estimated Hours Year 3
Year 4 20.0%	*	480	=	96.0	Estimated Hours Year 4
Year 5 15.0%	*	480	=	72.0	Estimated Hours Year 5
Total 100.0%		Total	=	480	

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	Estimated Hours
Year 1 \$ 150.00	*	72.0	=	\$ 10,800.00	Estimated Hours Year 1
Year 2 \$ 156.00	*	120.0	=	\$ 18,720.00	Estimated Hours Year 2
Year 3 \$ 162.24	*	120.0	=	\$ 19,468.80	Estimated Hours Year 3
Year 4 \$ 168.73	*	96.0	=	\$ 16,198.08	Estimated Hours Year 4
Year 5 \$ 175.48	*	72.0	=	\$ 12,634.56	Estimated Hours Year 5
			Total Direct Labor Cost with Escalation =	\$ 77,821.44	
			Direct Labor Subtotal before Escalation =	\$ 72,000.00	
			Estimated Total of Direct Labor Salary Increase =	\$ 5,821.44	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
- Proposed escalation is 4% for each year of the project. If escalation rates increases, we will follow the US Bureau of Labor Statistics, Table 6, DIR escalation rates for future years.
- Estimated yearly percent completed from resource loaded schedule

Attachment: 23-1002960 - Exhibit B - Cost Proposal (10456 : I-10 Corridor Freight & Express Lanes - Contract 2 Award for CM Services)

Contract: 23-1002960		Date: 1/24/2024		Detail Sheet																															
Task Description			Consultant																																
			PCSI/Infra, Inc																																
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	AA	AB	AC	AD	AE	AF	AG	AH	AI	
Row	WBS Number	Drawing or Item of Work - Titles	Professional Estimate	Estimator B	Estimator I																														Total
1	Office and Field		480.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
2			0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
3			0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
4			0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
5			0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
6			0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Total Hours			480.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	

Attachment: 23-1002960 - Exhibit B - Cost Proposal (10456 : I-10 Corridor Freight & Express Lanes -

EXHIBIT B - Approved Cost Proposal
CONTRACT NO. 23-1002960 "I-10 Corridor Freight and Express Lane Project - Contract 2
Construction Management Services"

Consultant Safework, Inc.

Contract No. 23-1002960

Date 1/24/2024

Direct Labor Classification/Title	Key Personal	Hours	Labor Rate Range		Average Hourly Rate	Total Direct Labor
			Low	High		
Safety Manager		960	65.00	85.00	\$75.00	\$72,000.00
Labor Compliance		0	55.00	75.00	\$65.00	\$0.00
Utilities		0	75.00	100.00	\$87.50	\$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	\$	\$72,000.00
b) Anticipated Salary Increases (see page 2 for sample)	\$	5,819.04
c) TOTAL DIRECT LABOR COSTS [(a)+(b)]	\$	77,819.04

Fringe Benefits

d) Fringe Benefits (Rate <u>0.000%</u> %)	e) Total Fringe Benefits [(c)x(d)]	\$	-
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Indirect Costs

f) Overhead (Rate <u>134.190%</u> %)	g) Overhead [(c)x (f)]	\$	104,425.37
h) General and Administrative (Rate <u>0.000%</u> %)	i) Gen & Admin [(c) x (h)]	\$	-
	j) Total Indirect Costs [(g)+(i)]	\$	104,425.37

Fixed Fee (Profit)

n) (Rate <u>8.00%</u> %)	k) Fixed fee [(c) + (e) + (j)] x (n)	\$	14,579.55
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Total Loaded Labor Costs

196,823.96

Other Direct Costs (ODC)

l) Travel/ Mileage Costs (supported by consultant actual costs)	\$	
m) Equipment Rental and Supplies (itemize)	\$	5,791.00
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)]	\$	5,791.00
Total cost [(c) + (e) + (j) + (k) + (p)]	\$	202,614.96

Notes:

- Employees subject to prevailing wage requirements to be marked with an *.

Attachment: 23-1002960 - Exhibit B - Cost Proposal (10456 : I-10 Corridor Freight & Express Lanes - Contract 2 Award for CM Services)

Form 348-10-H Cost Proposal
 Actual Cost- Plus-Fixed Fee or Lump Sum (Firm Fixed Price) Contracts
 EXHIBIT B - Approved Cost Proposal
 CONTRACT NO. 23-1002960 "I-10 Corridor Freight and Express Lane Project - Contract 2 Construction Management Services"

Consultant Safework, Inc. Contract No. 23-1002960 Date 1/24/2024

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
\$ 72,000.00	/ 960	= \$ 75.00	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	Avg Hourly Rate
Year 1 \$ 75.00 +	4%	=	\$ 78.00 Year 2 Avg Hourly Rate
Year 2 \$ 78.00 +	4%	=	\$ 81.12 Year 3 Avg Hourly Rate
Year 3 \$ 81.12 +	4%	=	\$ 84.36 Year 4 Avg Hourly Rate
Year 4 \$ 84.36 +	4%	=	\$ 87.73 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	Estimated Hours
Year 1 15.0% *	960	=	144.0 Estimated Hours Year 1
Year 2 25.0% *	960	=	240.0 Estimated Hours Year 2
Year 3 25.0% *	960	=	240.0 Estimated Hours Year 3
Year 4 20.0% *	960	=	192.0 Estimated Hours Year 4
Year 5 15.0% *	960	=	144.0 Estimated Hours Year 5
Total 100.0%	Total	=	960

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	Estimated Hours
Year 1 \$ 75.00 *	144.0	= \$ 10,800.00	Estimated Hours Year 1
Year 2 \$ 78.00 *	240.0	= \$ 18,720.00	Estimated Hours Year 2
Year 3 \$ 81.12 *	240.0	= \$ 19,468.80	Estimated Hours Year 3
Year 4 \$ 84.36 *	192.0	= \$ 16,197.12	Estimated Hours Year 4
Year 5 \$ 87.73 *	144.0	= \$ 12,633.12	Estimated Hours Year 5
Total Direct Labor Cost with Escalation =		\$ 77,819.04	
Direct Labor Subtotal before Escalation =		\$ 72,000.00	
Estimated Total of Direct Labor Salary Increase =		\$ 5,819.04	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
- Proposed escalation is 4% for each year of the project. If escalation rates increases, we will follow the US Bureau of Labor Statistics, Table 6, DIR escalation rates for future years.
- Estimated yearly percent completed from resource loaded schedule

Attachment: 23-1002960 - Exhibit B - Cost Proposal (10456 : I-10 Corridor Freight & Express Lanes - Contract 2 Award for CM Services)

Contract: 23-1002960		Date: 1/24/2024		Detail Sheet																															
Task Description			Consultant																																
			Safework, Inc.																																
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	AA	AB	AC	AD	AE	AF	AG	AH	AI	
Row	WBS Number	Drawing or Item of Work - Titles	Safety Manager	Labor Conference	Utilities																														Total
1		Office and Field	960.0																																
2																																			
3																																			
4																																			
5																																			
6																																			
Total Hours			960.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	

Attachment: 23-1002960 - Exhibit B - Cost Proposal (10456 : I-10 Corridor Freight & Express Lanes -

EXHIBIT B - Approved Cost Proposal
CONTRACT NO. 23-1002960 "I-10 Corridor Freight and Express Lane Project - Contract 2
Construction Management Services"

Consultant Twining, Inc.

Contract No. 23-1002960

Date 1/24/2024

Direct Labor Classification/Title	Key Personal	Hours	Labor Rate Range		Average Hourly Rate	Total Direct Labor
			Low	High		
Registered Geotechnical Engineer		138	99.18	99.18	\$99.18	\$13,686.84
QA Manager / Project Manager		2,061	100.96	100.96	\$100.96	\$208,078.56
Pavement Engineering / Project Engi		234	77.04	77.04	\$77.04	\$18,027.36
Technical Advisor - Concrete Specialt		84	121.61	121.61	\$121.61	\$10,215.24
10501 - Lead Inspector		6,720	58.51	58.51	\$58.51	\$393,187.20
Field Inspector - Group I		4,240	56.68	56.68	\$56.68	\$240,323.20
Field Inspector - Group II		9,000	58.46	58.46	\$58.46	\$526,140.00
		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		\$ 1,409,658.40
b) Anticipated Salary Increases (see page 2 for sample)		\$ 114,079.91
c) TOTAL DIRECT LABOR COSTS [(a)+(b)]		\$ 1,523,738.31

Fringe Benefits

d) Fringe Benefits (Rate <u> </u> %)	e) Total Fringe Benefits [(c)x(d)]	\$ <u> </u>
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Indirect Costs

f) Overhead (Rate <u>118.680%</u> %)	g) Overhead [(c)x (f)]	\$ 1,808,372.63
h) General and Administrative (Rate <u> </u> %)	i) Gen & Admin [(c) x (h)]	\$ <u> </u>
	j) Total Indirect Costs [(g)+(i)]	\$ 1,808,372.63

Fixed Fee (Profit)

n) (Rate <u>8.00%</u> %)	k) Fixed fee [(c) + (e) + (j)] x (n)	\$ 266,568.88
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Total Loaded Labor Costs

		<u>3,598,679.82</u>
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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) ODC's (itiemized)	\$ 1,226,850.00

p) Total Other Direct Costs [(l) + (m) + (n) + (o)]	\$ <u>1,226,850.00</u>
Total cost [(c) + (e) + (j) + (k) + (p)]	\$ <u>4,825,529.82</u>

Notes:

- Employees subject to prevailing wage requirements to be marked with an *.

Attachment: 23-1002960 - Exhibit B - Cost Proposal (10456 : I-10 Corridor Freight & Express Lanes - Contract 2 Award for CM Services)

EXHIBIT B - Approved Cost Proposal
 CONTRACT NO. 23-1002960 "I-10 Corridor Freight and Express Lane Project - Contract 2
 Construction Management Services"

ODC - ATTACHMENT O

Laboratory Material Testing

Consultant or Subconsultant Twining, Inc.

Prime Consultant

Subconsultant

Project No. _____

Contract No. 23-1002960

Date 1/24/2024

SCHEDULE OF OTHER DIRECT COST ITEMS			
Description of Items	Unit	Unit Cost	Total
1 Sieve Analysis Including Wash	292	\$ 150.00	\$ 43,800.00
2 Sieve Analysis: Split Sieve	228	\$ 240.00	\$ 54,720.00
3 Sand Equivalent	500	\$ 125.00	\$ 62,500.00
4 Soils / Maximum Wet Density	352	\$ 190.00	\$ 66,880.00
5 R-Value (Soils)	100	\$ 410.00	\$ 41,000.00
6 R-Value (Aggregate Base)	100	\$ 410.00	\$ 41,000.00
7 Plasticity Index	52	\$ 160.00	\$ 8,320.00
8 Expansion Index	49	\$ 170.00	\$ 8,330.00
9 Crushed Particles	100	\$ 175.00	\$ 17,500.00
10 Durability Index	60	\$ 210.00	\$ 12,600.00
11 Concrete Compressive Strength	1600	\$ 55.00	\$ 88,000.00
12 Modulus of Rupture	580	\$ 90.00	\$ 52,200.00
13 Percent Crushed Particles (course)	100	\$ 210.00	\$ 21,000.00
14 Percent Crushed Particles (fine)	100	\$ 210.00	\$ 21,000.00
15 Fractured Faces (Aggregate)	60	\$ 200.00	\$ 12,000.00
16 Los Angeles Rattler (100 revolutions)	60	\$ 200.00	\$ 12,000.00
17 Cleanness Value	412	\$ 175.00	\$ 72,100.00
18 Soundness	60	\$ 450.00	\$ 27,000.00
19 Organic Impurities	60	\$ 90.00	\$ 5,400.00
20 Alkali Reactivity	20	\$ 1,000.00	\$ 20,000.00
21 Specific Gravity/ Absorption (Course Aggregates)	60	\$ 100.00	\$ 6,000.00
22 Specific Gravity/ Absorption (Fine Aggregates)	60	\$ 165.00	\$ 9,900.00
23 Shrinkage	40	\$ 490.00	\$ 19,600.00
24 Chlorides/Sulfates/pH/Resistivity	100	\$ 500.00	\$ 50,000.00
25 Lab Test Maximum Density - Gyrotory	252	\$ 90.00	\$ 22,680.00
26 Asphalt Content Correction Factor	20	\$ 350.00	\$ 7,000.00
27 Asphalt Content	252	\$ 160.00	\$ 40,320.00
28 Flat and Elongated Particles	120	\$ 240.00	\$ 28,800.00
29 Maximum Theoretical Density	120	\$ 160.00	\$ 19,200.00
30 Hamburg Wheel Track	120	\$ 1,000.00	\$ 120,000.00
31 Moisture Suseptibility	120	\$ 1,200.00	\$ 144,000.00
32 Asphalt Cores-Compacted Specimens Densities	900	\$ 80.00	\$ 72,000.00
			\$ -
			\$ -
TOTAL ODC's =			\$ 1,226,850.00

IMPORTANT NOTES:

- List direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentations.
- Proposed items should be consistently billed directly to all clients (Commercial entities, Federal Govt., State Govt., and Local Govt. Agency), and not just when the client will pay for them as a direct cost.
- Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in overhead rate.
- Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice)
- Items listed above that would be considered "tools of the trade" are not reimbursable as other direct costs.
- Travel related costs should be pre-approved by the contracting agency. The rates should not exceed the State Department of Personnel Administration (DPA) requirements.
- If mileage is claimed, the rate should be supported by the consultants calculation of their actual costs for company vehicles. In addition, the claimed should be supported by mileage logs.
- If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is their standard procedures for all of their contracts and that they do not own any vehicles that could be used for the same purpose.

Form 348-10-H Cost Proposal
 Actual Cost- Plus-Fixed Fee or Lump Sum (Firm Fixed Price) Contracts
 EXHIBIT B - Approved Cost Proposal
 CONTRACT NO. 23-1002960 "I-10 Corridor Freight and Express Lane Project - Contract 2 Construction Management Services"

Consultant Twining, Inc. Contract No. 23-1002960 Date 1/24/2024

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
\$ 1,409,658.40	/	22477	=	\$ 62.72		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	\$ 62.72	+	4%	=	\$ 65.23	Year 2 Avg Hourly Rate
Year 2	\$ 65.23	+	4%	=	\$ 67.84	Year 3 Avg Hourly Rate
Year 3	\$ 67.84	+	4%	=	\$ 70.55	Year 4 Avg Hourly Rate
Year 4	\$ 70.55	+	4%	=	\$ 73.37	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	15.0%	*	22477	=	3371.6	Estimated Hours Year 1
Year 2	25.0%	*	22477	=	5619.3	Estimated Hours Year 2
Year 3	25.0%	*	22477	=	5619.3	Estimated Hours Year 3
Year 4	20.0%	*	22477	=	4495.4	Estimated Hours Year 4
Year 5	15.0%	*	22477	=	3371.6	Estimated Hours Year 5
Total	100.0%		Total	=	22477	

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	\$ 62.72	*	3371.6	=	\$ 211,463.62	Estimated Hours Year 1
Year 2	\$ 65.23	*	5619.3	=	\$ 366,543.68	Estimated Hours Year 2
Year 3	\$ 67.84	*	5619.3	=	\$ 381,209.92	Estimated Hours Year 3
Year 4	\$ 70.55	*	4495.4	=	\$ 317,150.47	Estimated Hours Year 4
Year 5	\$ 73.37	*	3371.6	=	\$ 247,370.62	Estimated Hours Year 5
			Total Direct Labor Cost with Escalation =		\$ 1,523,738.31	
			Direct Labor Subtotal before Escalation =		\$ 1,409,658.40	
			Estimated Total of Direct Labor Salary Increase =		\$ 114,079.91	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
- Proposed escalation is 4% for each year of the project. If escalation rates increases, we will follow the US Bureau of Labor Statistics, Table 6, DIR escalation rates for future years.
- Estimated yearly percent completed from resource loaded schedule

Attachment: 23-1002960 - Exhibit B - Cost Proposal (10456 : I-10 Corridor Freight & Express Lanes - Contract 2 Award for CM Services)

Contract: 23-1002960		Date: 1/24/2024		Detail Sheet																															
Task Description				Consultant																							Total								
A	B	C	D	Twining, Inc.																			AH	Total											
				E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W			X	Y	Z	AA	AB	AC	AD	AE	AF	AG	
Row	WBS Number	Drawing or Item of Work - Titles	Registered Geotechnical Engineer	QA Manager / Project Manager	Registered Professional Engineer / Project Engineer	Technical Concrete Engineering	Technical Concrete Engineering	10456 - Lead Inspector	Field Inspector - Group 1	Field Inspector - Group 2																									
1		Geotechnical Engineering	138.0																																
2		reconstruction Supports Including Project Coordination, Project Document Review, Pre-con Meeting, Submittal review, Coordination/Scheduling/ Engineering Support/Field Report Review and Distribution/Lab Testing Report Review and Distribution/Non-compliance Review		2,061.0	234.0																														
3		Pavement Engineering / Mix Design Review / Non Compliance Reports																																	
4		JPCP and Concrete Engineering Mix Design Review / Non Compliance Consultation and Supports				84.0																													
5		Lead-On-Site Special Inspection and Material Testing					6,720.0																												
6		On-Site Special Inspection and Material Testing (Soil and Asphalt 1						4,240.0																											
7		On-Site Special Inspection and Material Testing (Concrete, Reinforcement, Plant 1							9,000.0																										
8																																			
9																																			
10																																			
Total Hours			138.0	2,061.0	234.0	84.0	6,720.0	4,240.0	9,000.0																										

Attachment: 23-1002960 - Exhibit B - Cost Proposal (10456 : I-10 Corridor Freight & Express Lanes -

EXHIBIT B - Approved Cost Proposal
 CONTRACT NO. 23-1002960 "I-10 Corridor Freight and Express Lane Project - Contract 2
 Construction Management Services"

Contract: 23-1002960		Date: 1/24/2024		Detail Sheet																																		
Task Description				Consultant																																		
0				Twining, Inc.																																		
A	B	C	D1	E1	F1	G1	H1	I1	J1	K1	L1	M1	N1	O1	P1	Q1	R1	S1	T1	U1	V1	W1	X1	Y1	Z1	AA1	AB1	AC1	AD1	AE1	AF1	AG1	AH1	AI1	AJ1	AK	AL	AM
Row	WBS Number	Drawing or Item of Work - Titles	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
1		Geotechnical Engineering	\$ 13,696.84	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
2		reconstruction Supports including Project Coordination, Project Document Review, Pre-con Meeting, Submittals review, Coordination/Scheduling/ Engineering Support/Field Report Review and Distribution/On Site Testimony Report Review and Distribution/Non-compliance Review	\$ -	\$ 208,078.56	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
3		Payment Engineering / Mix Design Review / Non-Compliance Reports	\$ -	\$ -	\$ 18,027.36	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
4		JRPC and Concrete Engineering Mix Design Review / Non-Compliance Consultation and Supports	\$ -	\$ -	\$ -	\$ 10,215.24	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
5		Lead-On-Site Special Inspection and Material Testing	\$ -	\$ -	\$ -	\$ -	\$ 393,187.20	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
6		On-Site Special Inspection and Material Testing (Just Asphalt)	\$ -	\$ -	\$ -	\$ -	\$ 240,321.20	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
7		On-Site Special Inspection and Material Testing (Concrete, Reinforcement, Plant)	\$ -	\$ -	\$ -	\$ -	\$ 526,145.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
8			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
9			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
10			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
11			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Total Hours			\$ 13,696.84	\$ 208,078.56	\$ 18,027.36	\$ 10,215.24	\$ 393,187.20	\$ 240,321.20	\$ 526,145.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
			\$ 1,409,688.40	\$ 1,472,982.59	\$ 246,611.28	\$ 3,320,252.27	\$ 3,588,673.93																															

Attachment: 23-1002960 - Exhibit B - Cost Proposal (10456 : I-10 Corridor Freight & Express Lanes -

EXHIBIT B - Approved Cost Proposal
CONTRACT NO. 23-1002960 "I-10 Corridor Freight and Express Lane Project - Contract 2
Construction Management Services"

Consultant ZT Consulting Group, Inc.

Contract No. 23-1002960

Date 1/24/2024

Direct Labor Classification/Title	Key Personal	Hours	Labor Rate Range		Average Hourly Rate	Total Direct Labor
			Low	High		
Source Inspection PM		370	90.00	120.00	\$105.00	\$38,850.00
Source Inspection SMR		1,340	60.00	90.00	\$75.00	\$100,500.00
Lead Steel Inspector		400	60.00	90.00	\$75.00	\$30,000.00
QA Steel NDE Inspector		336	50.00	70.00	\$60.00	\$20,160.00
QA Steel Coating Inspector		256	50.00	70.00	\$60.00	\$15,360.00
QA Concrete Inspector		256	50.00	70.00	\$60.00	\$15,360.00
QA Inspector		240	40.00	60.00	\$50.00	\$12,000.00
		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		\$	<u>232,230.00</u>
b) Anticipated Salary Increases (see page 2 for sample)		\$	<u>18,769.83</u>
c) TOTAL DIRECT LABOR COSTS [(a)+(b)]		\$	<u>250,999.83</u>

Fringe Benefits

d) Fringe Benefits (Rate <u> </u> %)	e) Total Fringe Benefits [(c)x(d)]	\$	<u> -</u>
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Indirect Costs

f) Overhead (Rate <u>147.540%</u> %)	g) Overhead [(c)x (f)]	\$	<u>370,325.15</u>
h) General and Administrative (Rate <u> </u> %)	i) Gen & Admin [(c) x (h)]	\$	<u> -</u>
	j) Total Indirect Costs [(g)+(i)]	\$	<u>370,325.15</u>

Fixed Fee (Profit)

n) (Rate <u>8.00%</u> %)	k) Fixed fee [(c) + (e) + (j)] x (n)	\$	<u>49,706.00</u>
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Total Loaded Labor Costs

671,030.98

Other Direct Costs (ODC)

l) Travel/ Mileage Costs (supported by consultant actual costs)	\$	<u>499,200.00</u>
m) Equipment Rental and Supplies (itemize)	\$	<u> -</u>
n) Permit Fees (itemize), Plan sheets (each), Test Holes (each, Etc.	\$	<u> -</u>
o) Specialty testing, (mechanical couplers, strands, fasteners, bolts, baring pads, joint seals, PT anchors, structural steel)	\$	<u>840,460.00</u>

p) Total Other Direct Costs [(l) + (m) + (n) + (o)]	\$	<u>1,339,660.00</u>
Total cost [(c) + (e) + (j) + (k) + (p)]	\$	<u>2,010,690.98</u>

Notes:

- Employees subject to prevailing wage requirements to be marked with an *.

Attachment: 23-1002960 - Exhibit B - Cost Proposal (10456 : I-10 Corridor Freight & Express Lanes - Contract 2 Award for CM Services)

Form 348-10-H Cost Proposal
 Actual Cost- Plus-Fixed Fee or Lump Sum (Firm Fixed Price) Contracts
 EXHIBIT B - Approved Cost Proposal
 CONTRACT NO. 23-1002960 "I-10 Corridor Freight and Express Lane Project - Contract 2 Contrustion Management Services"

Consultant ZT Consulting Group, Inc. Contract No. 23-1002960 Date 1/24/2024

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
\$ 232,230.00	/	3198	=	\$ 72.62	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	=	Avg Hourly Rate	Year Avg Hourly Rate
Year 1 \$ 72.62	+	4%	=	\$ 75.52	Year 2 Avg Hourly Rate
Year 2 \$ 75.52	+	4%	=	\$ 78.54	Year 3 Avg Hourly Rate
Year 3 \$ 78.54	+	4%	=	\$ 81.68	Year 4 Avg Hourly Rate
Year 4 \$ 81.68	+	4%	=	\$ 84.95	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	Estimated Hours
Year 1 15.0%	*	3198	=	479.7	Year 1
Year 2 25.0%	*	3198	=	799.5	Year 2
Year 3 25.0%	*	3198	=	799.5	Year 3
Year 4 20.0%	*	3198	=	639.6	Year 4
Year 5 15.0%	*	3198	=	479.7	Year 5
Total 100.0%		Total	=	3198	

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	Estimated Hours
Year 1 \$ 72.62	*	479.7	=	\$ 34,835.81	Year 1
Year 2 \$ 75.52	*	799.5	=	\$ 60,378.24	Year 2
Year 3 \$ 78.54	*	799.5	=	\$ 62,792.73	Year 3
Year 4 \$ 81.68	*	639.6	=	\$ 52,242.53	Year 4
Year 5 \$ 84.95	*	479.7	=	\$ 40,750.52	Year 5
Total Direct Labor Cost with Escalation =				\$ 250,999.83	
Direct Labor Subtotal before Escalation =				\$ 232,230.00	
Estimated Total of Direct Labor Salary Increase =				\$ 18,769.83	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
- Proposed escalation is 4% for each year of the project. If escalation rates increases, we will follow the US Bureau of Labor Statistics, Table 6, DIR escalation rates for future years.
- Estimated yearly percent completed from resource loaded schedule

Attachment: 23-1002960 - Exhibit B - Cost Proposal (10456 : I-10 Corridor Freight & Express Lanes - Contract 2 Award for CM Services)

Contract: 23-1002960		Date: 1/24/2024		Detail Sheet																															
Task Description			Consultant																																
Source Inspection			ZT Consulting Group, Inc.																																
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	AA	AB	AC	AD	AE	AF	AG	AH	AI	
Row	WBS Number	Drawing or Item of Work - Titles	Source Inspection PM	Source Inspection SDRS	Lead Sheet Inspector	QA Sheet NRE Inspector	QA Sheet Costing Inspector	QA Concrete Inspector	QA Inspector																										Total
1		Source Inspection Quality Managemet Development and Implementation	250.0	80.0																															
2		SIQMP Monthly Reports - Caltrans Audits	80.0	80.0																															
3		Monthly SIQMP Activities - Reportines, Filings, etc.	0.0	400.0																															
4		Source Inspection - Material Sampling and Testing	0.0	250.0																															
5		Source Inspection - Tier 1 Items - Girders (Steel or Precast), Piles (Class N or precast)...	0.0	150.0	160.0	160.0	120.0	120.0	120.0																										
6		Source Inspection - Tier 2 Items - OHSS, Strands, Rebars, MSE, Splices, Fasteners...	0.0	150.0	160.0	160.0	120.0	120.0	120.0																										
7		Source Inspection - Misc Item, 3101 process, RFI, NCR, etc...	40.0	150.0	80.0	16.0	16.0	16.0	0.0																										
8																																			
9																																			
10																																			
Total Hours			370.0	1,340.0	400.0	336.0	256.0	256.0	240.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	

Attachment: 23-1002960 - Exhibit B - Cost Proposal (10456 : I-10 Corridor Freight & Express Lanes -

EXHIBIT C – PREVAILING WAGE RATES

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1 FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

LOCALITY: SAN BERNARDINO COUNTY

DETERMINATION: SBR-2023-2

Table with columns: CRAFT, CLASSIFICATION, CRAFT FOOTNOTE, ISSUE DATE, EXPIRATION DATE, BASIC HOURLY RATE, BASIC HOURLY RATE FOOTNOTE, HEALTH AND WELFARE, HEALTH AND WELFARE FOOTNOTE, PENSION, PENSION FOOTNOTE, VACATION/HOLIDAY, VACATION/HOLIDAY FOOTNOTE, TRAINING, TRAINING FOOTNOTE, OTHER PAYMENTS, OTHER PAYMENTS FOOTNOTE, HOURS, HOURS FOOTNOTE, STRAIGHT-TIME TOTAL HOURLY RATE, DAILY OVERTIME HOURLY RATE, DAILY OVERTIME HOURLY RATE FOOTNOTE, SATURDAY OVERTIME HOURLY RATE, SATURDAY OVERTIME HOURLY RATE FOOTNOTE, SUNDAY AND HOLIDAY OVERTIME HOURLY RATE, SUNDAY AND HOLIDAY OVERTIME HOURLY RATE FOOTNOTE, HOLIDAY PROVISIONS, SCOPE OF WORK PROVISIONS, TRAVEL & SUBSISTENCE PROVISIONS.

Attachment: 23-1002960 - Exhibit C - Prevailing Wage Rates (10456 - I-10 Corridor Freight & Express

Table with columns: CRAFT, CLASSIFICATION, CRAFT FOOTNOTE, ISSUE DATE, EXPIRATION DATE, BASIC HOURLY RATE, BASIC HOURLY RATE FOOTNOTE, HEALTH AND WELFARE, HEALTH AND WELFARE FOOTNOTE, PENSION, PENSION FOOTNOTE, VACATION/HOLIDAY, VACATION/HOLIDAY FOOTNOTE, TRAINING, TRAINING FOOTNOTE, OTHER PAYMENTS, OTHER PAYMENTS FOOTNOTE, HOURS, HOURS FOOTNOTE, STRAIGHT-TIME TOTAL HOURLY RATE, DAILY OVERTIME HOURLY RATE, DAILY OVERTIME HOURLY RATE FOOTNOTE, SATURDAY OVERTIME HOURLY RATE, SATURDAY OVERTIME HOURLY RATE FOOTNOTE, SUNDAY AND HOLIDAY OVERTIME HOURLY RATE, SUNDAY AND HOLIDAY OVERTIME HOURLY RATE FOOTNOTE, HOLIDAY PROVISIONS, SCOPE OF WORK PROVISIONS, TRAVEL & SUBSISTENCE PROVISIONS

Go to increase page

FOOTNOTES

- * EFFECTIVE UNTIL SUPERSEDED BY A NEW DETERMINATION ISSUED BY THE DIRECTOR OF INDUSTRIAL RELATIONS. CONTACT THE OFFICE OF THE DIRECTOR - RESEARCH UNIT AT (415) 703-4774 FOR THE NEW RATES AFTER TEN DAYS AFTER THE EXPIRATION DATE IF NO SUBSEQUENT DETERMINATION IS ISSUED.
** THE RATE TO BE PAID FOR WORK PERFORMED AFTER THIS DATE HAS BEEN DETERMINED. IF WORK WILL EXTEND PAST THIS DATE, THE NEW RATE MUST BE PAID AND SHOULD BE INCORPORATED IN CONTRACTS ENTERED INTO NOW. CONTACT THE OFFICE OF THE DIRECTOR RESEARCH UNIT FOR SPECIFIC RATES AT (415) 703-4774.
INDICATES AN APPRENTICEABLE CRAFT. THE CURRENT APPRENTICE WAGE RATES ARE AVAILABLE ON THE INTERNET @ HTTP://WWW.DIR.CA.GOV/OPRL/PWAPPWAGE/PWAPPWAGESTART.ASP.
& THE BASIC HOURLY RATE AND EMPLOYER PAYMENTS ARE NOT TAKEN FROM A COLLECTIVE BARGAINING AGREEMENT FOR THIS CRAFT OR CLASSIFICATION.
A INCLUDES AMOUNT WITHHELD FOR DUES CHECK OFF AND CONTRACT COMPLIANCE.
B INCLUDES AN AMOUNT FOR IMI TRAINING FUND.
C SATURDAYS IN THE SAME WORK WEEK MAY BE WORKED AT STRAIGHT-TIME IF JOB IS SHUT DOWN DURING THE NORMAL WORKWEEK DUE TO INCLEMENT WEATHER, OR REASONS BEYOND THE CONTROL OF THE EMPLOYER.
D RATE APPLIES TO THE FIRST 2 DAILY OVERTIME HOURS AND THE FIRST 10 HOURS ON SATURDAY; ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME HOURLY RATE.
E THE RATIO OF BRICK TENDERS TO BRICKLAYERS SHALL BE AS FOLLOWS: ONE (1) BRICK TENDER TO NO MORE THAN THREE (3) BRICKLAYERS DURING THE INSTALLATION OF BLOCK ON A TYPICAL MASONRY PROJECT.
F INCLUDES AN AMOUNT PER HOUR WORKED FOR ANNUITY TRUST FUND.
G INCLUDES AN AMOUNT PER HOUR WORKED FOR SUPPLEMENTAL DUES.
H INCLUDES AMOUNT WITHHELD FOR DUES CHECK OFF.
I RATE APPLIES TO THE FIRST 12 HOURS WORKED ON SATURDAY; ALL OTHER TIME IS PAID AT DOUBLE TIME. SATURDAY MAY BE WORKED AT THE STRAIGHT-TIME HOURLY RATE FOR THE FIRST 8 HOURS IF INCLEMENT WEATHER FORCES A SYNTHETIC/ARTIFICIAL TURF PROJECT TO SHUT DOWN DURING THE REGULAR WORK WEEK (MONDAY THROUGH FRIDAY).
J A MATERIAL HANDLER MAY BE UTILIZED IN RATIO OF ONE (1) MATERIAL HANDLER WITH ANY FIVE (5) JOURNEYMEN ON ANY GIVEN PROJECT.
K RATE APPLIES TO THE FIRST 12 HOURS ON SATURDAY; ALL OTHER TIME IS PAID AT DOUBLE TIME.
L RATE APPLIES TO FIRST 8 HOURS ONLY. DOUBLE TIME THEREAFTER. SATURDAYS IN THE SAME WORK WEEK MAY BE WORKED AT STRAIGHT-TIME IF JOB IS SHUT DOWN DURING THE NORMAL WORK WEEK DUE TO INCLEMENT WEATHER.
M IN ADDITION, AN AMOUNT EQUAL TO 3% OF THE BASIC HOURLY RATE IS ADDED TO THE TOTAL HOURLY RATE AND OVERTIME HOURLY RATES FOR THE NATIONAL EMPLOYEES BENEFIT BOARD.
N INCLUDES AN AMOUNT FOR THE NATIONAL LABOR-MANAGEMENT COOPERATION FUND AND THE ADMINISTRATIVE MAINTENANCE FUND.
O RATE APPLIES TO THE FIRST 4 DAILY OVERTIME HOURS AND THE FIRST 12 HOURS WORKED ON SATURDAY; ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME HOURLY RATE.
P ZONE A IS DEFINED AS THE PORTION OF SAN BERNARDINO COUNTY 80 ROAD MILES FROM SAN BERNARDINO CITY HALL AT 290 N D STREET IN SAN BERNARDINO, CA 93401.
Q INCLUDES AMOUNT WITHHELD FOR WORKING DUES.
R IN ADDITION TO THE AMOUNT SHOWN, WHICH IS FACTORED AT THE APPLICABLE OVERTIME MULTIPLIER FOR EACH OVERTIME HOUR, \$0.38 IS ADDED TO THE TOTAL HOURLY RATE AND OVERTIME HOURLY RATES FOR THE LABOR MANAGEMENT COOPERATION COMMITTEE FUND. AMOUNT FOR LABOR MANAGEMENT COOPERATION COMMITTEE FUND IS NOT FACTORED AT THE APPLICABLE OVERTIME MULTIPLIER
S RATE APPLIES TO THE FIRST 2 DAILY OVERTIME HOURS AND THE FIRST 8 HOURS ON SATURDAY ONLY; ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME HOURLY RATE. ALL OVERTIME WORKED DAILY OR ON SATURDAYS, FOR SERVICE AND REPAIR WORK OTHER THAN NEW WORK, MAY BE PAID AT THE RATE OF TIME AND ONE-HALF.
T ZONE B INCLUDES ALL OF INYO AND MONO COUNTY AND THE PORTION OF SAN BERNARDINO COUNTY OVER 80 MILES FROM SAN BERNARDINO CITY HALL AT 290 NORTH D STREET IN SAN BERNARDINO, CA 93401.
U IN ADDITION TO THE AMOUNT SHOWN, WHICH IS FACTORED AT THE APPLICABLE OVERTIME MULTIPLIER FOR EACH OVERTIME HOUR, \$0.48 IS ADDED TO THE TOTAL HOURLY RATE AND OVERTIME HOURLY RATES FOR THE LABOR MANAGEMENT COOPERATION COMMITTEE FUND. AMOUNT FOR LABOR MANAGEMENT COOPERATION COMMITTEE FUND IS NOT FACTORED AT THE APPLICABLE OVERTIME MULTIPLIER
V DICTIONARY OF OCCUPATIONAL TITLES, FOURTH EDITION, 1977, U.S. DEPARTMENT OF LABOR.
W INCLUDES AMOUNT WITHHELD FOR DUES CHECKOFF, WHICH IS FACTORED IN THE OVERTIME RATES. INCLUDES \$5.00 FOR VACATION THAT IS NOT FACTORED IN THE OVERTIME RATES.
X INCLUDES AN AMOUNT PER HOUR WORKED OR PAID TO DISABILITY FUND.
Y INCLUDED IN STRAIGHT-TIME HOURLY RATE WHICH IS NOT FACTORED IN THE OVERTIME RATES.
Z RATE APPLIES TO THE FIRST 2 OVERTIME HOURS MONDAY THROUGH FRIDAY AND THE FIRST 8 HOURS WORKED ON SATURDAY. ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME RATE.
AA INCLUDES AMOUNT WITHHELD FOR ADMINISTRATIVE DUES.
AB RATE APPLIES TO FIRST TWO DAILY OVERTIME HOURS WORKED; ALL OTHER OVERTIME IS PAID AT THE HOLIDAY OVERTIME HOURLY RATE.
AC RATE APPLIES TO THE FIRST 8 HOURS WORKED ON A SIXTH OR SEVENTH CONSECUTIVE DAY DURING ANY ONE CALENDAR WEEK UP TO 50 HOURS IN ANY ONE CALENDAR WEEK. ALL HOURS IN EXCESS OF 10 HOURS DAILY OR 50 HOURS WEEKLY ARE PAID AT THE HOLIDAY RATE. SATURDAYS IN THE SAME WORK WEEK MAY BE WORKED AT STRAIGHT-TIME IF JOB IS SHUT DOWN DURING THE NORMAL WORKWEEK DUE TO INCLEMENT WEATHER.
AD RATE APPLIES TO WORK ON HOLIDAYS ONLY; SUNDAYS ARE PAID AT THE SATURDAY OVERTIME HOURLY RATE.
AE AN ADDITIONAL \$0.25 PER HOUR WILL BE ADDED TO THE BASIC HOURLY RATE WHEN PERFORMING PAPERHANGING WORK.
AF DOUBLE TIME SHALL BE PAID FOR ALL HOURS WORKED OVER 12 HOURS IN ANY ONE DAY.
AG RATE APPLIES AFTER 36 MONTHS OF EXPERIENCE
AH RATE APPLIES TO FIRST 12 MONTHS OF EXPERIENCE
AI RATE APPLIES AFTER 12 MONTHS THROUGH 36 MONTHS EXPERIENCE
AJ INCLUDES AN AMOUNT PER HOUR WORKED OR PAID FOR DUES CHECK OFF
AK SATURDAY IN THE SAME WORKWEEK MAY BE WORKED AT THE STRAIGHT-TIME HOURLY RATE IF IT IS NOT POSSIBLE TO COMPLETE FORTY HOURS OF WORK MONDAY THROUGH FRIDAY WHEN THE JOB IS SHUT DOWN DUE TO INCLEMENT WEATHER OR SIMILAR ACT OF GOD, OR BEYOND THE CONTRACTOR'S CONTROL.
AL RATE APPLIES TO THE FIRST 8 HOURS WORKED; ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME HOURLY RATE.
AM THE RATIO OF PLASTER TENDERS TO PLASTERERS SHALL BE AS FOLLOWS: THERE SHALL BE A PLASTER TENDER ON THE JOBSITE WHENEVER THERE IS A PLASTERER PERFORMING WORK ON THE JOBSITE. EXCEPT ON SMALL PATCH WORK WHERE ONLY ONE PLASTERER IS PERFORMING WORK. FOR INSIDE BROWN COATINGS THERE SHALL BE 2 PLASTER TENDERS FOR UP TO EVERY 3 PLASTERERS. FOR INSIDE FINISH COATINGS THERE SHALL BE 1 PLASTER TENDER FOR UP TO EVERY 3 PLASTERERS. ON OUTSIDE FINISH AND BROWN COATINGS AND FOR ALL OTHER WORK, THERE SHALL BE 1 PLASTER TENDER FOR UP TO EVERY 2 PLASTERERS.
AN INCLUDES AN AMOUNT PER HOUR WORKED OR PAID FOR SUPPLEMENTAL DUES.
ALL WORK PERFORMED AFTER TWELVE (12) HOURS IN A DAY SHALL BE PAID AT THE SUNDAY/HOLIDAY RATE.

Attachment: 23-1002960 - Exhibit C - Prevailing Wage Rates (10456 : I-10 Corridor Freight & Express

AO AP RATE APPLIES TO THE FIRST EIGHT HOURS ON SATURDAY. ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME RATE. SATURDAY WORK MAY BE PAID AT THE STRAIGHT TIME RATE IF THE JOB IS SHUT DOWN DURING THE NORMAL WORK WEEK DUE TO INCLEMENT WEATHER.

AQ INCLUDES AN AMOUNT WITHHELD FOR ADMINISTRATIVE DUES WHICH IS NOT FACTORED INTO OVERTIME AND AN AMOUNT FOR VACATION WHICH IS FACTORED AT 1.5 TIMES FOR ALL OVERTIME.

AR INCLUDES AMOUNT FOR NATIONAL PENSION AND RETIREE'S X-MAS FUND.

AS AMOUNT INCLUDED IN BASIC HOURLY RATE AND FACTORED AT 1.5 TIMES FOR ALL OVERTIME.

AT INCLUDES AN AMOUNT FOR THE P.I.P.E. LABOR MANAGEMENT COOPERATION COMMITTEE AND THE CONTRACTOR EDUCATION & DEVELOPMENT FUND.

AU SATURDAYS IN THE SAME WORK WEEK MAY BE WORKED AT STRAIGHT-TIME IF JOB IS SHUT DOWN DURING THE NORMAL WORKWEEK DUE TO INCLEMENT WEATHER.

AV PIPE TRADESMEN SHALL NOT BE PERMITTED ON ANY JOB WITHOUT A JOURNEYMAN.

AW INCLUDES AN AMOUNT WITHHELD FOR ADMINISTRATIVE DUES WHICH IS NOT FACTORED IN THE OVERTIME RATES.

AX SATURDAY MAY BE WORKED AT STRAIGHT-TIME RATE, PROVIDED THAT THE HOURS DO NOT EXCEED 8 HOURS PER DAY OR 40 HOURS PER WEEK.

AY DOUBLE TIME SHALL BE PAID FOR NEW YEAR'S DAY, EASTER SUNDAY, LABOR DAY, THANKSGIVING DAY, AND CHRISTMAS.

AZ TRADESMEN SHALL ONLY BE USED IF THE FIRST WORKER ON THE JOB IS A LANDSCAPE/IRRIGATION FITTER, SECOND WORKER MUST BE A LANDSCAPE/IRRIGATION FITTER OR APPRENTICE LANDSCAPE/IRRIGATION FITTER. THE 3RD AND 4TH MAY BE A TRADESMAN. THE 5TH MUST BE A LANDSCAPE/IRRIGATION FITTER AND THEREAFTER TRADESMEN WILL BE REFERRED ON A 50-50 BASIS, TO JOURNEYMAN OR APPRENTICE.

BA RATE APPLIES TO REMAINDER OF COUNTY.

BB INCLUDES AN AMOUNT FOR SUPPLEMENTAL PENSION FUND.

BC APPLIES TO THE CITIES OF ONTARIO AND MONTCLAIR.

BD INCLUDED IN STRAIGHT-TIME HOURLY RATE.

BE AMOUNT IS FOR INDUSTRY PROMOTION FUND AND P.I.P.E. FUND.

BF RATE APPLIES TO THE FIRST 4 DAILY OVERTIME HOURS AND THE FIRST 10 HOURS ON SATURDAY; ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME HOURLY RATE.

BG INCLUDE AMOUNTS FOR DUES CHECK OFF AND VACATION/HOLIDAY, WHICH ARE NOT FACTORED INTO OVERTIME.

BH INCLUDED IN BASIC HOURLY RATE. VACATION IS NOT FACTORED INTO OVERTIME.

BI INCLUDE AMOUNTS FOR ADMINISTRATIVE FUND, COMPLIANCE FUND, INDUSTRY FUND, AND RESEARCH AND EDUCATION TRUST FUND.

BJ RATE APPLIES TO THE FIRST 2 DAILY OVERTIME HOURS AND THE FIRST 10 HOURS ON SATURDAY; SUNDAY AND HOLIDAY OVERTIME HOURLY RATE WILL BE PAID AFTER 10 HOURS PER DAY AND ALL HOURS WORKED OVER 55 HOURS PER WEEK.

BK PURSUANT TO LABOR CODE SECTIONS 1773.1 AND 1773.8, THE AMOUNT PAID FOR THIS EMPLOYER PAYMENT MAY VARY RESULTING IN A LOWER TAXABLE BASIC HOURLY WAGE RATE, BUT THE TOTAL HOURLY RATES FOR STRAIGHT TIME AND OVERTIME MAY NOT BE LESS THAN THE GENERAL PREVAILING RATE OF PER DIEM WAGES.

BL RATE APPLIES FOR THE FIRST 4 OVERTIME HOURS MONDAY THROUGH FRIDAY AND THE FIRST 12 HOURS WORKED ON SATURDAY. ALL OTHER TIME IS PAID AT THE SUNDAY/HOLIDAY RATE. SATURDAYS IN THE SAME WORKWEEK MAY BE WORKED AT STRAIGHT-TIME IF JOB IS SHUT DOWN DURING THE NORMAL WORKWEEK DUE TO INCLEMENT WEATHER.

BM RATE APPLIES TO THE FIRST 8 HOURS WORKED ON A SIXTH OR SEVENTH CONSECUTIVE DAY DURING ANY ONE CALENDAR WEEK UP TO 50 HOURS IN ANY ONE CALENDAR WEEK. ALL OTHER TIME IS PAID AT THE HOLIDAY RATE.

RECOGNIZED HOLIDAYS: HOLIDAYS UPON WHICH THE GENERAL PREVAILING HOURLY WAGE RATE FOR HOLIDAY WORK SHALL BE PAID, SHALL BE ALL HOLIDAYS IN THE COLLECTIVE BARGAINING AGREEMENT, APPLICABLE TO THE PARTICULAR CRAFT, CLASSIFICATION, OR TYPE OF WORKER EMPLOYED ON THE PROJECT, WHICH IS ON FILE WITH THE DIRECTOR OF INDUSTRIAL RELATIONS. IF THE PREVAILING RATE IS NOT BASED ON A COLLECTIVELY BARGAINED RATE, THE HOLIDAYS UPON WHICH THE PREVAILING RATE SHALL BE PAID SHALL BE AS PROVIDED IN SECTION 6700 OF THE GOVERNMENT CODE. YOU MAY OBTAIN THE HOLIDAY PROVISIONS FOR THE CURRENT DETERMINATIONS ON THE INTERNET AT [HTTP://WWW.DIR.CA.GOV/OPRL/DPreWageDetermination.htm](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm). HOLIDAY PROVISIONS FOR THE CURRENT OR SUPERSEDED DETERMINATIONS MAY BE OBTAINED BY CONTACTING THE OFFICE OF THE DIRECTOR - RESEARCH UNIT AT (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE: IN ACCORDANCE WITH LABOR CODE SECTIONS 1773.1 AND 1773.9, CONTRACTORS SHALL MAKE TRAVEL AND/OR SUBSISTENCE PAYMENTS TO EACH WORKER TO EXECUTE THE WORK. YOU MAY OBTAIN THE TRAVEL AND/OR SUBSISTENCE PROVISIONS FOR THE CURRENT DETERMINATIONS ON THE INTERNET AT [HTTP://WWW.DIR.CA.GOV/OPRL/DPreWageDetermination.htm](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm). TRAVEL AND/OR SUBSISTENCE REQUIREMENTS FOR CURRENT OR SUPERSEDED DETERMINATIONS MAY BE OBTAINED BY CONTACTING THE OFFICE OF THE DIRECTOR - RESEARCH UNIT AT (415) 703-4774.

[Return to main page](#)

Attachment: 23-1002960 - Exhibit C - Prevailing Wage Rates (10456 : I-10 Corridor Freight & Express

Minute Action

AGENDA ITEM: 15

Date: April 3, 2024

Subject:

US 395 Phase 2 Widening Project – Release Request for Proposals for Construction Management Services

Recommendation:

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

Authorize release of Request for Proposals No. 24-1003120 for Construction Management Services for the US 395 Phase 2 Widening Project in the City of Hesperia and the City of Victorville.

Background:

US 395 is designated as a “Priority Interregional Highway” in the California Department of Transportation (Caltrans) 2021 Interregional Transportation Strategic Plan (ITSP). US 395 is widely recognized as a critical linkage for goods movement, supporting the economies of multiple inland counties and an important agricultural route to and from the Central Valley.

On July 6, 2022, the San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board) awarded the professional services contract to initiate the Plans, Specifications, and Estimates (PS&E) phase of the US 395 Phase 2 Widening Project (Project).

The Project is currently in the final design phase with a target for design approval in fall 2024. To allow for constructability reviews prior to completion of the PS&E package and prior to advertisement of the Project for construction, staff is recommending that the Construction Management (CM) firm be brought on board prior to final design approval.

Staff is requesting authorization from the Board to release Request for Proposals (RFP) No. 24-1003120 to procure CM services for the Project. A future recommendation is anticipated to be presented to the Board in summer 2024 for the award of the contract. The contract will be funded with Measure I Victor Valley Major Local Highway Program funds until PS&E is complete and the Federal Highway Administration authorizes the Project for construction. After authorization the contract will be funded with federal Surface Transportation Block Grant Program funds.

Financial Impact:

This item is included in the adopted budget for Fiscal Year 2023/2024 under Task No. 0820 Freeway Projects, Sub-Task No. 0844 US-395 Widening Phase 2. The contract will be funded with Measure I Victor Valley Major Local Highway Program funds and federal Surface Transportation Block Grant Program funds.

Reviewed By:

This item was reviewed and unanimously recommended for approval by the Mountain/Desert Policy Committee on March 15, 2024. SBCTA General Counsel, Procurement Manager, and Risk Manager have reviewed this item.

Responsible Staff:

David Tan, Senior Project Manager

Entity: San Bernardino County Transportation Authority

Board of Directors Agenda Item
April 3, 2024
Page 2

Approved
Board of Directors
Date: April 3, 2024
Witnessed By:

San Bernardino County Transportation Authority

ATTACHMENT "A"
SCOPE OF WORK

INDEX

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

A. DESCRIPTION OF SERVICES

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

US 395 Widening Phase 2 Project

The United States Highway 395 (US-395) Phase 2 Freight Mobility and Safety Project is a cooperative effort between San Bernardino County Transportation Authority (SBCTA), the California Department of Transportation (Caltrans), the City of Victorville, and City of Hesperia to relieve congestion and enhance the safety and operational efficiency of the corridor by constructing a continuous four-lane highway, which would improve passing opportunities and add capacity to meet future traffic volumes. The existing US-395 has two lanes within the project limits, one lane in each direction, with additional turning lanes at intersections. This Project would widen US-395 from 2 lanes to 4 lanes, with a continuous median, for a distance of approximately 7 miles between I-15 and SR-18 (Palmdale Rd) including adding a bridge over the California Aqueduct.

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

Services

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

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

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

SBCTA anticipates that the total contract will be approximately 36 months in duration, with preconstruction services starting in May 2024, early utility relocation activities starting in mid- 2024

through mid-2025. SBCTA anticipates advertising for the construction contract in January 2025, awarding the construction contract in April 2025 with Construction LNTP of 120-calendar day procurement period of long lead items, followed by Construction NTP in August 2025, following completion of utility relocations and project completion in February 2027 (19 Months), in addition of 2 months of project closeout. The estimated construction capital cost of the project is approximately \$35 million.

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

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

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

B. PERFORMANCE REQUIREMENTS

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

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

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

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

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

Project

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONSULTANT personnel will:

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

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

C. DUTIES AND RESPONSIBILITIES

1. Pre-construction Services

a. Schedule

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

b. Budget

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

c. Constructability Review

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

d. Utility relocation assistance

2. Bid Process

a. Bid Documents

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

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

b. Pre-construction Meetings

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

c. Contract Award

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

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

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

3. Project Administration

- a. CONSULTANT shall administer Project construction contracts using Caltrans Construction Manual as a guideline.
- b. CONSULTANT shall conduct regular Project coordination meetings with Contractor, SBCTA, local agencies, and design engineer, as appropriate.
- c. CONSULTANT shall prepare Contractor progress payments and maintain payment records and supporting documentation. All progress payments shall be reviewed by SBCTA for approval.

- d. CONSULTANT shall provide reports as needed to comply with specific funding requirements.
 - e. CONSULTANT shall establish and maintain Project records in accordance with the Caltrans Construction Manual. Project record keeping shall include, but is not limited to, correspondence, memoranda, contract documents, change orders, claims, SBCTA and engineer directives, meeting minutes, shop drawings, supplementary drawings, and requests for payment. CONSULTANT shall maintain a record of the names, addresses, and telephone and fax numbers of the Contractors, subcontractors, and principal material suppliers.
 - f. CONSULTANT shall establish and maintain a filing system in hard copies files and in electronic forms for each Project using the Caltrans Construction Manual as a guideline. Electronic data documentation will be required to be uploaded weekly to the SBCTA Major Projects Portal (LaserFiche?)
 - g. CONSULTANT shall monitor Contractors' construction schedules on an ongoing basis and alert SBCTA to conditions that may lead to delays in completion of the Project.
 - h. CONSULTANT shall prepare and submit a monthly Activity Summary Report for the Project in a format approved by SBCTA. The activity report shall include among other items status of SWPPP issues, RFIs, contract change orders, and notice of potential claims; construction activities completed, ongoing, and upcoming; status of Project budget and schedule, and other highlights and critical issues.
 - i. CONSULTANT shall review and ensure compliance with environmental requirements.
 - j. CONSULTANT shall participate in partnering sessions with the Contractor, SBCTA, and Local Agencies, as required.
 - k. CONSULTANT shall ensure that the Project meets all provisions of the SBCTA Construction Materials Quality Assurance Program and Caltrans Quality Assurance Program Manual.
 - l. CONSULTANT shall review Contractors' certified payroll records and ensure compliance with the requirements of the construction contract.
 - m. CONSULTANT shall ensure that the Project meets all provisions of the Storm Water Pollution Prevention Plan (SWPPP).
 - n. CONSULTANT shall assure that the Project meets all applicable regulations of the Air Quality Management District (AQMD) and State Water Resource Control Board (SWRCB).
 - o. CONSULTANT shall maintain redlined as-built plans on an ongoing basis throughout the duration of the Project. Redlined plans shall show all changes made to the original contract plans, each change identified with the name of the approver, date of change approval, and CCO number, if applicable
4. Construction Coordination

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

going projects within and adjacent to the Project limits.

5. Construction Inspection

- a. CONSULTANT shall coordinate all required inspections necessary for the Project. CONSULTANT shall ensure that appropriate City and local agencies are notified and present as required throughout the Project. CONSULTANT shall notify SBCTA immediately regarding any directives, recommendations, notices, etc. received from agencies other than SBCTA.
- b. CONSULTANT shall perform daily on-site observations of the progress and quality of construction to determine if the work being performed is in general conformance with the contract documents, all applicable laws, codes, and ordinances.
- c. CONSULTANT shall exercise reasonable care and diligence to discover and promptly report to SBCTA any and all defects or deficiencies in the materials or workmanship used in the Project.
- d. CONSULTANT personnel assigned to the Project shall be thoroughly familiar with Caltrans Standard Specifications, Caltrans Standard Plans, Caltrans Erosion Control and Highway Planting requirements, safety standards and State Water Resources Control Board requirements. CONSULTANT personnel shall have the ability to read and interpret construction plans and specifications. CONSULTANT personnel shall also have knowledge of State of California Construction Safety Orders (Cal-OSHA) and traffic control practices as specified in the Work Area Traffic Control Handbook (WATCH). In addition, CONSULTANT personnel shall be thoroughly familiar with the construction requirements of Caltrans' Storm Water Pollution Prevention Program.
- e. Assignments to be performed by CONSULTANT personnel shall include, but are not limited to, the following:
 - 1) Paving and subgrade inspection, sub-surface & finish surface drainage inspection, structures and foundation inspection, electrical inspection for traffic, ramp meter and irrigation control equipment, signing and striping inspection, quantity calculations, checking grade and alignment, construction traffic control, soil amendments and plant material identification & quality control, hardscape inspection, trenching & irrigation inspection and duties that may be required to determine that construction of the Project is being performed in accordance with the contract documents.
 - 2) Identifying actual and potential problems associated with the Project and recommending sound engineering solutions.
 - 3) Identifying common plant diseases and/or pests together with their respective eradication techniques, directing of plant adaptability requirements along with proper planting & pruning techniques, and avoiding potential problems associated with the Project by recommending sound engineering solutions.
 - 4) Perform basic sampling of construction materials in the field per California Test Method 105 and 125 by both the prime and subconsultant personnel.

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

6. Project Support

a. Construction Surveys

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

1) Construction Surveys

CONSULTANT shall perform construction staking and calculations as needed.

- a) Survey calculations and adjustments shall be performed with established and computed coordinates based on the California Coordinate System.
- b) Cross-section data collection shall be performed by conventional and terrain line interpolation survey methods.
- c) Survey data will include topography, cross-section, and other survey data in computer formats compatible with the Caltrans computer survey and design systems.
- d) Prepare and maintain survey documents. Survey documents include survey field notes, maps, drawings, and other survey documents.
- e) Perform construction staking, including but not limited to:

- i. Utility relocations
 - ii. Clearing limits
 - iii. Slope staking
 - iv. Storm drain, sanitary sewer, and irrigation systems
 - v. Drainage structures
 - vi. Curbs, gutters, and sidewalk
 - vii. Horizontal and vertical control for structures and portions of structures (bents, abutments, wingwalls, etc.)
 - viii. Rough grade
 - ix. Finish grade
- f) Monitor for settlement, if required.
- g) Global Positioning Satellite (GPS) equipment shall be made available, if required by SBCTA.

2) Grid Grades

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

3) Open Ended Traverses and Profile Data Sheets

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

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

4) Three Line Profiles

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

5) Right of Way Lines

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

- a) Right of way monumentation shall be renewed and restored in accordance with Section 10.4 of the Caltrans "Survey Manual" and the State of California Land Surveyor's Act.
- b) Corner records and records of surveys shall be prepared and filed in accordance with the applicable standards and the State of California Land Surveyor's Act and the California Subdivision Map Act.

- c) Perpetuate existing monumentation, which includes restoring, renewing, referencing, and resetting existing boundary related monumentation. In addition, stake areas where construction disturbs the existing right of way, preparing and filing required maps and records.
- d) New right of way and easements will be established from plans, right of way maps, utility drawings, and Local Agency record information, and existing monumentation.
- e) Right of Way Surveys, which includes research and preparation filing of required maps and records. In addition, locate and set monuments for right of way and easement lines, staking for right of way and easement fences.
- f) Final monumentation, which includes setting of centerline points of control upon completion of construction.

6) Special Design – Data Surveys

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

7) Control Survey

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

8) Topographic Surveys

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

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

b. Materials Testing, Source Inspection and Geotechnical Services

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

test data compilation and results.

c. Public Outreach

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

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

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

d. Permits

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

7. Cost and Schedule

a. CONSULTANT shall monitor and track the following:

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

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

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

8. Contract Change Orders and Claims

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

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

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

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

c. CONSULTANT shall attempt to identify all potential claims, track and monitor unresolved claims. The CONSULTANT shall implement appropriate claims

avoidance processes where in the best interests of SBCTA as determined by SBCTA's Construction Manager.

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

9. Safety

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

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

10. Project Close Out

- a. CONSULTANT shall prepare a list of items to be completed and/or corrected by the Contractor for final completion of the Project.
- b. CONSULTANT shall collect and furnish as-built information to the design engineer for preparation of as-built drawings including but not limited to pre-stress drawings and pile logs, as applicable.
- c. CONSULTANT shall review and verify the completeness of as-built drawings.
- d. CONSULTANT shall conduct a final walk-through with SBCTA, Local Agencies, Contractors, and design engineers.
- e. CONSULTANT shall prepare final construction reports including the Project Completion Report.
- f. CONSULTANT shall prepare and deliver to SBCTA all Project files.
- g. CONSULTANT shall assist SBCTA and Contractor in obtaining final release of all Project permits.
- h. Project closeout services will be completed within two months of project acceptance.

D. DELIVERABLES

- 1. Inspector daily reports, extra work diaries and Resident Engineers' daily diaries.

2. Monthly Project Summary Reports and SIQMP Monthly Reports.
3. Weekly update of all files to SBCTA Portal.
4. Monthly Contractor progress payments, back-up documentation, and Contractor payment records.
5. Contractor final payment documents, delivered to SBCTA no later than ten (10) working days after Acceptance by SBCTA of the completed construction Project.
6. Project Completion Report documents per Local Assistance Procedure Manual and Caltrans Construction Manual.
7. All Project files, Project reports, Record As-builts, correspondence, memoranda, shop drawings, Project logs, schedule updates, change order data, claims and claim reports, and Contractor payment records per Caltrans Construction Manual.
8. Certified payrolls and fringe benefit statements for all employees, CONSULTANT and Contractor, who are subject to the State and/or Federal prevailing wage rates.
9. American For Disabilities Act certification of project per Caltrans Standards.
10. All material test results will be provided in accordance with the applicable Standard Specifications and Special Provisions, and test methods. Failing tests will be immediately reported to the Resident Engineer or Structures Representative. All test results will be recorded on the appropriate forms. The test documents will be legible and show the identity of the tester where appropriate. A notebook containing all test results and reports will be maintained by CONSULTANT throughout the duration of the Project and delivered to SBCTA with the Project files.
11. Record of Survey and Right of Way Monumentations and recording with County.
12. Unless otherwise specified in the survey request, the deliverables shall conform to the following:
 - a. Survey points, lines, and monuments shall be established, marked, identified, and referenced as required by survey request and requirements herein.
 - b. Survey notes, drawings, calculations, and other survey documents and information shall be completed as required by the survey request and the requirements herein.
 - c. All original survey documents resulting from this contract, including original field notes, adjustment calculations, final results, and appropriate intermediate documents, shall be delivered to the Resident Engineer and shall become the property of SBCTA. A copy of all survey documents furnished by SBCTA shall be retained by CONSULTANT for future reference.

When the survey is performed with a total station survey system, the original field notes shall be a hard copy in a readable format of the data (observations) as originally collected and submitted by the survey party. The hard copy shall be signed by the Party Chief. If the Party Chief is not licensed, the person in “responsible charge” will be required to sign.

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

E. EQUIPMENT AND MATERIALS TO BE PROVIDED BY CONSULTANT

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

specifications, and other standards as appropriate (see item G below).

5. For Materials Testing, CONSULTANT and its staff will be fully equipped at all times to perform the services required, including but not limited to the following:
 - a. An on-site mobile laboratory or laboratory in close proximity to the Project will be required. The type and location of the lab should be such that it can meet the needs of the Project in an efficient, time-effective manner. The laboratory is to be fully staffed, equipped, and supplied to conduct all required soils, materials, and concrete breaking tests in a timely manner.
 - b. Field personnel will be provided with all necessary safety equipment to permit work to be performed safely and efficiently within operating highway and construction zone environments.
 - c. All equipment to be calibrated as per Section 3-10 and 3-11 of Caltrans' Quality Assurance Program Manual.

6. For construction surveying, CONSULTANT and staff shall have adequate equipment and supplies to complete the required survey work. Equipment and supplies shall, include, but not be limited to:
 - a. Survey vehicles:
Survey vehicles will be suitable to perform the required work in varying terrain and conditions encountered on the Project. Vehicles shall be fully equipped with all necessary tools, instruments, supplies, and safety equipment required to perform the work accurately, efficiently, and safely. Vehicles shall be equipped with a flashing yellow beacon light.
 - b. Data Processing Systems:
Data processing systems shall include hardware and software to:
 - 1) Performing survey and staking calculations from the design plans and specifications
 - 2) Reduce survey data collected with conventional and total station survey systems
 - 3) Perform network adjustments for horizontal and vertical control surveys
 - 4) Format survey data to be compatible with the Caltrans computer survey and data system.
 - c. Drafting equipment and supplies.
 - d. Digital calculators.
 - e. Hand tools as appropriate for the requested survey work.
 - f. Traffic cones (minimum 25). Traffic cones shall be 28 inches in height (minimum).
 - g. Traffic control devices as required to perform the requested survey work. Traffic control devices include signs, sign bases, flags, and hand-held signs.
 - h. Leveling instruments and equipment:
 - 1) Self-leveling level. Precision: Standard deviations in one mile of double run

- leveling 0.005 feet or less.
- 2) Suitable level rods for the work to be performed.
- i. Distance measuring instruments and equipment:
 - 1) Electronic distance measurer (EDM). Precision: standard deviation 3 mm plus 3 PPM, or less; Range: Minimum one mile under average atmospheric conditions.
 - 2) Prisms, sufficient to perform the required work.
 - 3) Tapes; steel, cloth.
- j. Angle measuring instruments and equipment:
 - 1) Theodolite for non-control surveys; Precision: direct circle reading to three seconds, or equivalent, horizontal and vertical.
 - 2) Targets as required to perform the work.
- k. When required for efficient survey operations, total station survey systems consisting of an electronic angle measuring instrument, EDM, and electronic data collector shall be provided. The angle measuring instruments and EDM shall conform to the requirements for the equipment previously listed.
- l. Radio or cellular communications equipment for communication between field office and field crews.
- m. Caltrans manuals, standards, forms, and other policies and procedures to be followed to perform the required work.

F. MATERIALS TO BE FURNISHED BY SBCTA

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

G. STANDARDS

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

- 1. Construction Manual and its revisions
- 2. Bridge Construction Records and Procedures Manual
- 3. Quality Assurance Program Manual
- 4. Manual of Traffic Controls for Construction and Maintenance Work Zones
- 5. Caltrans Standard Specifications and Standard Plans
- 6. Caltrans Storm Water Pollution Prevention Plan (SWPPP) and Water Pollution Control

- Program (WPCP) Preparation Manual
- 7. Manual of Test (3 volumes)
- 8. Survey Manual
- 9. District 8 Standard Staking Procedures Manual

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

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

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

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

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

H. AVAILABILITY AND WORK HOURS

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

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

I. LIMITATIONS TO AUTHORITY

CONSULTANT does not have the authority to:

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

8. Offer or receive incentives, inducements, or other forms of enumeration to or from the Contractor to perform services or work outside the terms of any executed contracts for this Project.

J. THIRD PARTY RELATIONSHIPS

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

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

K. CONSTRUCTION SITE SAFETY

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

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

L. BASIS FOR SURVEY AND MONUMENT STAKING

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

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

M. PERSONNEL QUALIFICATIONS AND RESPONSIBILITIES

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

1. Project Manager

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

2. Resident Engineer

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

- 5) Coordinate utility relocations with appropriate agencies and the utility inspector.
- 6) Act as prime field contact between various project Contractors and SBCTA's Construction Manager.

3. Assistant Resident Engineer

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

4. Lead Field Inspector

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

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

5. Field Inspector

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

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

6. Structural Representative

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

monitor compliance with contract specifications.

- 4) Monitor and track Contractor progress. Prepare daily, weekly, and monthly reports as required.
- 5) Coordinate with Resident Engineer, as well as the Construction Staking and Material Testing consultants.
- 6) Direct the daily activities of subordinate inspectors.

7. Structural Inspector

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

8. Office Engineer

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

- c. Knowledge of Caltrans system of document organization.
- d. Knowledge of construction records and accounting procedures.
- e. Knowledge of documentation, procedures, and reporting for federally funded projects.
- f. Knowledge of laws and regulations governing the payment of prevailing wages.
- g. The Office Engineer will assume the following functional responsibilities:
 - 1) Process monthly progress pay estimates, monthly status reports, extra work reports, and weekly statements of working days.
 - 2) Prepare and process contract change orders.
 - 3) Monitor construction budget and schedule.
 - 4) Prepare, maintain, and/or file project documents including labor and equipment records, correspondence, memoranda, meeting minutes, claims, personnel records, labor compliance reports, and daily, weekly, and monthly reports.
 - 5) Perform routine calculations and checking of quantities.
 - 6) Coordinate all office activities and functions with SBCTA representatives.

9. Materials Testing/Source Inspection Project Manager

- a. A minimum of four (4) years' project management experience on a similar highway/bridge construction project is desired.
- b. Licensed Civil Engineer in the State of California.
- c. Ability to use typical computer programs including word processing and spreadsheets.
- d. The Materials Testing/Source Inspection Project Manager will assume the following functional responsibilities:
 - 1) Review, monitor, train, and provide general direction for CONSULTANT's laboratory, field and source inspection personnel.
 - 2) Assign personnel to projects on an as-needed basis in coordination with the Resident Engineer.
 - 3) Administer personal leave, subject to approval of the Resident Engineer.
 - 4) Prepare monthly reports for delivery to the Resident Engineer.
 - 5) Provide direction, administration, and responsibility for Materials Certification per Caltrans Construction Manual, Section 8-01.
 - 6) Assist SBCTA and Resident Engineer in preparing the project specific Source Inspection Quality Management Plan (SIQMP) for Caltrans review and approval. (Reference Caltrans "Source Inspection Quality Management Plan (SIQMP Outline dated 04/17/12).
 - 7) Provide direction, administration, and responsibility for implementation of the approved SIQMP per Caltrans Construction Procedures Directive (CPD)

08-5 and FHWA Title 23 requirements.

Material testing/source inspection personnel will be certified by a California Registered Civil Engineer as being experienced and competent in the test procedures required for the work involved (and possess a current certificate of proficiency (Form MR-0111) in accordance with Quality Assurance Program Manual (Section 3-5). Independent certification of Caltrans test procedures may be performed at the discretion of the SBCTA Construction Manager.

10. Materials Technicians

CONSULTANT personnel provided under this contract will have a variety of skills and experience appropriate for the level of tasks to be assigned. Field personnel shall be certified by Caltrans and should have a minimum of two (2) years' experience in conducting material sampling and testing of the type required for the projects involved and possess the following additional capabilities:

- a. Have the ability to establish specific locations for appropriate tests when construction contract administration personnel are not available.
- b. Be familiar with construction practices and be fully aware of construction activities at the Project site.
- c. Have knowledge of and comply with safety and health regulations and requirements applicable to the Project.
- d. Specific qualifications for technicians are as follows:
 - 1) CONSTRUCTION TECHNICIAN I
 - a) Performs a variety of semi-skilled activities. Examples of duties assigned to this classification are:
 - i. Conducting quality control tests such as soil densities, sieve analysis tests, operation scales and inspecting spread operations.
 - ii. Sampling and transporting produced construction materials from point of application or production to testing laboratory.
 - b) Knowledge and Skills Required
 - i. Knowledge of tools, equipment and vehicles utilized in construction.
 - ii. Knowledge of standard equipment and materials used for the sampling and testing of construction material.
 - iii. Knowledge of basic mathematics used in the computation of a variety of construction items.
 - iv. Knowledge of record keeping, preparing documents and reports.
 - 2) CONSTRUCTION TECHNICIAN II

- a) Performs a variety of skilled activities. Examples of duties assigned to this classification are:
- i. Inspecting minor construction items, sampling and inspection of steel reinforcement, sampling and inspection of concrete placing operation.
 - ii. Collect and analyze soil samples of construction materials to determine compaction and moisture content.
 - iii. Inspection and sampling of all phases of asphalt concrete and PCC paving operation, including plant inspection.
 - iv. Confers with construction engineers and contractors regarding construction in progress and conformance to specifications and construction plans.
 - v. Answers questions and resolves problems.
 - vi. Inspects construction in progress to ensure conformance with specification, agreements, and established requirements.
 - vii. Keeps a daily diary of work progress.
 - viii. Prepares reports on all field inspections and submits project quantities on a daily basis.
 - ix. Keeps accurate documentation for force accounts and possible claims.
- b) Knowledge and Skills Required
- i. All knowledge and skills required of lower classification.
 - ii. Knowledge of currently accepted methods, procedures and techniques used in highway construction inspection, survey, materials testing, and quality control equipment.
 - iii. Skill in interpersonal relations as applied to contact with contractors, representatives of other governmental jurisdictions, and other SBCTA/Caltrans staff.

3) CONSTRUCTION TECHNICIAN III

- a) Exercises considerable independent judgment within general Caltrans standards and guidelines. Examples of duties assigned to this classification are:
- i. Inspect Project construction on an ongoing basis to assure compliance with contract and in accordance with State and local standards.
 - ii. Perform a variety of structural material tests and inspections.
 - iii. Reviews construction plans and verifies that these are in accordance with designated specifications and other requirements.
 - iv. Participates in the preparation of completed work estimates, to calculate compensation due contractor.
 - v. Examines and verifies numeric data and material specifications on project cost source documents, utilizing geometry and trigonometry calculations.
 - vi. Supervises all work activities involved in construction projects, laboratory, and quality control work.

vii. Recommends approval of proposed Project changes.

b) Knowledge and Skills Required

- i. All knowledge and skills required of lower classifications.
- ii. Knowledge of the principles and practices of Civil Engineering as applied to the construction of state highways.
- iii. Skill in analyzing and evaluating a wide variety of highly technical engineering data, including construction plans, field survey and quality control documents.
- iv. Skill in interpreting and implementing Caltrans standards, policies, procedures and regulations.
- v. Skill in interpersonal relations, as applied to contacts with contractors, representatives of other governmental jurisdictions, and other SBCTA/Caltrans staff.

11. Construction Surveying Project Manager

- a. A minimum of four (4) years' project management experience on similar construction projects is desired.
- b. Licensed Surveyor or pre-January 1, 1982 Registered Professional Engineer in the State of California.
- c. Accessible to the Resident Engineer and SBCTA at all times during normal working hours as specified in this Scope of Services.
- d. Under the direction of the Resident Engineer, the Survey Project Manager will be responsible for:
 - 1) Review, monitor, train, and provide general direction for CONSULTANT survey personnel.
 - 2) Assign personnel to projects on an as-needed basis.
 - 3) Administer personal leave, subject to approval of the Resident Engineer.
 - 4) Prepare monthly reports for delivery to the Resident Engineer.

12. Field Party Chief(s)

- a. The person(s) holding the position of Party Chief shall meet at least one of the following licensing requirements:
 - 1) A licensed Land Surveyor in the State of California.
 - 2) A pre-January 1, 1982, Registered Professional Civil Engineer in the State of California.
 - 3) An experienced surveyor who serves as chief under the direction or supervision of a person who is a licensed Land Surveyor or pre-January 1, 1982 Registered Professional Civil Engineer in the State of California. The direction or supervision shall place the supervisor in "responsible charge" of the work. "Responsible Charge" is defined in Chapter 15 of the Business and Professions Code (the Land Surveyor's Act) and Title

16, Chapter 5, of the California Administrative Code (regulations adopted by the Board of Registration for Professional Engineers and Land Surveyors).

- b. The Party Chief(s) should have a minimum two (2) years' survey experience on similar construction projects and possess the following additional capabilities:
 - 1) Thorough knowledge of construction survey practices and the ability to read and interpret plans and specifications.
 - 2) Ability to make effective decisions concerning field problems and work in progress.
 - 3) Familiarity with typical coordinate geometry computer programs.
 - 4) Familiarity with safety requirements for surveying near traffic.

- c. The Party Chief(s) will assume the following responsibilities:
 - 1) Perform construction staking services for Project construction.
 - 2) Administer day to day activities for the survey party.
 - 3) Perform analytical survey calculations for items such as grading, horizontal and vertical control, right of way, and minor in-field design.
 - 4) Maintain continuous communication with the Resident Engineer, field personnel, and construction administration staff.

13. Survey Crews

- a. Qualifications for survey crew members should include the following:
 - 1) A minimum of one (1) year of survey experience on similar construction projects is desired.
 - 2) Fundamental knowledge of construction survey practices and the ability to read and interpret plans and specifications.
 - 3) Ability to assist Party Chiefs and office personnel in all required surveying work.
 - 4) One survey crew member must have the ability to assume temporary leadership of the survey party in the absence of the Party Chief.

- b. Under the direction of the Resident Engineer and the Party Chief, the survey crew members will assume the following responsibilities:
 - 1) Perform basic calculations to support construction staking.
 - 2) Maintain continuous communication with Party Chiefs and office personnel.

END OF SCOPE OF WORK

Minute Action

AGENDA ITEM: 16

Date: April 3, 2024

Subject:

Interstate 15 Corridor Freight and Express Lanes Project - Contract 1 Amendment No. 1 to Cooperative Agreement No. 23-1002843 with 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 Amendment No. 1 to Cooperative Agreement No. 23-1002843 with the California Department of Transportation for the construction phase of the Interstate 15 Corridor Freight and Express Lanes Project – Contract 1 (Project), upon approval as to form by SBCTA General Counsel, or her designee. Amendment No. 1 will increase the total Project costs by \$27,860,962, consisting of additional Surface Transportation Program funds of \$20,274,215 and Measure I Valley Freeway Program funds of \$7,586,747, and add landscape construction and maintenance responsibilities.

Background:

The Interstate 15 (I-15) Corridor Project will add auxiliary lanes to improve freight corridor movement and one to two express lanes in each direction on the I-15 from south of State Route (SR) 60 to Duncan Canyon Road. The Environmental Document (ED) for the I-15 Corridor Project was approved in December 2018. The I-15 Corridor 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 (Project), will add auxiliary lanes at select locations in order to improve freight movement and reduce traffic congestion and one to two express lanes in each direction from south of SR 60 to north of Foothill Boulevard. Construction packages for portions north of Foothill Boulevard to Duncan Canyon Road will be developed in the future based on funding considerations.

In October 2023, the Project achieved the Ready-to-List milestone and received approval from California Department of Transportation (Caltrans) for Environmental Revalidation and Right-of-Way certification.

On November 15, 2023, San Bernardino County Transportation Authority (SBCTA) and Caltrans executed Cooperative Agreement No. 23-1002843 for the Project, defining roles, responsibilities, and funding associated with the construction phase.

The estimate used in the original Cooperative Agreement was prepared in March 2023 using the 95% level design plans. Since March 2023, the Project Construction Management team has conducted a budget review on the Project estimates and quantities and a constructability review on the Project plans and specifications. The unit price of the bid items was compared with recent bids to provide valuable insight into current market conditions, and the Project plans and specifications were checked for any potential conflicts, errors, and ambiguities in the design. As a result of these reviews, the Project costs have increased by approximately \$27.86 million to \$388.35 million. The amendment also addresses the landscape construction and maintenance responsibilities. The Cooperative Agreement executed with Caltrans in November 2023, did not address the landscaping phase of the project. The amendment specifies that one year of plant establishment and two years of plant maintenance will be part of the Project. In anticipation of

Entity: San Bernardino County Transportation Authority

Board of Directors Agenda Item

April 3, 2024

Page 2

advertisement of the Project in spring 2024, staff is recommending SBCTA Board of Directors (Board) approve Amendment No. 1 to Cooperative Agreement No. 23-1002843 to update the funding table and spending summary to reflect the increase in Project costs and to add landscape construction and maintenance responsibilities.

Approval of this amendment is needed in order for SBCTA to proceed with advertising the construction contract of the Project. This amendment will be funded by additional Surface Transportation Program (STP) funds of \$20,274,215 and Measure I Valley Freeway Program funds of \$7,586,747. The increased STP funds were already programmed by staff as authorized by the Board in March 2023 to maximize Federal fund programming by June 30, 2023, in response to the Federal Corrective Action required of Southern California Association of Governments. Staff is recommending that the Board approve Amendment No. 1 to Cooperative Agreement No. 23-1002843 and authorize the Executive Director, or his designee, to execute upon approval as to form by SBCTA General Counsel, or her designee.

Financial Impact:

The Project is included in the adopted Budget for Fiscal Year 2023/2024 and funded with the Surface Transportation Funds Program funds and Measure I Valley Freeway Program funds, under Task No. 0820, Freeway Projects, Sub-Task No. 0831.

Reviewed By:

This item was reviewed and recommended for approval (16-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on March 14, 2024. SBCTA General Counsel and Enterprise Risk Manager have reviewed this item and the draft amendment.

Responsible Staff:

David Tan, Senior Project Manager

Approved
Board of Directors
Date: April 3, 2024

Witnessed By:

General Contract Information

Contract No: 23-1002843 Amendment No.: 1
 Contract Class: Payable Department: Project Delivery
 Vendor No.: 00450 Vendor Name: California Department of Transportation
 Description: I-15 Corridor Freight and Express Lanes Project - Amendment 1 to Construction Coop Agreement
 List Any Related Contract Nos.:

Dollar Amount					
Original Contract	\$	5,517,200.00	Original Contingency	\$	-
Prior Amendments	\$	-	Prior Amendments	\$	-
Prior Contingency Released	\$	-	Prior Contingency Released (-)	\$	-
Current Amendment	\$	(5,272,700.00)	Current Amendment	\$	-
Total/Revised Contract Value	\$	244,500.00	Total Contingency Value	\$	-
Total Dollar Authority (Contract Value and Contingency)				\$	244,500.00

Contract Authorization

Board of Directors Date: 04/03/2024 Board Item # 10454

Contract Management (Internal Purposes Only)

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

Accounts Payable

Estimated Start Date: 11/15/2023 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	4110	40	0820	0831	53701	41100000	650	MSI Freeway	244,500.00	-
GL								244,500.00	-	
GL								-	-	
GL								-	-	
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David Tan Kristi L. Harris
 Project Manager (Print Name) Task Manager (Print Name)

Additional Notes: Amount of the CSS is the amount SBCTA will provide to Caltrans for Department Furnished Materials. Cooperative agreement also includes \$6,860,764 for Caltrans oversight that will be funded with Federal funds that Caltrans will access directly.

Attachment: CSS - 23-1002843-01 (10454 : I-15 Corridor Freight & Express Lanes - Amendment No. 1 to Cooperative Agreement No. 23-1002843)

Agreement 08-1758 A-1
 EA 0R801
 Project No. 0820000075
 08-SBD-015-0.0/7.4
 08-RIV-015-48.9/52.3
 SBCTA Contract No. 23-1002843

AMENDMENT NO. 1 TO AGREEMENT 08-1758(Draft)

FOR

CONSTRUCTION PHASE OF THE I-15 CORRIDOR FREIGHT AND EXPRESS LANES PROJECT – CONTRACT 1

This Amendment No. 1 (AMENDMENT) to Agreement 08-1758 (AGREEMENT), effective _____ is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and :

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

RECITALS

1. CALTRANS and SBCTA, collectively referred to as PARTIES, entered into an AGREEMENT on November 15, 2023, defining terms and conditions of the PROJECT to add two express lanes each way in the median, add auxiliary lanes at select locations, and other operational improvements on the Interstate 15, from south of Cantu-Galleano Ranch Road in Riverside County to north of Foothill Boulevard in San Bernardino County.
2. The AGREEMENT established FUNDING SUMMARY NO.1 AND SPENDING SUMMARY NO. 1. STP funds in the amount of \$6,702,484 in construction support and \$11,989,262 in construction capital. Local (CON) funds in the amount of \$34,092,573 in construction support and \$49,491,811 in construction capital. Local (TSP) funds in the amount of \$999,600 in construction support and \$9,843,297 in construction capital.
3. PARTIES now seek to increase the STP funds by \$158,280 in construction support and increase by \$20,115,935 in construction capital. Increase the Local (CON) funds by \$4,064,742 in construction support and increase by \$941,675 in construction capital. Increase the Local (TSP) funds by \$1,064,079 in construction support and increase by \$1,516,251 in construction capital. PARTIES also seek to add the plant establishment clauses in paragraph 42.1 in Construction.

Agreement 08-1758 A-1
EA 0R801
Project No. 0820000075
08-SBD-015-0.0/7.4
08-RIV-015-48.9/52.3
SBCTA Contract No. 23-1002843

IT IS THEREFORE MUTUALLY AGREED

1. A revised FUNDING SUMMARY NO. 02, is attached and made part of the AGREEMENT. Any reference to the FUNDING SUMMARY in the AGREEMENT is deemed to refer to the revised FUNDING SUMMARY NO. 02 attached herein.
2. Construction, Paragraph 42.1 is added to the AGREEMENT to read as follows:

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.
3. All other terms and conditions of the AGREEMENT shall remain in full force and effect.
4. This AMENDMENT is deemed to be included and made part of the AGREEMENT.

Agreement 08-1758 A-1
EA 0R801
Project No. 082000075
08-SBD-015-0.0/7.4
08-RIV-015-48.9/52.3
SBCTA Contract No. 23-1002843

Attachment: 23-1002843-01 (10454 : I-15 Corridor Freight & Express Lanes - Amendment No. 1 to Cooperative Agreement No. 23-1002843)

SIGNATURES

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

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

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

**STATE OF CALIFORNIA
DEPARTMENT OF
TRANSPORTATION**

HQ Accounting Supervisor

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

Agreement 08-1758 A-1
EA 0R801
Project No. 0820000075
08-SBD-015-0.0/7.4
08-RIV-015-48.9/52.3
SBCTA Contract No. 23-1002843

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

(not for signature at this time)

Raymond W. Wolfe
Executive Director

Approved as to form:

Juanda L. Daniel
Assistant General Counsel

DRAFT

Attachment: 23-1002843-01 (10454 : I-15 Corridor Freight & Express Lanes - Amendment No. 1 to Cooperative Agreement No. 23-1002843)

Agreement 08-1758 A-1
 EA 0R801
 Project No. 082000075
 08-SBD-015-0.0/7.4
 08-RIV-015-48.9/52.3
 SBCTA Contract No. 23-1002843

FUNDING SUMMARY NO. 02

<u>FUNDING TABLE</u>					
<u>IMPLEMENTING AGENCY</u> →			<u>SBCTA</u>		Totals
Source	Party	Fund Type	CONST. SUPPORT	CONST. CAPITAL	
STATE	CALTRANS	SB1/TCEP-State	0	66,539,000	66,539,000
STATE	SBCTA	STIP/RIP	0	72,274,000	72,274,000
STATE	SBCTA	SB1/LPP-Formula	0	11,554,000	11,554,000
STATE	SBCTA	SB1/TCEP-Local	0	52,200,000	52,200,000
LOCAL-FEDERAL	SBCTA	HIP	0	2,506,276	2,506,276
LOCAL-FEDERAL	SBCTA	STP	6,860,764	32,105,197	38,965,961
LOCAL-FEDERAL	SBCTA	CMAQ	0	41,536,651	41,536,651
LOCAL	SBCTA	Local ^{M(CON)}	38,157,315	50,433,486	88,590,801
LOCAL	SBCTA	Local EEP	379,596	379,596	759,192
LOCAL	SBCTA	Local TSP	2,063,679	11,359,548	13,423,227
Totals			47,461,354	340,887,754	388,349,108

^MNon-federal match

Agreement 08-1758 A-1
 EA 0R801
 Project No. 0820000075
 08-SBD-015-0.0/7.4
 08-RIV-015-48.9/52.3
 SBCTA Contract No. 23-1002843

Attachment: 23-1002843-01 (10454 : I-15 Corridor Freight & Express Lanes - Amendment No. 1 to

<u>SPENDING SUMMARY</u>					
Fund Type	CONST. SUPPORT		CONST. CAPITAL		Totals
	CALTRANS	SBCTA	SBCTA	DFM	
				CALTRANS	
STIP/RIP (CON)	0	0	72,274,000	0	72,274,000
SB1/TCEP-State (CON)	0	0	66,539,000	0	66,539,000
SB1/LPP-Formula (CON)	0	0	11,554,000	0	11,554,000
SB1/TCEP-Local (CON)	0	0	52,200,000	0	52,200,000
HIP (CON)	0	0	2,506,276	0	2,506,276
STP (CON)	6,860,764	0	32,105,197	0	38,965,961
CMAQ (CON)	0	0	41,536,651	0	41,536,651
Local (CON)	0	38,157,315	50,188,986	244,500	88,590,801
Local (EEP)	0	379,596	379,596	0	759,192
Local (TSP)	0	2,063,679	11,359,548	0	13,423,227
Totals	6,860,764	40,600,590	340,643,254	244,500	388,349,108

Funding

1. If there are insufficient funds available in this AGREEMENT to place the PROJECT right-of-way in a safe and operable condition, the appropriate IMPLEMENTING AGENCY will fund these activities until such time as PARTIES amend this AGREEMENT.

That IMPLEMENTING AGENCY may request reimbursement for these costs during the amendment process.

2. If there are insufficient funds in this AGREEMENT to implement the obligations and responsibilities of this AGREEMENT, including the applicable commitments and conditions included in the PROJECT environmental documentation, permits, agreements, and/or approvals that are in effect at a time that WORK stops, each PARTY accepts responsibility to fund their respective WORK until such time as PARTIES amend this AGREEMENT.

Each PARTY may request reimbursement for these costs during the amendment process.

3. The cost of any engineering support performed by CALTRANS includes all direct and applicable indirect costs. CALTRANS calculates indirect costs based solely on the type of funds used to pay support costs. State and federal funds administered by CALTRANS are subject to the current Program Functional Rate. All other funds are subject to the current Program Functional Rate and the current Administration Rate. The Program Functional Rate and Administration Rate are adjusted periodically.
4. If the WORK is funded with state or federal funds, any PARTY seeking CALTRANS reimbursement of indirect costs must submit an indirect cost rate proposal and central service cost allocation plan (if any) in accordance with Local Assistance Procedures Manual, 2 CFR, Part 200 and Chapter 5. These documents are to be submitted annually to CALTRANS' Audits and Investigations for review and acceptance prior to CALTRANS' reimbursement of indirect costs.
5. Travel, per diem, and third-party contract reimbursements for WORK are to be paid from the funds in this AGREEMENT only after the contractor performs the work and incurs said costs.

Payments for travel and per diem will not exceed the rates paid rank and file state employees under current California Department of Human Resources (CalHR) rules current at the effective date of this AGREEMENT.

If SBCTA invoices for rates in excess of CalHR rates, SBCTA will fund the cost difference and reimburse CALTRANS for any overpayment.

6. In accordance with the CALTRANS Federal-Aid Project Funding Guidelines, PARTIES must obtain approval from the Federal Highway Administration prior to any PROJECT funding changes that that will change the federal share of funds.
7. Notwithstanding the terms of this AGREEMENT, PARTIES agree to abide by the funding guidelines for all contributed funds that are programmed and allocated by the CTC.

Invoicing and Payment

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

12. If an executed Program Supplement Agreement (PSA) or STIP Planning, Programming, and Monitoring Program Fund Transfer Agreement (PPM) exists for this PROJECT then SBCTA will abide by the billing and payment conditions detailed for the fund types identified in the PSA or PPM.
13. If CALTRANS reimburses SBCTA for any costs later determined to be unallowable, SBCTA will reimburse those funds.

CONSTRUCTION Support

14. No invoicing or reimbursement will occur for the CONSTRUCTION SUPPORT PROJECT COMPONENT.

CONSTRUCTION Capital

15. SBCTA will invoice and CALTRANS will reimburse for actual costs incurred and paid.

Department Furnished Materials (DFM)

16. CALTRANS will invoice and SBCTA will reimburse for actual costs incurred and paid.
17. CALTRANS will invoice SBCTA for a \$100,000 initial deposit after execution of this AGREEMENT and forty-five (45) working days prior to the commencement of expenditures. This deposit represents one (1) month's/two (2) months' estimated costs.

Minute Action

AGENDA ITEM: 17

Date: April 3, 2024

Subject:

Mount Vernon Avenue Viaduct – Request for Contingency Increase to Construction Contract No. 18-1001966

Recommendation:

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

Increase contingency amount for Construction Contract No. 18-1001966 with Traylor-Granite Joint Venture by \$12,000,000, increasing the amount of contingency and supplemental work from \$17,230,000 to \$29,230,000, to be funded with the City of San Bernardino's (City) equitable share of Measure I Arterial Sub-program funds and City Development Impact Fees, and authorize the Executive Director, or his designee, to release the contingency as necessary for the Mount Vernon Avenue Viaduct Project.

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 funds, Public Share funding through Measure I Valley Arterial Sub-program funds, and the City's local share to be funded through Development Impact Fees.

On January 8, 2020, SBCTA Board of Directors (Board) approved Construction Contract No. 18-1001966 to Traylor-Granite Joint Venture in the amount of \$104,900,000, including a contingency/supplemental amount of \$10,490,000 for contract contingency and \$6,740,000 for risk and supplemental items, for a total contingency/supplemental amount of \$17,230,000.

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 estimated at \$12,000,000, and is significantly higher than the contingency available.

Staff recommends increasing the contingency amount by \$12,000,000, bringing the total contingency/supplemental amount from \$17,230,000 to \$29,230,000, to allocate sufficient construction budget for the completion of the Project. The amount requested is within the balance of the Cooperative Agreement with the City.

Financial Impact:

The Project is included in the adopted Budget for Fiscal Year 2023/2024 and funded with the City of San Bernardino's equitable share of Measure I Arterial Sub-program funds and City's Development Impact Fees, under Task No. 0860 (Arterial Projects), Sub-Task No. 0827 (Mount Vernon Viaduct).

Entity: San Bernardino County Transportation Authority

Board of Directors Agenda Item
April 3, 2024
Page 2

Reviewed By:

This item was reviewed and recommended for approval (16-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on March 14, 2024. SBCTA Procurement Manager and Risk Manager have reviewed this item.

Responsible Staff:

David Tan, Senior Project Manager

Approved
Board of Directors
Date: April 3, 2024

Witnessed By:

General Contract Information

Contract No: 18-1001966 Amendment No.: _____
 Contract Class: Payable Department: Project Delivery
 Vendor No.: 03570 Vendor Name: Traylor-Granite Joint Venture
 Description: Design Build Contract for Mount Vernon Viaduct

Dollar Amount					
Original Contract	\$	104,900,000.00	Original Contingency	\$	17,230,000.00
Prior Amendments	\$	-	Prior Amendments	\$	-
Prior Contingency Released	\$	-	Prior Contingency Released (-)	\$	-
Current Amendment	\$	-	Current Amendment	\$	12,000,000.00
Total/Revised Contract Value	\$	104,900,000.00	Total Contingency Value	\$	29,230,000.00
Total Dollar Authority (Contract Value and Contingency)				\$	134,130,000.00

Contract Authorization
 Board of Directors _____ Date: 04/03/2024 Board _____ Item # 10460

Contract Management (Internal Purposes Only)
 Other Contracts _____ Sole Source? No No Budget Adjustment _____
 Federal/State/Local _____ Design-Build _____ N/A _____

Accounts Payable										
Estimated Start Date:		<u>01/08/2020</u>		Expiration Date:		<u>12/31/2025</u>		Revised Expiration Date: _____		
NHS: <u>No</u>		QMP/QAP: <u>N/A</u>		Prevailing Wage: <u>Yes</u>		Total Contract Funding:		Total Contingency:		
Fund	Prog	Task	Sub-Task	Object	Revenue	PA Level	Revenue Code Name	\$	\$	
GL	6010	40	0860	0827	53701	42421011	650	San Bernardino City	104,900,000.00	29,230,000.00
GL	2080	40	0860	0827	53701	42106802	650	HBP	12,032,030.00	5,314,053.00
GL	4131	40	0860	0827	53701	41100000	650	MSI Arterial	92,867,970.00	13,991,234.28
GL	6010	40	0860	0827	53701	48005007	650	BNSF	-	8,112,000.00
GL									-	1,812,712.72
GL									-	-
GL									-	-
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David Tan _____ Kristi Harris _____
 Project Manager (Print Name) Task Manager (Print Name)

Additional Notes:

Attachment: CSS 18-1001966-01 (10460 : Mount Vernon Avenue Viaduct – Contingency Increase to Construction Contract No. 18-1001966)

Minute Action

AGENDA ITEM: 18

Date: April 3, 2024

Subject:

Annual Right-of-Way Acquisition Updates

Recommendation:

Receive and file the updated list of right-of-way property acquisitions for Project Delivery Department and Transit and Rail Department projects, which includes changes to the Board of Directors' authorized property lists and provides the current listing of San Bernardino County Transportation Authority Eminent Domain actions.

Background:

The San Bernardino County Transportation Authority (SBCTA) is responsible for the development and delivery of transportation projects. In the course of developing and delivering projects, the acquisition of public and private properties is often required to facilitate the implementation of projects. The intent of this agenda item is to inform the Board of Directors (Board) of SBCTA's success in avoiding costly litigation while acquiring property necessary for SBCTA's projects. This agenda item will also provide a listing of all properties that were approved by the Board and properties that have been added or deleted for these projects.

On January 2, 1971, Public Law 91-646 the "Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970," was signed into law by Congress to ensure that people whose real property is acquired, or who must move as a result of the needs of a Federal Aid project, will be treated fairly and equitably and will receive assistance in moving from the property they occupy to a location equal or better. To ensure fair and consistent treatment of property owners and those displaced as a result of the projects, SBCTA developed a Right-of-Way (ROW) Acquisition Procedures Manual compliant with all federal and state laws, statutes, and regulations as applicable, to guide staff through the property acquisition, relocation, and disposition processes. To exercise consistent treatment of property owners, this process is utilized on all property acquisitions whether or not federal funds are utilized.

SBCTA seeks to reach fair settlements with property owners based on the value of Just Compensation, which is derived from appraisal values. Through the acquisition process, staff is highly communicative with those affected by SBCTA's projects in order to gain a full understanding of each property owner's concerns and the factors concerning the appropriate property appraisal. While many acquisitions are either accepted based on Just Compensation, or with limited negotiations, there are situations where; due to schedule considerations, lack of property owner response, title issues on the property, or significant differences on the acquisition price; legal proceedings are required. In these cases, while negotiations with the property owners are continued, the Board conducts a Resolution of Necessity (RON) hearing to establish the need for the property, need for the project, and that a fair offer of Just Compensation has been tendered to the property owner of record.

In cases where a RON hearing occurs, the vast majority of the properties are acquired through a settlement prior to filing of litigation. Settlements occur through contracts that the SBCTA Acquisition Agent negotiates directly with property owners ('Contract' column in Table 1 below), attorney settlement agreements that the court accepts or settlement agreements resulting from mediation by an unbiased third-party mediator ('Attorney' column in Table 1), or through a

Entity: San Bernardino County Transportation Authority

Board of Directors Agenda Item

April 3, 2024

Page 2

trial judgment ('Court' column in Table 1). Only a small proportion of properties actually go to trial to determine Just Compensation for property acquisition. Due to the cost associated with litigation, it is generally in SBCTA's best interest, and in the best interest of property owners, to settle on a fair determination of Just Compensation for the real property interests prior to trial. In an effort to meet the schedule and budget, and to follow state and federal requirements, staff remains committed to practicing fair and equitable treatment of those impacted by SBCTA's projects. The following table is an update to one previously provided to the Metro Valley Study Session in December 2022, showing the current status and number of properties acquired for SBCTA's projects and the ultimate disposition as to how a settlement was reached. To summarize, approximately 60% of all property acquisitions occur without a RON, and an overall 99.67% are acquired without going to trial.

Table 1

Project	Properties/Parcels						
	Number Acquired	Acquired with no RON Hearing	Resolution of Necessity (RON)				
			Total	Litigation/Pending Cases	Settlement Type		
					Contract	Attorney	Court
Interstate 10 Tiptecanoe Avenue Interchange (Caltrans performed ROW acquisition and eminent domain)	63	36	27	0	9	16	2
Interstate 15/Interstate 215 Devore Interchange (SBCTA performed ROW acquisition and Caltrans performed eminent domain)	85	56	29	0	2	27	0
Interstate 215 Barton Road Interchange	37	21	16	0	7	9	0
Lenwood Road Grade Separation	35	10	25	0	17	8	0
Laurel Street Grade Separation	29	22	7	0	6	1	0
Hunts Lane Grade Separation	26	18	8	0	0	8	0
Palm Avenue Grade Separation	9	3	6	0	3	3	0
US 395	67	19	48	0	25	22	1
State Route 210 Base Line/ Lane Addition*	25	21	4	0	1	3	0
State Route 60 Archibald*	6	0	6	3	0	3	0
State Route 60 Central*	6	1	5	1	2	2	0
Interstate 10 Corridor*	183	128	55	7	27	21	0
Mount Vernon Viaduct*	40	30	10	4	5	1	0
Interstate 10 Cedar*	31	19	12	2	0	10	0
Interstate 215 University Parkway*	5	3	2	2	0	0	0
I-10 Mount Vernon Avenue*	3	0	3	3	0	0	0
West Valley Connector Project*	181	71	110	40	46	24	0
Redlands Passenger Rail Project	62	41	21	0	21	0	0
Rancho Siding Project *	3	3	0	0	0	0	0
Total	896	502	394	62	171	158	3

*Still in progress

Board of Directors Agenda Item

April 3, 2024

Page 3

The second part of this agenda item is to provide the Board with a complete listing of properties (shown above) that were approved by the Board for these various projects, including added or deleted properties. Projects with ROW acquisition requirements are taken before the Board and approved with the following language:

“Authorize staff to appraise properties identified in Table __ and to make offers of Just Compensation to the property owners for the acquisition of property necessary for the XXX (Project); and”

“Authorize the Director of Project Delivery to add or delete parcels in Table __ as the Director of Project Delivery determines necessary for the Project.” Or

“Authorize the Director of Transit and Rail Programs to add or delete parcels in Table __ as the Director determines necessary for the Project.”

During the course of project development, minor changes to a project's ROW requirements may occur due to design refinements, construction staging revisions, or utility relocation requirements. SBCTA typically tries to minimize the property impacts on every project, but often the identified list of properties occurs relatively early in the final design and ROW phases, which is why there can be changes to these requirements as the project progresses. Attached are the tables with lists for projects which have been previously approved by the Board. While some projects have had additions or deletions from what was originally approved by the Board, others have had no changes.

Annually, complete listings of Board approved property acquisitions, including added or deleted properties, will be provided to the Metro Valley Study Session, and/or the Mountain/Desert Policy Committee, as well as the Board unless otherwise requested.

Financial Impact:

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

Reviewed By:

This item was received by the Board of Directors Metro Valley Study Session on March 14, 2024 and the Mountain/Desert Policy Committee on March 15, 2024.

Responsible Staff:

Tracy Escobedo, Management Analyst II

Approved
Board of Directors
Date: April 3, 2024

Witnessed By:

I-10 Corridor Contract 1 Project Parcel Listing
Approved
Board of Directors
July 12, 2017

ASSESSOR PARCEL NUMBER (APN)	OWNER	CURRENT LAND USE
0108-381-23	MANEK HOLDINGS, LLC	RESTAURANT
0108-381-30	MISTY LAKE PROPERTIES LP	RETAIL SALES
0108-381-32	REGENCY INN ONTARIO, LLC	DAYS INN HOTEL
0108-382-07	KSKB HOLDINGS LLC	MOBILE HOME PARK
0108-501-43	CUBE SMART LP	COMMERCIAL
0108-501-46	W & W ONTARIO PARTNERS LLC	AUTOMOTIVE USES
0110-144-63	ML-CASA-III LP	MULTI-FAMILY RESIDENTIAL
0110-144-68	AMBERWOOD VILLAGE	MULTI FAMILY RESIDENTIAL
0110-172-03	CITY OF ONTARIO	FIRE DEPARTMENT
0110-172-09	DE BERARD CHARLES & HELEN TR 6-21- 8	7 ELEVEN / GAS STATION
0110-172-10	HP LODGING LLC	MOTEL 6
0110-181-19	1600 E 4TH STREET LLC	PARKING LOT
0110-191-33	DS HOTEL INVESTMENTS INC	HOTEL
0110-191-43	ML CASA III LP	MULTI FAMILY RESIDENTIAL
0110-202-22	GUEREQUE NORMA A	RESIDENTIAL
0110-202-23	AGUIRRE NICOLAS & IRMA R	RESIDENTIAL
0110-202-24	PADILLA JOSE A SALVADOR JUANITA	RESIDENTIAL
0110-202-46	SALEHRABI SHAY S	VACANT
0110-311-52	CRAIG DEVELOPMENT CORP	VACANT
0110-311-53	CRAIG DEVELOPMENT CORP	VACANT
0110-311-54	CRAIG DEVELOPMENT CORP	VACANT
0110-311-55	CRAIG DEVELOPMENT CORP	VACANT
0110-321-12	PADASH INC	COMMERCIAL
0110-321-70	CRAIG DEVELOPMENT CORP	VACANT
0110-321-71	CRAIG DEVELOPMENT CORP	VACANT
0110-321-72	CRAIG DEVELOPMENT CORP	VACANT
0110-321-78	CRAIG DEVELOPMENT CORP	VACANT
0110-311-55	CRAIG DEVELOPMENT CORP	VACANT
0110-351-08	MARTINEZ JUAN	RESIDENTIAL
0110-375-01	PINEDA JOSE MOLINA	RESIDENTIAL
0110-375-02	FOREMAN-KENNETH W-SR & ERICA L	RESIDENTIAL
0110-375-03	CAMPBELL DANIEL & COREY	RESIDENTIAL
0110-375-04	HERNANDEZ-EDHY I	RESIDENTIAL
0110-375-05	COURSEY WALTER L & CHERYL L	RESIDENTIAL

Attachment: I-10 Corridor Contract 1 Project Parcel Listing (10461 : Annual Right-of-Way Acquisition Updates)

ASSESSOR PARCEL NUMBER (APN)	OWNER	CURRENT LAND USE
0440-375-06	SANTANA CARLOS H	RESIDENTIAL
0440-375-07	GODINEZ LEONEL GODINEZ ELIDA	RESIDENTIAL
0440-375-08	MALDONADO JORGE	RESIDENTIAL
0440-375-09	SWEIDAN GREGORY B & MARIA	RESIDENTIAL
0440-375-10	GUTIERREZ GABRIEL GUTIERREZ ORALI	RESIDENTIAL
0440-375-11	GUEVA DEANN & JUAN	RESIDENTIAL
0440-375-12	CULWELL DONALD L SR AND IRENE	RESIDENTIAL
0440-381-01	GAMBIO FAMILY TRUST 1/24/97	RESIDENTIAL
0440-381-02	THOMAS KADER R	RESIDENTIAL
0440-381-03	CHEN WEN TU & AMANDA YU FANG	RESIDENTIAL
0110-422-01	CORTEZ EFRAIN	RESIDENTIAL
0110-422-02	PEDROZA SERGIO & RAQUEL	RESIDENTIAL
0110-422-03	TORRES ARMANDO & MARIA ARMEN	RESIDENTIAL
0110-422-04	CRINER JAMES CHARLES	RESIDENTIAL
0110-422-05	DAGOBERTO PINEDA	RESIDENTIAL
0440-422-06	ALCALA GUADALUPE & CARMEN	RESIDENTIAL
0440-422-07	CORTEZ RAMOS JOSE M ESQUIVEL UILLERMINA	RESIDENTIAL
0110-422-08	TAMAYO MARIA M TAMAYO ONATHON	RESIDENTIAL
0110-422-09	GARCIA JESUS	RESIDENTIAL
0110-422-10	HERNANDEZ SALVADOR HERNANDEZ ALBERTO	RESIDENTIAL
0110-422-11	JUANMOLINA TR	RESIDENTIAL
0110-422-12	CEJA JANET	RESIDENTIAL
0110-422-13	PURDY MARGARET E TR	RESIDENTIAL
0110-422-14	LUCAS JUAN T CARRIZALES LORIA RODRIGUE	RESIDENTIAL
0110-422-15	STANSBURY JOHN JR & BRENDA	RESIDENTIAL
0110-422-16	MARTINEZ MARICELA	RESIDENTIAL
0110-422-17	PEASE STEVEN D & CHRISTINA D	RESIDENTIAL
0110-422-18	GONZALES GILBERT M & ROSA L FAM TRU	RESIDENTIAL
0110-422-19	ELIZONDO FRANCISCA	RESIDENTIAL
0110-422-20	FERRERI GARY S	RESIDENTIAL
0110-422-21	FLORES GONZALO ANDRADE HERNANDEZ LAURA	RESIDENTIAL
0110-422-22	JOSE FRANCISCO AGUILAR	RESIDENTIAL
0110-422-23	AVILA JOSE ISABEL	RESIDENTIAL
0110-422-24	ALLENDE MIGUEL & JUANA (SP-IGUEL)	RESIDENTIAL
0110-422-25	VEGA OCTAVIO S & ROSA P	RESIDENTIAL
0210-191-13	SEDONA COURT ADJACENT LLC	PARKING LOT

ASSESSOR PARCEL NUMBER (APN)	OWNER	CURRENT LAND USE
0210-191-15	AP-TRANSPARK LLC	OFFICE
0210-191-16	REXFORD INDUSTRIAL REALTY, LP	COMMERCIAL
0210-192-21	ONTARIO AIRPORT BUSINESS CENTER LLC	PARKING LOT
0210-192-22	ONTARIO AIRPORT BUSINESS CENTER LLC	VACANT
0210-192-23	ONTARIO AIRPORT BUSINESS CENTER LLC	VACANT
0210-192-24	ONTARIO AIRPORT BUSINESS CENTER LLC	VACANT
0210-193-20	SOUTHWEST REGIONAL COUNCIL OF CARPEN	SCHOOL/PARK
0210-211-50	PLAZA CONTINENTAL GROUP, LLC	PARKING LOT
0210-212-20	HEARTHSTONE PROPERTIES POMONA	INDUSTRIAL
0210-212-28	LARO PROPERTIES LP	COMMERCIAL
0210-212-29	CITIZENS BUSINESS BANK	PARKING LOT
0210-212-30	CITIZENS BUSINESS BANK	OFFICE
0210-212-31	CITIZENS BUSINESS BANK	PARKING LOT
0210-212-32	501 PONDEROSA LLC	INDUSTRIAL
0210-212-47	LBA RV-COMPANY, LLC	INDUSTRIAL
0210-212-55	ONTARIO REAL PROPERTY HOLDINGS LLC	CAR DEALERSHIP
0210-212-60	PRIME A INVESTMENTS LLC	VACANT
0210-551-01	CARVANA	VACANT
0210-551-09	DLR HOLDINGS 4 LLC	OFFICE
0210-551-12	CENTRELAKE HOSPITALITY INC	HOTEL
0210-551-13	OSAKA-PANDA ONTARIO LTD	RESTAURANT
0210-551-14	CHAMPANA DEVELOPMENT GROUP	OFFICE
0210-551-16	W E ONTARIO LLC	RESTAURANT
0238-044-30	ZELMAN-ONTARIO LLG	SHOPPING CENTER
0238-051-39	PANGAL-ONTARIO-PHASE TWO-255-LG	COMMERCIAL
0238-051-40	PANGAL-ONTARIO-PHASE TWO-255-LLG	COMMERCIAL
1008-181-07	5060 MONTCLAIR PLAZA LANE HOLDINGS L	SHOPPING CENTER
1008-191-01	5060 MONTCLAIR PLAZA LANE HOLDINGS L	SHOPPING CENTER
1008-191-04	5060 MONTCLAIR PLAZA LANE HOLDINGS L	SHOPPING CENTER
1008-191-05	CITY OF MONTCLAIR	CHANNEL
1008-201-01	MORENO STREET PROP LLC	RETAIL SALES
1008-201-20	BLANCHE CAHVIN FAMILY LTD PARTNERSHIP	RETAIL SALES
1008-201-22	MONTCLAIR PLAZA PARTNERS, LLC	SHOPPING CENTER
1008-211-05	CANBEMORE, LLC	INDUSTRIAL
1008-211-06	MORENO ST LLC	RETAIL (PEGASSUS HOBBIES)
1008-211-04	BBNE INVESTMENTS MONTCLAIR, LLC	GIANT RV

ASSESSOR PARCEL NUMBER (APN)	OWNER	CURRENT LAND USE
1008-211-07	BBNE INVESTMENTS MONTCLAIR, LLC	GIANT RV
4008-231-08	DEJAGER FAMILY TRUST 12/8/00	COMMERCIAL
4008-231-21	MKP HOSPITALITY INC	HOTEL
1008-242-07	CT RETAIL PROPERTIES FINANCE II C	SHOPPING CENTER
1008-261-10	WITT VIRGINIA R WITT DARWIN E	RESIDENTIAL
1008-261-45	CHURCH OF CHRIST INLAND VALLEY INC	CHURCH
1008-272-08	MOUNTAIN SIXTH ASSOCIATES LLC	SHOPPING CENTER
1008-283-31	BERNAL ARMANDO & MARIA R	RESIDENTIAL
1008-283-32	MARTIN, BENEDICTO & RUBY T	RESIDENTIAL
1008-301-25	OBREGON FRANCISCO A & ROSA A	RESIDENTIAL
1008-301-26	COVERT FAMILY LIVING TRUST (09/03/02)	RESIDENTIAL
1008-301-27	SBCTA-OWNED	RESIDENTIAL
1008-301-28	KENNON SHARON	RESIDENTIAL
1008-301-34	RYNEER JAMES	RESIDENTIAL
1008-301-35	SBCTA-OWNED	RESIDENTIAL
1008-311-01	MAKI DONALD	RESIDENTIAL
1008-311-04	MALETTO ANNETTE R	RESIDENTIAL
1008-311-05	GABRIEL ALEJANDRE & KAREN ALEJANDRE	RESIDENTIAL
1008-311-06	CITY OF MONTCLAIR	MARARTHUR PARK PARK/PARKING
1008-311-16	PENIEL CHURCH	CHURCH
1008-311-17	CITY OF MONTCLAIR	MARARTHUR PARK
1008-311-18	CITY OF MONTCLAIR	MARARTHUR PARK
1008-311-19	COX COMMUNICATIONS PCS LP	MARARTHUR PARK
1008-331-07	FORMOSA RENTALS LLC	RESTAURANT
1008-331-08	9645 ASAHU LLC	RESTAURANT
1008-331-16	PACIFIC MONTE VISTA, LP	PARKING LOT
1008-341-08	PACIFIC MONTE VISTA, LP	PARKING LOT
1008-332-03	CITY OF MONTCLAIR	FREEDOM PLAZA
1008-332-04	PRESS ON PROPERTIES, LLC/ONTARIO NISSAN INC	CAR DEALERSHIP
1008-341-04	MANAGEMENT AND DEV CO NO 3 LP BLACK STANLEY & JO	RETAIL SALES
1008-344-06	PRESS ON PROPERTIES, LLC/ONTARIO NISSAN INC	COMMERCIAL
1008-344-07	PRESS ON PROPERTIES, LLC/ONTARIO NISSAN INC	COMMERCIAL
1008-351-07	MANAGEMENT AND DEV CO NO 3 LP BLACK STANLEY & JO	RETAIL SALES
1008-651-15	ACEMAKERS INTERNATIONAL; AGAPE RENEWAL MINIST	OFFICE
1009-142-01	MONTE VISTA COUNTY WATER DISTRICT	MVWD UTILITY BUILDING
1009-144-43	THE ANDEN GROUP	MULTI FAMILY RESIDENTIAL

ASSESSOR PARCEL NUMBER (APN)	OWNER	CURRENT LAND USE
1009-153-58	CITY OF MONTCLAIR	LANDSCAPE SW QUAD
1009-153-60	CITY OF MONTCLAIR	NO SITUS
1047-172-02	916 DEODAR STREET LLC	MULTI FAMILY RESIDENTIAL
1047-172-03	SPANGLER, JEFFREY & DENISE FAM TR 9	RESIDENTIAL
1047-172-13	BNL LAND, LLC	RESIDENTIAL
1047-172-15	BNL LAND, LLC	RESIDENTIAL
1047-172-17	T & S ALLIED INVESTMENTS/ TZYH-DER SUN (PREV: ACOSTA ROSA H)	RESIDENTIAL
1047-172-19	WALLACE KIRK & ELENA	RESIDENTIAL
1047-192-61	HEMPHILL LEWIS E TR BIGGS CYNTHIA L TR	COMMERCIAL
1047-202-01	REED DENISE R	RESIDENTIAL
1047-202-16	MALDONADO LUIS M & BEATRIZ A	RESIDENTIAL
1047-202-17	THANH VIET LA PHAM GIANG MINH T	RESIDENTIAL
1047-202-18	FLORES ANTONIO & BLANCA	RESIDENTIAL
1047-211-01	MULLIS CHESTER JR & MARY E	RESIDENTIAL
1047-211-02	RUVALCABA MANUEL & HERMINIA	RESIDENTIAL
1047-211-06	OPRAC	MEDICAL
4047-221-28	HERNANDEZ IRENE	RESIDENTIAL
1047-221-47	WU, ROBERT	MULTI FAMIY RESIDENTIAL
1047-221-48	CITY OF UPLAND	UTILITY
4047-231-02	PARYS HOLDINGS LLG	MEDICAL/DENTAL LABS
1047-231-05	WSSC MANAGEMENT, LLC	MEDICAL/PHARMACY
1047-243-10	BUSH, MICHAEL & SUSAN	RESIDENTIAL
4047-243-11	STEVENSON BILLIE L & DONNA G	RESIDENTIAL
4047-252-01	PEREZ, JOSE CARLOS	RESIDENTIAL
1047-252-02	RAMOS, JEANETTE R; FIERRO, MARISA N	RESIDENTIAL
1047-252-03	DELGADO JOAQUIN B & CECILIA	RESIDENTIAL
1047-252-04	RAMOS GILBERT R & EVANGELINA	RESIDENTIAL
1047-252-05	CAVALLO DONALD A	RESIDENTIAL
1047-252-08	PALICKI FAMILY TRUST 7/8/14	RESIDENTIAL
1047-252-10	ESPINOSA ERASMO JR & MARY L	RESIDENTIAL
1047-252-11	ALVIN WILSON BROWN (PREV. FLORES, ALEX RENE)	RESIDENTIAL
1047-252-12	LEE TIMOTHY RANDALL DAVID & STACI A	RESIDENTIAL
1047-252-13	MATULIONIS MARGIS & KATHLEEN	RESIDENTIAL
1047-252-18	CEJA MARY A	RESIDENTIAL
1047-252-19	HOLMES GLENN R & MARY JANE	RESIDENTIAL
1047-252-20	PRATT MARY A FAMILY PROVISIONS TR	RESIDENTIAL

ASSESSOR PARCEL NUMBER (APN)	OWNER	CURRENT LAND USE
1047-252-21	HALL CHRISTENSEN MARLYS G	RESIDENTIAL
1047-252-30	MCBRIDE BRIAN T & LINDA J	RESIDENTIAL
1047-252-31	SHIRELY ESTELLE	RESIDENTIAL
1047-262-11	EPPS MARY E	RESIDENTIAL
1047-262-12	MUKHTI INVESTMENT GROUP LLC	RESIDENTIAL
1047-262-26	THE STEWART GROUP	COMMERCIAL
1047-262-27	STEWART GROUP LLC THE	PARKING LOT
4047-272-02	ADAMS JASON M & MONICA	RESIDENTIAL
1047-272-03	KOKUGA RONALD H & KAREN A	RESIDENTIAL
1047-272-04	SOTELO NORBERTO & LISA	RESIDENTIAL
1047-272-05	HAYLER DANIEL & LETICIA	RESIDENTIAL
1047-281-07	HERRERA ISIDRO R & IRENE F	RESIDENTIAL
1047-281-08	HERRERA ANTONIO JR	RESIDENTIAL
1047-281-22	GONZALEZ, JOE H	RESIDENTIAL
1047-281-23	OSBORN MARVIN & SANDRA FRAMILY TRU	RESIDENTIAL
1047-281-37	COPELAND CAROLE J LIVING TRUST - ES	RESIDENTIAL
1047-281-38	ARVIZO TILLIE IRREVOACABLE TR	RESIDENTIAL
1047-281-54	BANG, MICHAEL	RESIDENTIAL
1047-281-55	JONES CHARLES & SANDY	RESIDENTIAL
1047-281-56	CADENA MICHAEL A JR & BERENICE	RESIDENTIAL
1047-281-57	REYES DAVID J & ROSITA	RESIDENTIAL
1047-281-58	N REYES AND ELIZABETH T. KOSSMAN; AND DAVID J. RE	RESIDENTIAL
1047-292-10	L2 GROUP LLC	RESIDENTIAL
1047-293-01	CHILDERS BEVERLY TRUST 10/10/12	RESIDENTIAL
1047-294-01	NEVILLE JON PAUL & GAYLEAN	RESIDENTIAL
1047-294-02	ESPEJEL LUIS & ANGELES	RESIDENTIAL
1047-294-03	ANDRADE ALBERT A & SHEILA M	RESIDENTIAL
1047-294-04	POULTON JIM & SHARON REV TR 11/11/0	RESIDENTIAL
1047-294-15	HOTALING NICHOLE C BECERRA ALBERT	RESIDENTIAL
1047-294-16	COGNET GUY BECERRA MARYLN VELAZ	RESIDENTIAL
1047-393-15	SANCHEZ REBECCA A	RESIDENTIAL
1047-393-16	BAEZ JOSE A CERVANTES-BAEZ NORMA	RESIDENTIAL
1047-394-01	CORRALES M JONAVI	RESIDENTIAL
1047-394-02	PIRRO, WILLIAM F. III & SANDOVAL, DESERIE A.	RESIDENTIAL
1047-394-03	BRADSHAW FAMILY TRUST 7-20-00	RESIDENTIAL
1047-394-24	OJEDA MARIO	RESIDENTIAL

ASSESSOR PARCEL NUMBER (APN)	OWNER	CURRENT LAND USE
1047-394-25	RUIZ IRENE	RESIDENTIAL
1047-394-26	FLORES JUAN A FLORES BLANCA E	RESIDENTIAL
1047-424-01	PEREZ 2003 FAMILY TRUST	RESIDENTIAL
1047-424-02	CHEN, LI JUN; CHEN, WEN BIN	RESIDENTIAL
1047-424-03	PHAM, TRAC NGOC	VACANT
1047-424-04	SAN ANTONIO WATER CO	WELL/WATER
1047-424-05	LIMON LAMERTO & MIRNA	RESIDENTIAL
1047-424-06	MEDINA RICARDO & MARIA D	RESIDENTIAL
1047-424-61	EUCLID GARDEN PARTNERSHIP	MULTI FAMILY RESIDENTIAL
1047-431-34	ARAIN, MOHAMMAD HASSA SEP PROP FAM TR	MULTI FAMILY RESIDENTIAL
1047-443-01	ZHU HUILI	VACANT / WEST CUCAMONGA CHANNEL
1008-331-06	CRYSTAL RIDGE INVESTMENT	COMMERCIAL
1047-242-13	CITY OF ONTARIO	PUBLIC
1047-242-14	CITY OF ONTARIO	PUBLIC
1047-242-15	CITY OF ONTARIO	PUBLIC
1047-242-16	CITY OF ONTARIO	PUBLIC
1047-242-17	CITY OF ONTARIO	PUBLIC
1047-242-18	CITY OF ONTARIO	PUBLIC
1047-242-19	CITY OF ONTARIO	PUBLIC
1047-262-10	LARRY AND LETICIA SCHROEDER (PREV. COBBOLD FAMILY TRUST 2-20-03)	RESIDENTIAL
1047-411-14	MACIAS, ANA	RESIDENTIAL
1047-411-30	GONZALEZ, MARIA DE JESUS	RESIDENTIAL
1008-201-19	CHAVIN FAMILY PARTNERSHIP	COMMERCIAL
1008-371-19	GERSHMAN PROPERTIES/ LMW INVESTMENTS, ET AL	COMMERCIAL
1009-145-92	CITY OF MONTCLAIR	PUBLIC
1008-651-09	WU, XIAO BING; 2016 XIAO BING WU REVOCABLE TRUST	COMMERCIAL
0110-321-12	DWAA P PETROLEUM PROPERTY, LLC (Please Note: This item was included in the July 20 Board item; however, was not included in the Initial E-76)	COMMERCIAL
0110-321-79	ONTARIO CAPITAL PARTNERS, LLC	VACANT
0210-192-18	SW ONTARIO, LLC	COMMERCIAL
0210-192-19	SW ONTARIO, LLC	COMMERCIAL
0210-192-20	SW ONTARIO, LLC	COMMERCIAL
0210-193-29 (prev 0210-193-16)	ADMINSURE (Please Note: Due to work on this property, Admisure is added back to the list).	COMMERCIAL
0238-052-41 0238-052-46	SHEA CENTER ONTARIO, LLC	COMMERCIAL

Notes: Per previously authorized delegation from the Board of Directors, the Director of Project Delivery can add and delete parcels as deemed necessary for the project. Stricken parcels were deleted and bolded parcels were added.

SR 210 Lane Addition and Base Line Interchange Project Parcel Listing
Approved
Board of Directors
November 1, 2017

ASSESSOR PARCEL NUMBER (APN)	OWNER	CURRENT LAND USE
1191-121-26	BOTTINI, STEVEN & BERTA LISA	RESIDENTIAL
1191-121-25	CU, DENNIS & TERESITA	RESIDENTIAL
1191-121-24	ROCHESTER, TERRESA M	RESIDENTIAL
1191-121-23	CHIEM, KATHERINE	RESIDENTIAL
1191-121-22	2015-2 IH2 BORROWER LP	RESIDENTIAL
1191-121-21	HOLLEY, MANUEL L	RESIDENTIAL
1191-121-36	DEJESUS TAVARES PEREZ, JOSE	RESIDENTIAL
1200-181-01	MDM PTS-LP	RESIDENTIAL
1200-421-02	FOCUS BASELINE, LLC	VACANT
1200-421-03		
1191-315-09, 10	PLASENCIA, GLORIA	RESIDENTIAL
1191-294-25	WILLOW CREEK TOWNHOUSES LLC	RESIDENTIAL
1191-294-26	AGOURA WILLOWCREEK LTD	RESIDENTIAL
1201-051-16	YN PROPERTIES LLC	COMMERCIAL
1201-051-17	KOAM PROPERTY INVEST, INC	COMMERCIAL
0285-176-16	HIGHLAND AND STERLING LLC	COMMERCIAL
0290-271-07, 08	ROBERTSON'S READY MIX	INDUSTRIAL
0290-271-02	CITY OF REDLANDS / CEMEX	INDUSTRIAL
1191-121-34	SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT	
1200-181-04	CITY OF SAN BERNARDINO	PUBLIC
1200-461-08	ROBERT M. HACKERD TRUST	COMMERCIAL
1200-461-09		
1200-461-24		
1200-461-25		
1201-091-45	ACAA LIMITED PARTNERSHIP	COMMERCIAL

*Note: Per previously authorized delegation from the Board of Directors, the Director of Project Delivery can add and delete parcels as deemed necessary for the project. Stricken parcels were deleted.

SR 60 Archibald Project Parcel Listin
Approved
Board of Directors
September 6, 2017

ASSESSOR PARCEL NUMBER (APN)	OWNER	CURRENT LAND USE
1083-011-01	KUZINA DEVELOPMENT LLC	COMMERCIAL
1083-071-14	SHIL & MINAH PARK	INDUSTRIAL
1083-071-04	DENNYS, INC	COMMERCIAL
1083-071-26	PATEL & JOSHI HOSPITALITY CORP	COMMERCIAL
1083-071-10	GOLDEN ARCH LIMITED PARTNERSHIP	COMMERCIAL
1083-011-05	MALKHASIAN, GARY K. & MALKHASIAN, ANDREW S.	COMMERCIAL

*Notes: Per previously authorized delegation from the Board of Directors, the Director of Project Delivery can add and delete parcels as deemed necessary for the project. Bolded parcels were added.

Attachment: SR 60 Archibald Project Parcel Listing (10461 : Annual Right-of-Way Acquisition Updates)

SR 60 Central Avenue Project Parcel Listing

Approved
Board of Directors
July 11, 2018

ASSESSOR PARCEL NUMBER (APN)	OWNER	CURRENT LAND USE
1015-021-34, 1015-071-10	SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT	DRAINAGE CHANNEL
1015-041-06	LUCRATIVE NETWORK LLC	COMMERCIAL
1015-041-07	G6 HOSPITALITY	COMMERCIAL
1015-041-12	AMTEE INVESTMENTS	COMMERCIAL
1015-301-01	ELITE DYNAMICS	COMMERCIAL
1015-271-05	THRIFTY OIL COMPANY	COMMERCIAL

I-215 University Parkway Project Parcel Listing
Approved
Board of Directors
March 4, 2020

ASSESSOR PARCEL NUMBER (APN)	OWNER	CURRENT LAND USE
0266-072-33	KAYMAZ, JIMMY	COMMERCIAL
0266-072-32	CHOI JUNGHWAN AND ELAINE	COMMERCIAL
0266-591-08	SAN NERNARDINO SCOTTISH RITE BUILDING ASSOCIATION	COMMERCIAL
0266-561-23	G&M GAPCO, LLC	COMMERCIAL
0266-561-03	SB HOTEL NORTH	COMMERCIAL
DDA7219-01-01	CALTRANS	COMMERCIAL

*Notes: Per previously authorized delegation from the Board of Directors, the Director of Project Delivery can add and delete parcels as deemed necessary for the project. Bolded properties were added.

Attachment: I-215 University Parkway Project Parcel Listing (10461 : Annual Right-of-Way Acquisition Updates)

I-10 Cedar Avenue Interchange Improvement Project Parcel Listing
Approved
Board of Directors
December 5, 2018

ASSESSOR PARCEL NUMBER (APN)	OWNER	CURRENT LAND USE
0253-171-16, 0253-211-56	BORUCHIN , JOHN TR	VACANT
0253-204-15	NAZARI FAMILY LIVING TRUST 6-30-99	VACANT
0253-204-16	FLORES , MARIA ESPERANZA	RESIDENTIAL
0253-204-17	CASILLAS, ANTONIO G	RESIDENTIAL
0253-204-18	PECK, JAMES M	VACANT
0253-052-23	WILLIAMS, DENNIS, R JR.	RESIDENTIAL
0253-052-24	JIMENEZ, ROBERT E & RACHEL R FAM. TR.	RESIDENTIAL
0253-052-25	ALVARADO, EDUARDO R	RESIDENTIAL
0253-052-26	BOECHE, HAROLD A TR.	RESIDENTIAL
0253-052-27, 0253-052-28	O AND R FOUR WHEEL DRIVE CENTER	COMMERCIAL
0253-052-39	HHI SAN BERNARDINO LLC	COMMERCIAL
0253-192-30, 0253-192-32	GOMES, AMANDA K	VACANT
0253-192-53	KOSS FAMILY TRUST	COMMERCIAL
0253-203-35	PEREZ, REGGIE	RESIDENTIAL
0253-203-32	RAMIREZ, RAMON	RESIDENTIAL
0253-203-36	MOJICA, HECTOR L	RESIDENTIAL
0252-161-08	LOPEZ, JAVIER O	COMMERCIAL
0252-161-09, 0252-161-10	BLOOMINGTON PARK & RECREATION DIST	PUBLIC PARK
0252-161-11	OWENS, WILLIAM H TESTAMENTARY TRUST	RESIDENTIAL
0252-161-12	CAMPGROUNDS OF AMERICA LLC	RESIDENTIAL
0252-161-36	TOMAN, MARY A TR	VACANT
0252-161-61	COFRANCESCO, LOUIS K & EVELYN LIV TR	RESIDENTIAL
0252-161-65	HAMULA, KIRK D & ORALIA Z REV TR 9-1	COMMERCIAL
0252-161-57, 0252-161-58	LOG CABIN MOBILE HOME PARK LLC	RESIDENTIAL
0253-205-01	HERNANDEZ, FREDDIE S	RESIDENTIAL
0253-205-21	DEL RIO, VICTOR M	RESIDENTIAL
0253-241-07	SECURE RV STORAGE INC.	COMMERCIAL
0253-205-23	GARCIA, ALFREDO P	RESIDENTIAL
0253-205-25	GOMEZ, GEORGE & ALICE A REV TR 12-9-	RESIDENTIAL
0253-205-26, 0253-205-27	SANCHEZ, FRANCISCO JAVIER CESENA	RESIDENTIAL
0253-205-28	COTA, GREGORIO	RESIDENTIAL
0253-205-29	GARCIA, STEVE	RESIDENTIAL
0253-205-24	JAHNKE, NATALIE C	VACANT
0253-211-50, 0254-232-05, 0253-171-07,0253-242-14	SOUTHERN PACIFIC CO (UPRR)	COMMERCIAL

Notes: Per previously authorized delegation from the Board of Directors, the Director of Project Delivery can add and delete parcels as deemed necessary for the project. Stricken parcels were deleted.

Attachment: I-10 Cedar Project Parcel Listings (10461 : Annual Right-of-Way Acquisition Updates)

Mount Vernon Viaduct Project Parcel Listing
Approved
Board of Directors
January 9, 2019

ASSESSOR PARCEL NUMBER (APN)	OWNER	CURRENT LAND USE
0138-174-01	FRANCISCO & ROSA LANDEROS	RESIDENTIAL
0138-174-02	JOSEPH LOPEZ	RESIDENTIAL
0138-174-05	ALBA RECINOS	RESIDENTIAL
0138-174-06	STEVEN & JULIANNE TORRIJOS	RESIDENTIAL
0138-174-07	ROBERT & MARILYN ALCANTAR	RESIDENTIAL
0138-174-08	VIVIAN TRAN	RESIDENTIAL
0138-174-11	SERGIO LOPEZ	RESIDENTIAL
0138-174-12	LUPE BECERRA & LUISA VARGAS	RESIDENTIAL
0138-174-18	ANTONIO & MARIA OCHOA	RESIDENTIAL
0138-174-20	CHRISTINE LEVARIO	RESIDENTIAL
0138-174-19	CHRISTINE LEVARIO	INDUSTRIAL
0138-174-24	MP OPPORTUNITY PARTNERS I LYC	RESIDENTIAL
0138-174-25	MARIA TORO	INDUSTRIAL
0138-174-26	JUAN CAMEY	RESIDENTIAL
0138-182-01	CHRISTOPHER MUNOZ	RESIDENTIAL
0138-182-02	LUIS SOLIS & CONSUELO DIAZ	RESIDENTIAL
0138-182-03	DESIDERIO & EULALIA TORRES	RESIDENTIAL
0138-182-04	ENRIQUE QUEZADA	RESIDENTIAL
0138-182-34	BENJAMIN GONZALES	RESIDENTIAL
0138-182-05	BENJAMIN GONZALES	INDUSTRIAL
0138-182-07	RAMON MONTECINO & REBECCA RODRIGUEZ	RESIDENTIAL
0138-182-08	RAMON MACIEL	RESIDENTIAL
0138-182-09	JUAN CHAVARIN	RESIDENTIAL
0138-182-10	ANA LOPEZ	INDUSTRIAL
0138-182-11	GUADALUPE LOPEZ	RESIDENTIAL
0138-182-12	ISIDRO LEDESMA	RESIDENTIAL
0138-182-13	VIJAY PHARAR	RESIDENTIAL
0138-182-35	AGAPITA & LEON ALVAREZ	RESIDENTIAL
0138-182-36	KINGSLEY MONTCALIR LP	RESIDENTIAL
0138-182-37	DAVID & TERESA NUNEZ	RESIDENTIAL
0138-182-38	RAUL TEJEDA	RESIDENTIAL
0138-174-22	NORA MENDOZA	RESIDENTIAL
0138-251-04	BANUELOS, NICOLAS	RESIDENTIAL
0138-251-05	ROMERO, RAMON	COMMERCIAL
0138-251-06	OBEZO, MARCO	RESIDENTIAL
0138-251-07	TORBINER, KENNETH & ASYA	RESIDENTIAL
0138-251-08	LABSVIR, ARNIA	COMMERCIAL
0138-251-09	LABSVIR, ARNIA	COMMERCIAL
0138-251-10	GORDOVA, ANDRIAN AND LAURA	RESIDENTIAL
0138-251-03	MACANA, ARNOLDO	RESIDENTIAL
0138-191-01	OLMOS, JOSE M. & BERTHA	COMMERCIAL
0138-181-25	DESAI, MAHESHKUMAR V & ANUP	COMMERCIAL
0138-181-24	DESAI, MAHESHKUMAR V & ANUP	COMMERCIAL
0138-181-23	DESAI, MAHESHKUMAR V & ANUP	COMMERCIAL
0138-181-22	DESAI, MAHESHKUMAR V & ANUP	COMMERCIAL
0138-181-46	BRIKEN HOLDINGS, INC.	COMMERCIAL

ASSESSOR PARCEL NUMBER (APN)	OWNER	CURRENT LAND USE
0138-182-19	JLM ENTERPRISE	COMMERCIAL
0138-182-20	JLM ENTERPRISE	COMMERCIAL
0138-182-21	JLM ENTERPRISE	COMMERCIAL
0138-211-01	AT&SF (BNSF)	AERIAL (PUBLIC FACILITY)
0138-221-06	AT&SF (BNSF)	AERIAL (PUBLIC FACILITY)
0138-283-40	GUZMAN, ARTURO	COMMERCIAL
0138-283-16	HERNANDEZ, ERASMO	RESIDENTIAL
0138-283-17	JFM TRUST	COMMERCIAL
0138-283-18	JFM TRUST	COMMERCIAL
0138-283-13	YANEZ, MARTIN / RAMIREZ, RUBEN	RESIDENTIAL
0138-283-19	BOOKIE BOSS INC.	COMMERCIAL
0138-291-01	AGUINALDO, FERDINAND	COMMERCIAL
0138-291-16	LUIS JUAN, FRANCIS	RESIDENTIAL
0138-291-17	LI, BEI	RESIDENTIAL
0138-291-16	GUTIERREZ, EDUARDO	RESIDENTIAL
0138-291-02	MERUELO, ALEX	COMMERCIAL
0138-291-03	MERUELO, ALEX	COMMERCIAL
0138-291-04	MERUELO, ALEX	COMMERCIAL
0138-291-05	MERUELO, ALEX	COMMERCIAL
0138-291-19	MERUELO, ALEX	COMMERCIAL
0138-291-01	CLEAR CHANNEL (VACANT LOT)	COMMERCIAL
0138-182-21	OUTDOOR ADVERTISING (JFM PROP)	COMMERCIAL
0138-181-26	VALDEZ LORETTA YANEZ	RESIDENTIAL

Notes: Stricken properties were later deemed unnecessary and bolded properties were added.

**US 395 Phase 2 Project Parcel listing
Approved
Board of Directors
December 7, 2022**

ASSESSOR PARCEL NUMBER (APN)	OWNER	CURRENT LAND USE
303-936-109	MPNR PROPERTIES, LCC	VACANT
306-458-101	POPLAR 35 LLC	VACANT
306-454-108	JUE, DONALD LIVING TRUST 7/3/86	VACANT
306-457-108	VICTOR VALLEY COMMUNITY COLLEGE	VACANT
306-454-107	JUE INVESTMENT PARTNERSHIP	VACANT
306-440-103	PIPELINE PETROLEUM BANNING LLC	VACANT
306-440-102	MAIN HESPERIA LLC	VACANT
306-440-101	YUCCA TERRACE INVESTORS LLC	VACANT
306-442-103	U. S. COLD STORAGE OF CALIFORNIA	VACANT
306-442-101	U. S. COLD STORAGE OF CALIFORNIA	VACANT
306-441-113	BHATIA TRUST 11/9/05	VACANT
306-441-114	MALONEY FAMILY TRUST 5/16/17	VACANT
306-441-115	MALONEY FAMILY TRUST 5/16/17	VACANT
313-637-102	395 VICTORVILLE LLC	VACANT
313-635-101	ROBIDOUX, SYLVIA LIVING TRUST	VACANT
313-633-169	CITY OF VICTORVILLE	VACANT
313-633-170	CITY OF LOS ANGELES	TRANSMISSION LINES
313-628-102	SLOUGH FAMILY TRUST 10/19/12	VACANT
313-628-101	SLOUGH FAMILY TRUST 10/19/12	VACANT
307-156-111	PAINE, CHARLES F. TRUST	VACANT
307-156-274	CHUA, HELEN	VACANT
307-156-280	KIM, BRYAN	VACANT
307-155-101	SYCAMORE PROPERTIES	VACANT
307-155-102	SYCAMORE PROPERTIES	VACANT
307-151-107	KASHANIAN, MANSOUR J.	VACANT
313-444-105	DR. PREM REDDY FAMILY FOUNDATION	VACANT
313-444-106	DR. PREM REDDY FAMILY FOUNDATION	VACANT
313-444-103	PRIME A INVESTMENTS LLC	VACANT
313-434-101	OVERLAND OPPORTUNITY FUND LLC	VACANT
313-425-101	OVERLAND OPPORTUNITY FUND LLC	VACANT
313-413-101	REGWAN FAMILY TRUST 7/7/20	VACANT
309-644-107	COTHRAN MALIBU LP	VACANT
309-644-106	COTHRAN MALIBU LP	VACANT
309-644-105	HAFAR SUMMER Q. (PL)	VACANT
309-644-104	HAFAR SUMMER Q. (PL)	VACANT
309-644-103	LUNA VILLAGE 2 LLC	VACANT
309-643-107	395 LUNA PROPERTY LLC	VACANT
309-643-106	MAIDA HOLDING LLC	COMMERCIAL
309-639-103	TAFA INVESTMENT PARTNERSHIP	VACANT
309-639-106	SAKAHARA PROPERTIES, LLC	VACANT
309-638-107	PRIME A INVESTMENTS LLC	VACANT
309-638-109	M L S REALTORS INC.	VACANT
309-638-101	VIC OXFORD INVESTMENTS LLC	VACANT
310-357-108	DR. PREM REDDY FAMILY FOUNDATION	VACANT
310-357-110	DR. PREM REDDY FAMILY FOUNDATION	VACANT
310-357-103	DR. PREM REDDY FAMILY FOUNDATION	VACANT
310-357-102	FEMINO, JAMES J. & DUE LIVING TRUST 3/30/96	VACANT

Attachment: US 395 Phase 2 Project Parcel Listing (10461 : Annual Right-of-Way Acquisition Updates)

ASSESSOR PARCEL NUMBER (APN)	OWNER	CURRENT LAND USE
310-357-101	PALMDALE RD LLC	COMMERCIAL
306-456-117	ANDERSON 2007 TRUST	VACANT
306-456-116	TSAI, TSUNG-CHANG	VACANT
306-456-108	TSAI, TSUNG-CHANG	VACANT
306-456-107	HSIEH, JANE	VACANT
306-455-108	HESPERIA COMMUNITY DEVELOPMENT	COMMERCIAL
306-455-107	HESPERIA COMMUNITY DEVELOPMENT	COMMERCIAL
306-455-106	HESPERIA COMMUNITY DEVELOPMENT	COMMERCIAL
306-454-106	JUE, DONALD LIVING TRUST 7/3/86	VACANT
306-454-105	YLC INVESTMENTS LLC	VACANT
306-453-108	SINGH, MARCELA LIVING TRUST 3/3/10	VACANT
306-440-110	PLAZA STREET FUND 167 LLC	VACANT
306-440-106	PIPELINE PETROLEUM BANNING LLC	VACANT
306-440-105	PIPELINE PETROLEUM BANNING LLC	VACANT
306-440-104	PIPELINE PETROLEUM BANNING LLC	VACANT
306-440-103	PIPELINE PETROLEUM BANNING LLC	VACANT
306-440-102	MAIN HESPERIA LLC	VACANT
306-440-101	YUCCA TERRACE INVESTORS LLC	VACANT
306-438-107	JAGROOP DHILLON	RESIDENTIAL/COMMERCIAL
306-438-105	HANNA, GEORGE & NADIDA REV LIV TR	VACANT
306-438-129	S & P FAMILY TRUST 6/1/96	VACANT
306-438-101	LA BOUEF, MARK & NELLIE FAMILY TR	RESIDENTIAL
306-437-112	SANGHA, VARINDER PAUL	VACANT
306-437-111	HAZBOON, SIDQI S. TRUST	COMMERCIAL
306-437-108	LAGO LIVING TRUST	VACANT
306-437-106	SONG, DANIEL L.	VACANT
313-627-103	LEE, TERESITA	RESIDENTIAL
313-625-106	TK PROPERTIES LLC	VACANT
313-625-103	TK PROPERTIES LLC	VACANT
313-625-102	CAMP AND JULIA SECOND FAMILY LIMITED	VACANT
313-625-101	SHAYAN, PEIMAN	VACANT
307-138-117	PRIME A INVESTMENTS LLC	VACANT
307-138-118	PRIME A INVESTMENTS LLC	VACANT
307-138-110	TATARIAN, VASKEN & KAREN FAMILY TR	VACANT
307-137-112	SANDOVAL, ABRAHAM	VACANT
307-137-111	SINGH, PARTAP	VACANT
307-137-110	ROH, TAE SUNG LIVING TRUST 1/8/16	RESIDENTIAL
307-137-109	WEN, MAY Y	VACANT
307-137-108	CHANG, I-HSIN TR	VACANT
307-137-107	MORISHITA LIVING TRUST 11/1/05	VACANT
307-134-108	HUESING HOLDINGS LLC	VACANT
307-133-108	SALEEB FAMILY TRUST	VACANT
313-412-135	S L A VICTORVILLE LLC	VACANT
313-412-122	UNKNOWN OWNER (CITY OF VICTORVILLE)	VACANT
313-412-142	SHAHIN, LOUIS H TRUST 6/9/94	VACANT
313-411-102	TSAI, WINDY	VACANT
313-410-105	VERTIGO INVESTMENTS GROUP, LLC	VACANT
313-410-102	VERTIGO INVESTMENTS GROUP, LLC	VACANT
313-409-101	TSAI, TSUNG CHANG	VACANT
309-637-104	HONG, MAN PYO & KYUNG JA REV TR	VACANT
309-660-241	CITY OF VICTORVILLE	OPEN SPACE EASEMENT

ASSESSOR PARCEL NUMBER (APN)	OWNER	CURRENT LAND USE
309-636-111	FRONTIER LAND HOLDINGS INC.	VACANT
309-636-104	395 PROPERTIES 26 LLC	VACANT
309-636-112	LAND OF AMERICA 10/28/13	CHECK
309-636-109	GUARDIAN COMMERCIAL REAL ESTATE LP	VACANT
309-696-162	CITY OF VICTORVILLE	OPEN SPACE EASEMENT

I-10 Mount Vernon Avenue Project Parcel Listing
Approved
Board of Directors
July 6, 2022

ASSESSOR PARCEL NUMBER (APN)	OWNER	CURRENT LAND USE
0162-203-14	TABBA MARDINIREAL ESTATE INVESTMNTS LLC C/O ABDUL R MARDINI	COMMERCIAL
0163-041-29	BARENDT, ROY E ETAL-CLAY, RICARD & TAMMY, TRUST 3/2/12	COMMERCIAL
0164-172-30	TRINH, LAN TO	COMMERCIAL
0164-172-31		
0164-172-32		
0164-172-33		
0164-172-41		
0164-172-53	HATZIS, PANAGIOTS	COMMERCIAL
0164-172-53	SONG, SUR CHIN LIV TR 03/13/07 C/O TAX DEPT # 33604	COMMERCIAL
0276-121-09	SINGH, MAJOR SINGH, HARPER	INDUSTRIAL
0276-121-07	SINGH, MAJOR SINGH, HARPER	INDUSTRIAL

*Notes: Per previously authorized delegation from the Board of Directors, the Director of Project Delivery can add and delete parcels as deemed necessary for the project. Stricken parcels were deleted.

**I-10 Corridor Contract 2 Project Parcel Listing
Approved
Board of Directors
March 3, 2023**

ASSESSOR PARCEL NUMBER (APN)	OWNER	CURRENT LAND USE
023-805-246	SHEA CENTER ONTARIO	COMMON STREET AREA
023-805-246	SHEA CENTER ONTARIO	COMMON STREET AREA
023-805-244	SHEA CENTER ONTARIO	INDUSTRIAL
023-805-253	VID ENTERPRISES LCC	INDUSTRIAL
023-601-110	SOUTHERN PACIFIC RAILROAD COMPANY	RAILROAD
023-603-114	SOUTHERN PACIFIC RAILROAD COMPANY	RAILROAD
023-603-115	SOUTHERN PACIFIC RAILROAD COMPANY	RAILROAD
023-604-125	SOUTHERN PACIFIC RAILROAD COMPANY	RAILROAD
025-114-127	SOUTHERN PACIFIC RAILROAD COMPANY	RAILROAD
025-114-114	SOUTHERN PACIFIC RAILROAD COMPANY	RAILROAD
025-422-111	SOUTHERN PACIFIC RAILROAD COMPANY	RAILROAD
025-324-214	SOUTHERN PACIFIC RAILROAD COMPANY	RAILROAD
025-424-114	SOUTHERN PACIFIC RAILROAD COMPANY	RAILROAD
025-424-106	SOUTHERN PACIFIC RAILROAD COMPANY	RAILROAD
013-221-104	SOUTHERN PACIFIC RAILROAD COMPANY	RAILROAD
025-416-101	SOUTHERN PACIFIC RAILROAD COMPANY	RAILROAD
023-805-139	PANCAL ONTARIO PHASE TWO 255 LLC	COMMERCIAL-LANDSCAPE AREA
023-805-140	PANCAL ONTARIO PHASE TWO 255 LLC	COMMERCIAL-LANDSCAPE AREA
N/A	CITY OF ONTARIO	PUBLIC RIGHT OF WAY
023-425-218	STARLITE MGMT-III LP	RESIDENTIAL
023-425-202	DAVID DOMINGUEZ HOOPER	RESIDENTIAL
023-425-203	ARMANDO VILLA	RESIDENTIAL
023-425-204	GUSTAVO DE LA CRUZ	RESIDENTIAL
023-425-205	PARHAM GHODSI	RESIDENTIAL
023-425-206	MUSHEGAIN INDUST PROP LP	RESIDENTIAL
023-425-207	ROMERO ABELE A.	RESIDENTIAL
023-425-208	JULIE MARIE TRINH	RESIDENTIAL
023-425-209	LOUIE A. SIERR	RESIDENTIAL
023-425-210	ISIDRO MENDOZA	RESIDENTIAL
023-425-214	URIEL IRAHETA	RESIDENTIAL
023-425-213	LIZBETH JEANETTE GODINA	RESIDENTIAL
023-425-217	KAL FREIGHT INC	RESIDENTIAL-VACANT
023-517-226	ROSA FERNANDEZ	COMMERCIAL
023-517-217	J. REFUGIO ESPARZA	RESIDENTIAL
023-517-218	STARLITE MANAGEMENT	RESIDENTIAL
023-517-010	LUPITA GARCIA	RESIDENTIAL
023-517-019	JOSE A. LOMELI	RESIDENTIAL
023-517-020	14997 WASHINGTON LLC	COMMERCIAL
023-517-014	14997 WASHINGTON LLC	COMMERCIAL
023-517-015	HUGO CESAR RODRIGUEZ SALDANA	RESIDENTIAL
023-517-024	BARBARA YESCAS	COMMERCIAL
023-517-025	BARBARA YESCAS	COMMERCIAL
023-517-022	BARBARA YESCAS	COMMERCIAL
023-517-023	GUSTAVO DE LA CRUZ	COMMERCIAL
023-517-009	GUSTAVO DE LA CRUZ	COMMERCIAL
023-517-008	SABRENDA L. GUTIERREZ	COMMERCIAL
023-517-001	FERNANDO YANEZ SR FAMILY LIVING TRUST	COMMERCIAL

Attachment: I-10 Corridor Contract 2 Project Parcel Listing (10461 : Annual Right-of-Way Acquisition Updates)

ASSESSOR PARCEL NUMBER (APN)	OWNER	CURRENT LAND USE
023-518-214	EDMUNDO BELTRAN CAZAREZ	COMMERCIAL
023-518-215	EDMUNDO BELTRAN CAZAREZ	COMMERCIAL
023-518-211	ELIZEBETH ESPINOZA	COMMERCIAL
023-518-210	ARNOLDO ESPINOZA	COMMERCIAL
023-518-207	DAVID AYALA	COMMERCIAL
023-518-206	SANTI TRUST	COMMERCIAL
023-518-205	LEO B. GALVAN	COMMERCIAL
023-518-204	JOSEPH G. MCLOUGHLIN LIVING TRUST	COMMERCIAL
023-518-203	JOSEPH G. MCLOUGHLIN LIVING TRUST	COMMERCIAL
023-518-213	MARIO A. BENITEZ	COMMERCIAL
023-521-113	IPT VALLEY LOGISTICS CENTER LLC	COMMERCIAL
025-113-214	DUNCAN T. BUSH	RESIDENTIAL-Vacant
025-113-208	ANDRES GARCIA	RESIDENTIAL
025-116-207	BALMORE N. DIAZ	RESIDENTIAL
025-120-104	VALENCIA GATEWAY RETAIL IV LLC	RETAIL PARKING
025-121-119	EXTRA SPACE PROPERTIES FORTY LLC	COMMERCIAL-LANDSCAPE AREA
025-121-121	SIERRA ME LLC	MOBILE PARK
025-221-102	VILLA FONTANA MOBILES ESTATES LLC	MOBILE PARK
025-211-130	BELL PLAZA LLC	COMMERCIAL-LANDSCAPE AREA
025-212-116	VATAYLOR LLC	COMMERCIAL-LANDSCAPE AREA
025-214-201	CARLOS GARCIA	COMMERCIAL/RESIDENTIAL
025-214-205	ATHSP LLC	COMMERCIAL/RESIDENTIAL
025-214-206	ATHSP LLC	COMMERCIAL/RESIDENTIAL
025-214-244	LEON R. RODARTE SR	COMMERCIAL/RESIDENTIAL
025-214-245	ARLON TRANSPORTATION LLC	COMMERCIAL/RESIDENTIAL
025-214-237	FELIPE CARDENAS	COMMERCIAL/RESIDENTIAL
025-214-234	FELIPE CARDENAS	COMMERCIAL/RESIDENTIAL
025-214-235	RJL REVOCABLE LIVING TRUST	COMMERCIAL/RESIDENTIAL
025-214-210	PEDRO P. CUSTODIO	COMMERCIAL/RESIDENTIAL
025-214-209	PEDRO P. CUSTODIO	COMMERCIAL/RESIDENTIAL
025-214-211	CID FAMILY TRUST	COMMERCIAL/RESIDENTIAL
025-214-212	CID FAMILY TRUST	COMMERCIAL/RESIDENTIAL
025-214-248	JUAN PALACIOUS	COMMERCIAL/RESIDENTIAL
025-214-241	KAMOL KAMILOVICH ABDUVAHABOV	COMMERCIAL/RESIDENTIAL
025-214-240	PENA BROTHERS LLC	COMMERCIAL/RESIDENTIAL
025-214-233	VERA G. REICHERT	COMMERCIAL/RESIDENTIAL
025-214-238	JULIO C. ROBLES	COMMERCIAL/RESIDENTIAL
025-214-239	JULIO C. ROBLES	COMMERCIAL/RESIDENTIAL
025-214-227	ERASMO ROBLES	COMMERCIAL/RESIDENTIAL
025-214-228	ERWIN WEINHART	COMMERCIAL/RESIDENTIAL
025-214-229	ERWIN WEINHART	COMMERCIAL/RESIDENTIAL
025-214-230	EVERARDO CORTEZ REVOCABLE LIVING TRUST	COMMERCIAL/RESIDENTIAL
025-214-219	RUBEN ZEPEDA CABALLERO	COMMERCIAL/RESIDENTIAL
025-214-220	DENNIS L. FROGGE LIVING TRUST	COMMERCIAL/RESIDENTIAL
025-214-221	ANANIA FURDUI	COMMERCIAL/RESIDENTIAL
025-214-222	ANANIA FURDUI	COMMERCIAL/RESIDENTIAL
025-116-116	ELIODORO GUTIERREZ	RESIDENTIAL
025-216-115	AARON ARELLANO	RESIDENTIAL
013-221-111	WILLIAM KALMIKOV	RESIDENTIAL
013-221-108	WILLIAM KALMIKOV	RESIDENTIAL

Rancho Siding Project Parcel Listing
Approved
Board of Directors
May 5, 2021

ASSESSOR PARCEL NUMBER (APN)	OWNER	CURRENT LAND USE
0202-013-85-0000	CITY OF RANCHO CUCAMONGA	GOVERNMENT
0209-013-87-0000	CITY OF RANCHO CUCAMONGA	INDUSTRIAL/VACANT LAND
0209-032-13-0000	ZARP PROPERTIES LLC	AUTO REPAIR/GARAGE/COMMERCIAL
0209-032-63-0000	KINGSMAN, CRAIG TRUST	Mini warehouse, Self storage/ Commercial
0209-032-11-0000	WILKINSON FAMILY TRUST	Mini warehouse, Self storage/ Commercial
0209-032-17-0000	WONG, ROBERT K. & MARY L LIMITED PARTNERSHIP	Mini warehouse, Self storage/ Commercial
0209-032-29-0000	JNS INVESTMENTS LLCC	Mini warehouse, Self storage/ Commercial
0209-062-04-0000	SBCTA	GOVERNMENT
0209-013-22-0000	SBCTA	GENERAL USE/VACANT LAND
8TH ST ROW	CITY OF RANCHO CUCAMONGA	VACANT LAND/RIGHT OF WAY

Notes: Stricken properties were deemed unnecessary and bolded properties have been added.

West Valley Connector Project Parcel Listing
Approved
Board of Directors
January 6, 2021

ASSESSOR PARCEL NUMBER (APN)	OWNER	CURRENT LAND USE
11006101	DE VAZQUEZ, ELODIS MUNOZ	COMMERCIAL/VACANT LAND
11006104	SALHAB, FAYEK	COMMERCIAL/VACANT LAND
44006117	SAN BERNARDINO CO FLOOD CONTROL DIST	GENERAL/VACANT LAND
11006118	SALHAB, FAYEK J	CONVENIENCE STORE (7-11)
11007102	SHIH, SEN M	COMMERCIAL/VACANT LAND
11007106	AMERICAN WEST REGIONAL CENTER LLC	COMMERCIAL/VACANT LAND
11007107	AMERICAN WEST REGIONAL CENTER LLC	COMMERCIAL/VACANT LAND
11007210	GRABOWSKI, PATRICK F	COMMERCIAL/THEATER
11007211	GRABOWSKI, PATRICK F (COMET TRAILER PARK)	MOBILE/MANUFACTURED HOME (REGARDLESS OF LAND OWNERSHIP)
11011110	ROWLANDS PROPERTIES	COMMERCIAL/VACANT LAND
11012105	MATLOCK LIVING TRUST 1997 4-2-97	INDUSTRIAL/VACANT LAND
11012108	BEACON GROUP INC, THE	COMMERCIAL/AUTO REPAIR (& RELATED), GARAGE
11012109	BEACON GROUP INC, THE	LIGHT INDUSTRIAL/10% IMPROVED OFFICE SPACE; MACHINE SHOP
11012110	BEACON GROUP INC, THE	COMMERCIAL/ DISTRIBUTION WAREHOUSE (REGIONAL)
11013106	PANNONE PROPERTIES LLC	COMMERCIAL/ DISTRIBUTION WAREHOUSE (REGIONAL)
11013107	PANNONE PROPERTIES LLC	COMMERCIAL/ DISTRIBUTION WAREHOUSE (REGIONAL)
11013108	PANNONE PROPERTIES LLC	COMMERCIAL/RETAIL STORES (PERSONAL SERVICES, PHOTOGRAPHY, TRAVEL)
11013109	JAUREGUI, FRANCISCO	COMMERCIAL/VACANT LAND
11013113	LA COMMARE, JAMES AND JOSEPHINE TR	COMMERCIAL/PARKING LOT
44043422	SAN BERNARDINO CO FLOOD CONTROL DIST	COMMERCIAL/GENERAL/VACANT LAND
101049102	PAYMASTER ASHWIN C	COMMERCIAL
101049103	MAHDAVI AMIR	COMMERCIAL
101049116	HAGEN JHON D	COMMERCIAL/AUTO REPAIR (& RELATED), GARAGE
101052217	SARINANA, LARRY	COMMERCIAL
101054301	CUCCUIA FRANK J FAMILY TRUST	COMMERCIAL/PARKING
101054302	CUCCUIA FRANK J FAMILY TRUST	COMMERCIAL/PARKING
101054303	CUCCUIA FRANK J FAMILY TRUST	COMMERCIAL/VACANT
101054304	NASH MOTOR LLC	COMMERCIAL
101054305	RYAN, E & R MARITAL TRUST 3-31-86	SINGLE FAMILY RESIDENTIAL
101054306	RYAN, E & R MARITAL TRUST 3-31-86	COMMERCIAL NEIGHBORHOOD: SHOPPING CENTER, STRIP CENTER, ENTERPRISE ZONE
101054307	ROSE-IN-BLOOM INC	COMMERCIAL - RETAIL STORES
101054309	ROBINSON, LINDA	COMMERCIAL/PARKING
101054310	CHAROLET, CESAR	COMMERCIAL/AUTO CENTER
101054311	CHAROLET, CESAR	COMMERCIAL/PARKING LOT
101054312	CAMPIO, EARL	COMMERCIAL/RESIDENTIAL COMMERCIAL/OFFICE/RESIDENTIAL
101054313	JUAREZ FAMILY 2005 REV TR 9-23-05	COMMERCIAL/RETAIL STORES (PERSONAL SERVICES, PHOTOGRAPHY, TRAVEL)
101054314	JUAREZ FAMILY 2005 REV TR 9-23-05	COMMERCIAL/RETAIL STORES (PERSONAL SERVICES, PHOTOGRAPHY, TRAVEL)
101054332	GRIMES, ELIZABETH TRUST	COMMERCIAL/NEIGHBORHOOD: SHOPPING CENTER, STRIP CENTER, ENTERPRISE ZONE
101055205	DOWNEY BRAD	COMMERCIAL/PARKING
101055206	MUNUGALA, BHASKARA	COMMERCIAL
101055207	JAFARARIN, AMIN	COMMERCIAL
101055211	GONZALEZ, ALBERTO	COMMERCIAL
101055212	SOLANKI, GIRISH	COMMERCIAL/RETAIL
101055213	SOLANKI, GIRISH	COMMERCIAL/RETAIL
101055214	MALAGON, SYLVERIO	COMMERCIAL/RESTAURANT
101055215	MALAGON, SYLVERIO	COMMERCIAL/PARKING
101055232	JUAREZ, ALBINO	COMMERCIAL
101055233	JUAREZ, ALBINO	COMMERCIAL
101055234	JUAREZ, ALBINO	COMMERCIAL/PARKING
101055237	JAFARARIN, AMIN	COMMERCIAL
101055238	NABHAN, MAJED	COMMERCIAL

Attachment: West Valley Connector Project Parcel Listing (10461 : Annual Right-of-Way Acquisition Updates)

ASSESSOR PARCEL NUMBER (APN)	OWNER	CURRENT LAND USE
101111104	UTR HOLT BENSON LLC	COMMERCIAL/VACANT
101111105	HOLT INVESTMENT LLC	COMMERCIAL/AUTO REPAIR (& RELATED), GARAGE
101111118	ASTFALK ROY DALE TR	COMMERCIAL/RETAIL STORES (PERSONAL SERVICES, PHOTOGRAPHY, TRAVEL)
101111120	LIN, SHINN LIANG	COMMERCIAL/LIGHT INDUSTRIAL (10% IMPROVED OFFICE SPACE; MACHINE SHOP)
101111121	UTR HOLT BENSON LLC	COMMERCIAL/FINANCIAL BLDG (BANK, S&L, MORTGAGE, LOAN, CREDIT)
101112102	JAUGERUI TRINIDAD	COMMERCIAL/VEHICLE RENTALS, VEHICLE SALES (AUTO/TRUCK/RV/BOAT/ETC.)
101112113	HARDEN WILLIAMS	COMMERCIAL/RETAIL STORES (PERSONAL SERVICES, PHOTOGRAPHY, TRAVEL)
101112117	PIRSEH LLC	COMMERCIAL/VEHICLE RENTALS, VEHICLE SALES (AUTO/TRUCK/RV/BOAT/ETC.)
101112118	PIRSEH LLC	COMMERCIAL/VEHICLE RENTALS, VEHICLE SALES (AUTO/TRUCK/RV/BOAT/ETC.)
101112122	ONTARIO ICE SKATING CENTER INC	COMMERCIAL
101112124	JABER FAMILY TRUST	COMMERCIAL/RETAIL STORES (PERSONAL SERVICES, PHOTOGRAPHY, TRAVEL)
101112126	DEWEY GROUP LP	COMMERCIAL OFFICE (GENERAL)
101112127 (101112121)?	BUX KARIM	COMMERCIAL/LIGHT INDUSTRIAL (10% IMPROVED OFFICE SPACE; MACHINE SHOP)
101113207	PAINT BUCKET INC	COMMERCIAL/RETAIL
101113208	YAVELAK, DUANE & SHIRLEY FAM REV LIV	COMMERCIAL
101113209	YAVELAK FAMILY REVOC LIVING TRUST	COMMERCIAL
101113210	FERNANDEZ FAMILY TRUST 3/2/15	COMMERCIAL/AUTO REPAIR (& RELATED), GARAGE
101113211	FERNANDEZ FAMILY TRUST 3/2/15	COMMERCIAL/MINI-WAREHOUSE, SELF-STORAGE
101113212	VOLM, ROBERT W	COMMERCIAL/AUTO REPAIR (& RELATED), GARAGE
101114106	NRP DEVELOPMENT, INC	COMMERCIAL/VEHICLE RENTALS, VEHICLE SALES\ (AUTO/TRUCK/RV/BOAT/ETC.)
101114107	GRACE PROPERTY MANAGEMENT LLC	COMMERCIAL OFFICE (GENERAL)
101114111	SHORT, WILLIAM S & AUDREE L	COMMERCIAL/VACANT/PARKING
101114113	SHORT, WILLIAM S	COMMERCIAL/AUTO REPAIR (& RELATED), GARAGE
101114116	DIBADJ, HAMID	COMMERCIAL/VEHICLE RENTALS, VEHICLE SALES (AUTO/TRUCK/RV/BOAT/ETC.)
101114130	SHORT, WILLIAM S	COMMERCIAL - VACANT LAND
101114132	SILVERTON EXEMPT TRUST 3/13/07	COMMERCIAL OFFICE (GENERAL)
101114135	LIEU, KHANG BAO	COMMERCIAL/MOTEL
101114136	KAITZ, ROBERT M & BARBARA E 2001 FAM	COMMERCIAL/RETAIL STORES (PERSONAL SERVICES, PHOTOGRAPHY, TRAVEL)
104847114	HARB, NADIM FAYEZ	COMMERCIAL - VACANT LAND
104847115	VALENCIA, BENJAMIN N	COMMERCIAL/AUTO REPAIR (& RELATED), GARAGE
104847122	JOYFUL NATIONS MINISTRIES	COMMERCIAL/VACANT
104847123	JOYFUL NATIONS MINISTRIES	COMMERCIAL/CHURCH
104847124	PAMA IV PROPERTIES LP	RESIDENTIAL/APARTMENTS
104848101	SKY VILA MOBILE PARK	RESIDENTIAL/TRAILER PARK
104848102		COMMERCIAL
104848103	TIRE ZONE LLC	COMMERCIAL
104848106	MILLER LIVING TRUST 3-3-87 - EST OF	COMMERCIAL/VACANT
104848107	JIMENEZ JOSE	COMMERCIAL
104848127	PATEL, B FAMILY TRUST 2-13-91	COMMERCIAL/PARKING
104848128	HARB, MAAN F	COMMERCIAL/VACANT
104848129	HARB, MAAN F	COMMERCIAL/VACANT
104851210	ALEMAN FAMILY TRUST 2014	COMMERCIAL/SERVICE STATION (FULL SERVICE)
104851211	WAS765 LLC	RESIDENTIAL
104851213	IMMANUEL PROPERTY	COMMERCIAL/STRIP
104851214	AREC 8 LLC	COMMERCIAL
104851215	AREC 8 LLC	COMMERCIAL/PARKING
104851216	CHAVEZ, YOLANDA	COMMERCIAL/RETAIL STORES (PERSONAL SERVICES, PHOTOGRAPHY, TRAVEL)
104851217	AYALA, SALVADOR & MARIA C FAM TR 4/1	RESIDENTIAL/DUPLEX (2 UNITS, ANY COMBINATION)
104851218	HALSTEAD, FRANK E & MARIA E FAM TR 8	COMMERCIAL
104851219	CHAING, WILLIAM	COMMERCIAL/PARKING
104851220	CHAING, WILLIAM	COMMERCIAL
104851221 (104851229?)	BIR, RAGHBIR S	COMMERCIAL/VACANT
104851222 (104851229?)	BIR, RAGHBIR S	COMMERCIAL
104851228	LOZANO-ORTEGA	VACANT LAND

ASSESSOR PARCEL NUMBER (APN)	OWNER	CURRENT LAND USE
104852208	OLIVOS, DANIEL & HEDDY FAM TR 07/31/	COMMERCIAL/AUTO REPAIR (& RELATED), GARAGE
104852209	ROSENBLUM, JERRY	COMMERCIAL
104852210	AVILA, RAUL	COMMERCIAL
104852211	BANK OF CALIFORNIA TR	RETAIL STORES (PERSONAL SERVICES, PHOTOGRAPHY, TRAVEL)
104852315	KB MAASS TRUST 2014	SINGLE FAMILY RESIDENTIA
104852316	ELIAS PROPERTIES LLC	MULTI-FAMILY DWELLINGS (GENERIC, ANY COMBINATION 2+)
104852317	INIGUEZ, MANUEL V	SINGLE FAMILY RESIDENTIAL
104852414	KIPPER, RONALD A	PARKING
104852415	KIPPER, RONALD A	COMMERCIAL - VACANT LAND
104852416	KIPPER, RONALD A	PARKING
104852417	TAWIL, ELIA REV TR 12/20/06	COMMERCIAL
104852516	SWERDLOFF, RONALD S	COMMERCIAL
104852517	COLLAZO, JOSE	COMMERCIAL
104852518	COLLAZO, JOSE	COMMERCIAL - VACANT LAND
104852520	CISNEROS, ISRAEL	COMMERCIAL
104859128	EL POLLO LOCO INC	COMMUNITY: SHOPPING PLAZA, SHOPPING CENTER, MINI-MALL
104859129	STATER 108 LLC	GROCERY, SUPERMARKET
104859130	HOLT-SAN ANTONIO LLC	NEIGHBORHOOD: SHOPPING CENTER, STRIP CENTER, ENTERPRISE ZONE
104859132	BAY CAL ONTARIO PARTNERS LLC	VACANT
104860413	MACK PARTNERS LLC	FAST FOOD RESTAURANT / DRIVE-THRU
104860414	RAMIREZ, CRISTOBAL	FAST FOOD RESTAURANT / DRIVE-THRU
104860415	AMINI, HAMID	COMMERCIAL OFFICE (GENERAL)
104901103	QUESADA, VICTORIA R TR	COMMERCIAL/OFFICE/ RESIDENTIAL (MIXED USE)
104901104	REINA HOLDING COMPANY LLC	TOWING
104901105	M & L CENTER LLC	COMMERCIAL
104901201	AMARO REVOCABLE FAMILY TRUST 2008	RESIDENTIAL
104901202	KARPOUZIS LIVING TRUST	PARKING LOT
104901224	KARPOUZIS LIVING TRUST 05/23/05	FAST FOOD RESTAURANT / DRIVE-THRU
104902103	CHIANG FAMILY TRUST 7-8-10	RESTAURANT
104902104	CHIANG FAMILY TRUST 7-8-10	MOTEL
104902128	DINGLE, WILLIAM T & ELIZABETH G (TRU	RETAIL STORES (PERSONAL SERVICES, PHOTOGRAPHY, TRAVEL)
104902129	KUO, JIINGLIN J	MOTEL
104906301	NA, SUSAN TR	COMMERCIAL
104906302	CITY OF ONTARIO	COMMERCIAL
104906303	ROJAS, ALICIA FAMILY TRUST 12/15/08	COMMERCIAL
104906304	ROJAS, ALICIA FAMILY TRUST 12-15-08	COMMERCIAL
104906305	CARVALHO, JOAO R (LISA)	COMMERCIAL
104906511	B & G PLAZA	FAST FOOD RESTAURANT / DRIVE-THRU
104906602	BANH, PHUOC	COMMERCIAL
104909101	KIM, HEE C	COMMERCIAL
104909102	CRAITENBERGER FAMILY TRUST	COMMERCIAL - VACANT LAND
104909103	AYALCO, LLC	VACANT
104909104	ALMARAZ, JUDY FAMILY TRUST 6-3-08	COMMERCIAL
104909301	ALMARAZ, JUDY FAMILY TRUST 6-3-08	COMMERCIAL
104909302	ALMARAZ, JUDY FAMILY TRUST 6-3-08	COMMERCIAL
104909303	ALMARAZ, JUDY FAMILY TRUST 6-3-08	COMMERCIAL VACANT
104909304	ALMARAZ, JUDY FAMILY TRUST 6-3-08	VACANT
104909306	ALMARAZ, JUDY FAMILY TRUST 6-3-08	COMMERCIAL
104909307	ALMARAZ, JUDY FAMILY TRUST 6-3-08	VACANT
104909309	CHAVEZ, JAVIER H TR	COMMERCIAL
104909310	CHAVEZ, JAVIER H TR	PARKING
104909401	BELICHESKY-FILIPOVIC TRUST 6/23/06	COMMERCIAL VACANT
104909402	BELICHESKY-FILIPOVIC TRUST 6/23/06	COMMERCIAL
104909404	CAGLE FAMILY TRUST	COMMERCIAL

ASSESSOR PARCEL NUMBER (APN)	OWNER	CURRENT LAND USE
104909414	CAGLE FAMILY TRUST	COMMERCIAL
104910104	MILLER, DENYSE M	RETAIL
104910105	ENRIQUEZ, GUY R NON EXEMPT TRUST	RESIDENCE QUADRUPLEX
104910106	KIM, HENRY C	COMMERCIAL
104910107	KIM, HENRY C	COMMERCIAL
104910108	LANDGRAVE, RAFAEL	COMMERCIAL/OFFICE/ RESIDENTIAL (MIXED USE)
104910109	LEON, LINO	COMMERCIAL
104910110	GRIFFITH, ROGER A TR	COMMERCIAL/OFFICE/ RESIDENTIAL (MIXED USE)
104910111	GRIFFITH, ROGER ALAN	COMMERCIAL
104910112	LEDESMA FAMILY TRUST 9-29-05	COMMERCIAL
104910113	RAULY'S TRUST 10/24/95	COMMERCIAL
104910114	RAULY'S TRUST 10/24/95	COMMERCIAL
104910115	RAULY'S TRUST 10/24/95	PARKING
104910116	LEDESMA, DANIEL E	PARKING
104910118	LEDESMA, DANIEL E	COMMERCIAL
104910138	CHANG, AARON	COMMERCIAL
104910139	SEA PARTNERS LLC	RETAIL
104910140	GOLDEN STATE ALLIANCE, LLC	COMMERCIAL
104913102	GOLDEN STATE ALLIANCE LLC	VACANT
104913103	GOLDEN STATE ALLIANCE LLC	VACANT
104913104	MALAGON, SYLVERIO	VACANT
104913105	YOO JUN SON FAMILY TRUST	COMMERCIAL - RETAIL STORES
104913106	TREMAZI, MUHAMMAD S	VACANT
104913108	RELIANCE MOTORS LLC	VEHICLE RENTALS, VEHICLE SALES (AUTO/TRUCK/RV/BOAT/ETC.)
104913113	HADDAD, RAFFI	VACANT
104913114	RIVAS, JESUS	RESIDENTIAL
104913115	BUSINESS OWNER	VACANT
104913116	GOLDEN STATE ALLIANCE LLC	VACANT
104913118	GROUP II AZUSA PROPERTIES	PARKING
104913120	1010 HOLT LLC	COMMERCIAL
101055204	HOLT HOLDINGS LLC	COMMERCIAL BUILDING, MAIL ORDER, SHOW ROOM (NON-AUTO), COMMERCIAL WHSE
104901101	HAGE FAMILY TRUST (9/24/1999)	FAST FOOD RESTAURANT / DRIVE-THRU
104901102	DURRITZAGUE 2003 REV TRUST A (6-18) 0 DURRITZAGUE 2003 REV TRUST B	NEIGHBORHOOD: SHOPPING CENTER, STRIP CENTER, ENTERPRISE ZONE
104854794	AREP TOWN CENTER ONTARIO LLC	MISCELLANEOUS (GENERAL)
104913119	CHAO PO-HSIANG & CHANG TSAI C (SP-PO-TSIANG	COMMERCIAL - VACANT LAND
110131328	HUMPHREY, WILLIAM J; HUMPHREY, BEVERLY J	MINI-WAREHOUSE, SELF-STORAGE SUBJECT PROPERTY
11013125011013125	ABMA JOHN THEODORE & E C FAM TR & TRU	VEHICLE RENTALS, VEHICLE SALES (AUTO/TRUCK/RV/BOAT/ETC.)
101112105	ONTARIO ICE SKATING CENTER INC	SKATING RINK, ICE SKATING, ROLLER SKATING
8336022015	TFF PROPERTIES LLC	DANCE HALL
8336024005	PATEL KANU AND HEMLATA TRS; KANU AND HEMLATA- PATEL TRUST	MOTEL
8336024022	STEINER JAN H	OFFICE BLDG (GENERAL)
8337015034	YINGCHUN LLC	(PERSONAL SERVICES, PHOTOGRAPHY, TRAVEL)
8337021047	FAKHOURI, SAMYRA A	CAR WASH
8326024041	FOUNTAIN OF LOVE CHRISTIAN CENTER INC	COMMERCIAL - VACANT LAND
8323016021	HAN POMONA SQUARE LLC	COMMUNITY: SHOPPING PLAZA, SHOPPING CENTER, MINI-MALL
8323025025	14255 ELLSWORTH STREET LLC	RETAIL STORES (PERSONAL SERVICES, PHOTOGRAPHY, TRAVEL)
8326026029	MSW POMONA LLC	DEPARTMENT STORE (APPAREL, HOUSEHOLD GOODS, FURNITURE)
11009217	POSEIDON ONTARIO AIRPORT PLAZA LLC	FAST FOOD RESTAURANT / DRIVE-THRU
21019129		
11043111	AIRPORT GATEWAY PLAZA LLC	RETAIL STORES (PERSONAL SERVICES, PHOTOGRAPHY, TRAVEL)
21020402	AVERKIEFF STACEY LYNN LIVING TR (6/2); CHAVEZ MICHAEL	COMMERCIAL OFFICE (GENERAL)
21021133	STARBRIDGE (ONTARIO) INVESTMENT LLC	COMMERCIAL HOTEL
22901257		COMMERCIAL RESTAURANT
109053103	RANCHO MALL LLC	COMMERCIAL - REGIONAL: SHOPPING CENTER, MALL (W/ANCHOR)

ASSESSOR PARCEL NUMBER (APN)	OWNER	CURRENT LAND USE
101111110 (101111124?)		
11010101	ROWLAND PROPERTIES	AUTO REPAIR (& RELATED), GARAGE
011008102 (11008110?)	HOLT BLVD LLC	
11008103	HOLT BLVD LLC	COMMERCIAL - VACANT LAND
11008106	COMBEE, JOE H	NEIGHBORHOOD: SHOPPING CENTER, STRIP CENTER, ENTERPRISE ZONE
11008107	DITOMMASO, ANTHONY & BEVERLY LIV TR	COMMERCIAL - VACANT LAND
11008108	HOLT BLVD LLC	COMMERCIAL OFFICE (GENERAL)
11012103	INTL ASSN OF MACH & AERO WORKERS D L	COMMERCIAL OFFICE (GENERAL)
11011111	OM LAXMI LLC	COMMERCIAL - VACANT LAND
11011112	OM LAXMI LLC	COMMERCIAL - VACANT LAND
11007208	415 VINEYARD LLC	COMMERCIAL OFFICE (GENERAL)
11007209	415 VINEYARD LLC	COMMERCIAL - VACANT LAND
11007216	7 SUMMIT PROPERTIES 2 LLC	COMMERCIAL OFFICE (GENERAL)
11011101	MATLOCK, THOMAS G & JUDITH L TRS	COMMERCIAL OFFICE (GENERAL)
11011102	1624 HOLT LLC	COMMERCIAL - VACANT LAND
11011103	1624 HOLT LLC	COMMERCIAL - VACANT LAND
11011106	GOODIN, R J FAMILY TRUST	COMMERCIAL/OFFICE/RESIDENTIAL (MIXED USE)
11011107	GOODIN, R J FAMILY TRUST	INDUSTRIAL - VACANT LAND
11011108	GOODIN, R J FAMILY TRUST	INDUSTRIAL - VACANT LAND
11011109	ROWLANDS PROPERTIES	COMMERCIAL - VACANT LAND
11012104	MATLOCK LIVING TRUST 1997 4-2-97	INDUSTRIAL - VACANT LAND
11007225	UNITED STATES OF AMERICA	MISCELLANEOUS (GENERAL)
100949311	4480 HOLT BLVD MONTCLAIR LLC KZMB LLC	COMMUNITY: SHOPPING PLAZA, SHOPPING CENTER, MINI-MALL
101061112	HBL FAMILY LLC	NEIGHBORHOOD: SHOPPING CENTER, STRIP CENTER, ENTERPRISE ZONE
101105215	SOUTHEAST STATESBORO LLC	NEIGHBORHOOD: SHOPPING CENTER, STRIP CENTER, ENTERPRISE ZONE
101207103	RFA MONTCLAIR LP	COMMERCIAL (GENERAL)
11006123	PAMA IV PROPERTIES LP	RESIDENTIAL/APARTMENTS (GENERIC)
11009145	ONTARIO AIRPORT CORPORATE PARK OWNER	INDUSTRIAL COMMON AREA
11010113	ONTARIO CNG	COMMERCIAL
22901216	YNS Enterprise	COMMERCIAL
104909305	Farid Jalala & Makay Jahangiri	COMMERCIAL
104909308	Farid Jalala & Makay Jahangiri	COMMERCIAL
23801436	ONTARIO MILLS	MALL
23801440	ONTARIO MILLS	MALL
23801442	ONTARIO MILLS	MALL

*Notes: Per previously authorized delegation from the Board of Directors, the Director of Transit and Rail can add and delete parcels as deemed necessary for the project. Stricken parcels were deleted and bolded parcels were added.

Minute Action

AGENDA ITEM: 19

Date: April 3, 2024

Subject:

Development Mitigation Annual Report for Fiscal Year Ending June 30, 2023

Recommendation:

Receive information on the Development Mitigation Annual Report for Fiscal Year ending June 30, 2023.

Background:

Preparation of the Development Mitigation Annual Report (DMAR) is an ongoing requirement of the San Bernardino County Transportation Authority (SBCTA) Congestion Management Program (CMP). The Valley and Victor Valley jurisdictions are required to provide information on development activity and the expenditure of development mitigation funds on projects contained in the Development Mitigation Nexus Study for Fiscal Year (FY) 2022/2023. The development fees collected are used by the jurisdictions as the local share of arterial, interchange, and railroad grade separation projects for which SBCTA provides the “public share.”

This agenda item provides a summary of the Valley and Victor Valley jurisdictions’ DMAR. Table 1 on the following page represents development mitigation data for each Valley and Victor Valley jurisdiction and Figure 1 on page 4 of this item presents a historical reference of development mitigation fees collected and dwelling units permitted. City data is provided in Table 1 and County data is provided in Table 2 on page 3 of this item, organized by sphere of influence.

Implementation and maintenance of a development mitigation program is required of each local jurisdiction in the Valley and Victor Valley to maintain conformance with the SBCTA Land Use/Transportation Analysis Program of the CMP. Failure to submit the annual DMAR would result in non-compliance with the provisions of the Development Mitigation Program and other provisions in the CMP.

Based on the information provided to SBCTA by the jurisdictions submitting reports, \$55,929,467 in development mitigation fees for transportation projects was collected and \$40,770,326 of development mitigation fees was expended on Nexus Study projects during FY ending June 30, 2023. Of the approximately \$55.9 million of transportation related development impact fees collected by local jurisdictions, a portion of the fees are associated with local projects that were not included in the Nexus Study, which addresses only regional projects. Therefore, not all of the fees will be expended on Nexus Study projects. The \$55,929,467 of development mitigation represented a decrease of 18.42% in development mitigation revenue from the \$68,558,122 collected in FY 2021/2022, which was an increase of 29.29% from the \$53,027,331 collected in FY 2020/2021.

Since the implementation of the SBCTA Development Mitigation Program in FY 2006/2007, a total of \$644,550,292 has been collected and a total of \$319,438,686 in development mitigation has been expended on projects contained in the SBCTA Development Mitigation Nexus Study.

Entity: San Bernardino County Transportation Authority

Board of Directors Agenda Item

April 3, 2024

Page 2

It should be noted that some of the data on quantities of development (units and square footage) could not be included in the table because it did not fit standard development type categories. However, all the fees for these developments were included.

The DMAR is an attempt to secure information on development fees collected and expended on Nexus Study projects in a manner that is less formal than a full audit. Overall, the annual reporting has been informative and provides the mechanism for SBCTA staff to monitor the level of development contributions being generated by local jurisdictions for projects included in the Nexus Study. Accurate and reliable information is imperative for implementation of the Measure I Valley Freeway Interchange, the Valley Major Street, Victor Valley Major Local Highway and Victor Valley Local Street Programs as outlined in the Measure I 2010-2040 Strategic Plan.

Table 1
City/Town Development Mitigation Summary Table
For the Year Ending June 30, 2023

City/Town	# of SF Units Permitted	# of MF Units Permitted	Sq Ft of Commercial Permitted	Sq Ft of Office Permitted	Sq Ft of Industrial Permitted	Fees Collected in FY 22/23	Fees Expended on Nexus Projects in FY 22/23	Cumulative Dev. Mit. Revenue	Cumulative Dev. Mit. Expenditures On Nexus Projects
Adelanto	32	0	0	0	0	\$2,614,955	\$0	\$9,480,032	\$631,624
Apple Valley	99	16	0	27,019	7,670	\$824,140	\$0	\$13,966,511	\$8,981,193
Chino*	63	43	91,411	0	562,201	\$4,739,684	\$7,039,820	\$87,364,353	\$11,032,530
Chino Hills	5	2	0	0	0	\$1,726	\$0	\$624,661	\$4,949,814
Colton*	16	11	31,977	6,929	3,991	\$388,906	\$8,993	\$8,635,276	\$326,248
Fontana*	292	294	140,007	2,800	1,396,032	\$8,831,679	\$2,974,506	\$96,220,584	\$52,896,827
Grand Terrace	0	0	12,000	0	0	\$60,883	\$0	\$2,089,742	\$288,968
Hesperia*	201	104	13,471	0	1,227,089	\$8,834,355	\$4,454,225	\$41,487,847	\$36,868,375
Highland	82	4	0	5,750	13,850	\$710,396	\$57,371	\$8,553,151	\$2,269,521
Loma Linda	1	1	0	0	0	\$109,428	\$0	\$12,801,241	\$2,660,076
Montclair	1	0	0	29,781	413,176	\$649,660	\$0	\$4,729,918	\$234,305
Ontario	868	704	147,190	2,110	4,806,790	\$5,490,853	\$9,946,874	\$67,231,909	\$68,297,204
Rancho Cucamonga*	20	287	2,477	17,808	871,444	\$8,154,395	\$0	\$79,030,780	\$7,901,709
Redlands*	75	0	165,587	64	126,671	\$448,974	\$2,507,726	\$17,425,155	\$9,351,686
Rialto*	412	0	87,960	0	1,025,974	\$4,756,688	\$494,051	\$49,507,055	\$21,271,537
San Bernardino*	158	1	0	18,125	947,565	\$1,940,653	\$5,632,756	\$30,128,388	\$14,802,541
Upland	5	147	5	0	77	\$327,617	\$161,381	\$23,378,430	\$4,404,234
Victorville	431	4	32,130	0	356,319	\$3,242,813	\$7,149,088	\$38,506,156	\$53,725,363
Yucaipa*	111	15	0	0	0	\$1,997,401	\$343,535	\$10,651,254	\$11,107,342
Total	2,872	1,633	724,215	110,386	11,758,848	\$54,125,205	\$40,770,326	\$601,812,444	\$312,001,096

*Unresolved discrepancies in Total Cumulative Development Mitigation Expenditures.

Notes:

1. May include fees from other sources not listed in the summary table
2. Only includes revenue collected beginning FY06/07
3. Only includes expenditure of development mitigation fees
4. Adelanto only tracks "residential" and "non-residential" development

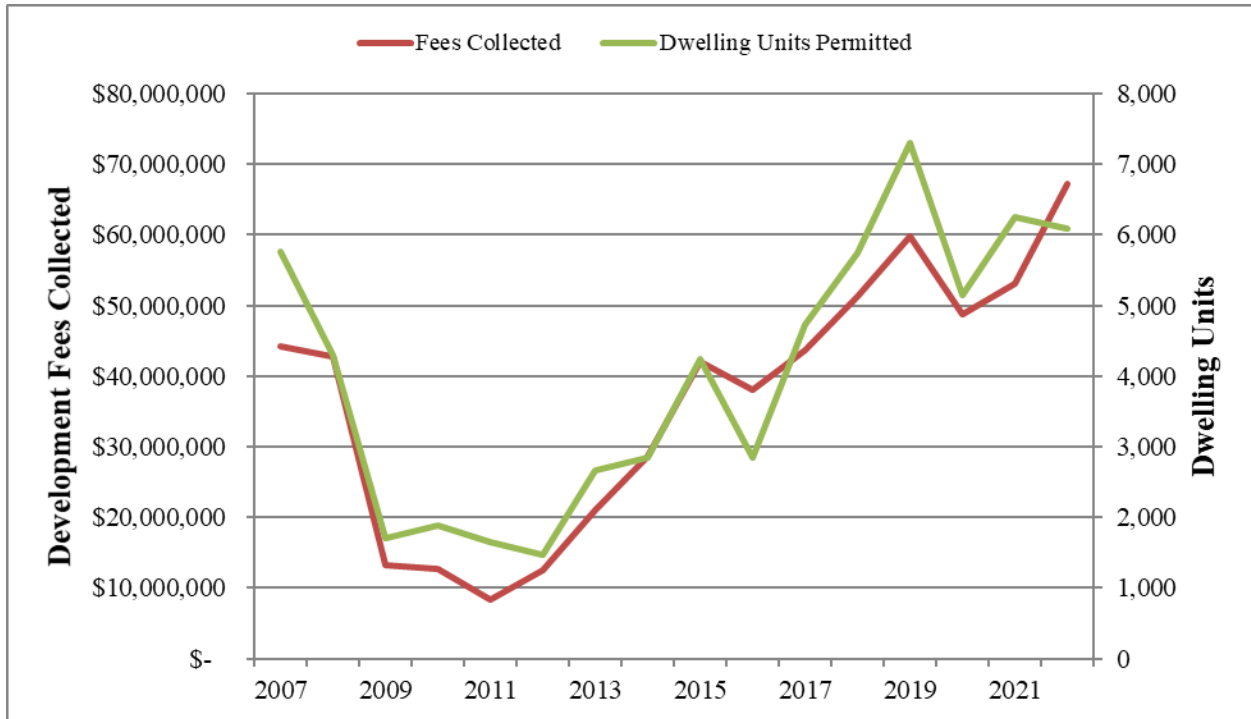
Table 2
San Bernardino County Development Mitigation Summary Table
For the Year Ending June 30, 2023

County Sphere/ Subarea	# of SF Units Permitted	# of MF Units Permitted	Sq Ft of Commercial Permitted	Sq Ft of Office Permitted	Sq Ft of Industrial Permitted	Fees Collected in FY 22/23	Fees Expended on Nexus Projects in FY 22/23	Cumulative Dev. Mit. Revenue	Cumulative Dev. Mit. Expenditures On Nexus Projects
Adelanto Sphere	0	0	0	0	0	\$0	\$0	\$0	\$0
Apple Valley Sphere	32	1	0	0	0	\$90,496	\$0	\$1,228,536	\$0
Chino Sphere	2	8	0	0	0	\$38,621	\$0	\$645,800	\$388
Colton Sphere	1	1	0	0	0	\$80	\$0	\$411,030	\$0
Devore/Glen Helen	2	0	0	0	0	\$12,826	\$0	\$188,571	\$44,540
Fontana Sphere	2	4	0	0	35,267	\$407,664	\$0	\$8,039,603	\$514,777
Hesperia Sphere	33	4	0	0	0	\$353,005	\$0	\$3,740,947	\$622,315
Loma Linda Sphere	1	0	0	0	0	\$4,617	\$0	\$254,700	\$0
Montclair Sphere	2	0	0	0	0	\$7,336	\$0	\$255,403	\$0
Redlands Sphere	3	1	0	0	0	\$23,308	\$0	\$1,337,121	\$0
Redlands Donut Hole	0	0	9,196	0	462,037	\$392,682	\$0	\$11,794,121	\$124,601
Rialto Sphere	3	3	13,350	0	0	\$267,618	\$0	\$11,394,105	\$1,635,297
San Bernardino Sphere	12	6	0	0	320	\$75,249	\$0	\$1,854,924	\$0
Upland Sphere	3	2	0	0	0	\$4,204	\$0	\$191,198	\$0
Victorville Sphere	26	5	0	0	0	\$126,556	\$0	\$1,401,790	\$0
Yucaipa Sphere	0	0	0	0	0	\$0	\$0	\$0	\$0
Total County Sphere/Subarea	122	35	22,546	0	497,624	\$1,804,262	\$0	\$42,737,849	\$2,941,918
GRAND TOTAL	2,994	1,668	746,761	110,386	12,256,472	\$55,929,467	\$40,770,326	\$644,550,292	\$314,943,014

Notes:

1. May include fees from other sources not listed in the summary table
2. Only includes revenue collected beginning FY06/07
3. Only includes expenditure of development mitigation fees

**Figure 1
 Development Mitigation Trends**



Financial Impact:

This item is consistent with the adopted Budget for Fiscal Year 2022/2023 and Fiscal Year 2023/2024.

Reviewed By:

This item was reviewed by the Transportation Technical Advisory Committee on March 4, 2024. This item was received by the General Policy Committee on March 13, 2024.

Responsible Staff:

Ginger Koblasz, Senior Planner

Approved
 Board of Directors
 Date: April 3, 2024

Witnessed By:

Minute Action

AGENDA ITEM: 20

Date: April 3, 2024

Subject:

2023 Update of the Development Mitigation Nexus Study

Recommendation:

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

Approve the 2023 Update to the San Bernardino County Transportation Authority Development Mitigation Nexus Study.

Background:

California State law requires that the San Bernardino County Transportation Authority (SBCTA) update the Congestion Management Program (CMP) every two years. The Development Mitigation Nexus Study (Nexus Study), Appendix G of the CMP, is also updated every two years as part of the CMP update. The Nexus Study is being updated so that jurisdictions have this information available for their transportation fee program updates according to the normal update cycles identified in the Nexus Study. Local jurisdictions in the Valley and Victor Valley collect development impact fees (DIF) for regional arterial, interchange, and rail/highway grade separation projects, and use those funds to match Measure I funding when these projects are developed and constructed. Appendix F of the CMP outlines the provisions and requirements of the Nexus Study, particularly the development and maintenance of the Nexus Study project lists and cost estimates. Appendix F was first adopted by the SBCTA Board of Directors and incorporated into the CMP in 2005.

The Nexus Study Update has been underway since October 2023. Staff discussed the update with the Transportation Technical Advisory Committee (TTAC) and distributed a formal request for information. Jurisdictions were asked to update arterial and interchange project lists, including the addition or deletion of projects, modifications to project limits and changes to project costs. SBCTA staff updated the interchange and arterial project tables in the Nexus Study. A draft 2023 Update of Table 3: Interchange Improvements and 2023 Costs, Including a Comparison to 2021 Nexus Study Costs, and Nexus Study Arterial Projects by jurisdiction were distributed to Valley and Victor Valley representatives on the TTAC in March 2024.

In addition, Table 6: Railroad Grade Crossing Projects on Nexus Study Network, is included, which incorporates current project cost information. Nexus Study arterial project updates to the SBCTA Nexus Study as of 2023 are being provided as Attachment 1. Modifications included adding or deleting projects, modifying project scope (including project limits), adjusting project costs and updating the associated tables for each local jurisdiction.

The most important tables in the Nexus Study Update are Tables 7 and 8 for 2023, which document the development share of total costs that need to be met or exceeded with the transportation DIF programs that are updated by the Valley and Victor Valley cities and the County of San Bernardino (County). For comparison purposes, Tables 7 and 8 from the 2021 Nexus Study Update, are included in the attachment. The costs in Table 7 are for the cities, and the costs in Table 8 are for the County spheres of influence. The overall mitigation cost increased by approximately 11.1% percent when compared to the 2021 Nexus Study. The 2021 change
Entity: San Bernardino County Transportation Authority

Board of Directors Agenda Item

April 3, 2024

Page 2

relative to 2020 was approximately a 1.4% percent increase after correcting for a formula error previously reported in the 2021 Development Share of Railroad Grade Separation Cost.

A draft update of the Nexus Study Appendix G Tables 3 through 8, and updated cost estimates for local arterial projects have been included as attachments. Following approval of the updated Nexus Study, it will replace the public version currently available on SBCTA’s public website and a request will be sent to Valley and Victor Valley jurisdictions to update their fee programs according to the schedule in Table 10 of the Nexus Study. Jurisdictions may defer any changes for one year following adoption of the 2023 Nexus Study Update.

Financial Impact:

This item is consistent with the adopted Budget for Fiscal Year 2023/2024 and the proposed Budget for Fiscal Year 2024/2025.

Reviewed By:

This item was reviewed by the Transportation Technical Advisory Committee on March 4, 2024. This item was reviewed and unanimously recommended for approval by the General Policy Committee on March 13, 2024.

Responsible Staff:

Ginger Koblasz, Senior Planner

Approved
Board of Directors
Date: April 3, 2024

Witnessed By:



San Bernardino County Transportation Authority

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

Development Mitigation Nexus Study

Appendix G of the SBCTA Congestion Management Program

prepared by the
**San Bernardino County Transportation
Authority (SBCTA)**

2023

Preface to the SBCTA Development Mitigation Nexus Study

The SBCTA Development Mitigation Nexus Study was originally approved by the San Bernardino Associated Governments (SBCTA), acting as the San Bernardino County Congestion Management Agency (CMA), on October 5, 2005. It has been revised based on amendments approved by the SBCTA Board on July 5, 2006, October 4, 2006, November 1, 2006, January 10, 2007, March 7, 2007, November 7, 2007, November 4, 2009, November 2, 2011, November 6, 2013, February 3, 2016, July 11, 2018, July 10, 2019, September 9, 2020, and June 1, 2022. The Nexus Study has been incorporated into the SBCTA Congestion Management Program (CMP) as **Appendix G**. SBCTA serves as the Congestion Management Agency responsible for implementing and maintaining the CMP. This update includes a complete revision of project cost estimates, superseding prior updates that generally involved the use of escalation factors. This document serves as the final version for the 2023 update to the Nexus Study, which is required by the Development Mitigation Program implementation language included in **Appendix F** of the CMP and the Measure I 2010-2040 Strategic Plan. This update reflects comments from members of the Transportation Technical Advisory Committee (TTAC), as presented to the SBCTA General Policy Committee on March 13, 2024, and subsequently to the SBCTA Board of Directors on April 3, 2024.

Background

SBCTA staff began preparation of the Nexus Study in early 2004 at the direction of the SBCTA Board of Directors to support the development of Measure I 2010-2040. Measure I 2010-2040 was overwhelmingly approved by the voters of San Bernardino County on November 2, 2004. Included in the Measure I 2010-2040 Ordinance was language mandating development to pay its fair share for transportation improvements within San Bernardino County. The specific language governing the development contribution requirements of Measure I 2010-2040 are included in Section VIII of the ordinance as follows:

“SECTION VIII. CONTRIBUTIONS FROM NEW DEVELOPMENT. No revenue generated from the tax shall be used to replace the fair share contributions required from new development. Each local jurisdiction identified in the Development Mitigation Program must adopt a development financing mechanism within 24 months of voter approval of the Measure ‘I’ that would:

“1) Require all future development to pay its fair share for needed transportation facilities as a result of the development, pursuant to California Government Code 66000 et seq. and as determined by the Congestion Management Agency.

“2) Comply with the Land Use/Transportation Analysis and Deficiency Plan provisions of the Congestion Management Program pursuant to California Government Code Section 65089.

“The Congestion Management Agency shall require fair share mitigation for regional transportation facilities through a Congestion Management Program update to be approved within 12 months of voter approval of Measure ‘I’.”

The SBCTA Development Mitigation Program is collectively comprised of three documents - Chapter 4 (“Land Use/Transportation Analysis Program”), **Appendix F** and **Appendix G** of the CMP. The Development Mitigation Program was originally approved by the CMA on November 2, 2005, along with other revisions to the CMP. **Appendix F** of the CMP provides the specific requirements local jurisdictions must follow when implementing their development mitigation program for regional transportation facilities.

The San Bernardino County CMP implements the Land Use/Transportation Analysis Program with two distinct approaches, depending on geographic location within the County. The first approach addresses the cities and associated spheres of influence in the San Bernardino Valley and Victor Valley, to which the Nexus Study and related development mitigation requirements apply. The second approach applies to all other areas of the County. These two approaches are summarized below:

1. For San Bernardino Valley and Victor Valley cities and sphere areas: local jurisdictions implement development mitigation programs that generate development contributions for regional transportation improvements equal to or greater than fair share contributions determined through the SBCTA Development Mitigation Nexus Study. Regional transportation facilities addressed by the Nexus Study include freeway interchanges, railroad grade separations, and regional arterial highways on the Nexus Study Network. Local jurisdiction development mitigation programs must comply with requirements established in **Appendix F** of the CMP. Each local jurisdiction has adopted a compliant development mitigation program based on the requirements established in this appendix and implemented in accordance with Chapter 4 and **Appendix F** of the CMP.
2. For areas outside the San Bernardino Valley and Victor Valley cities and spheres: local jurisdictions must prepare Traffic Impact Analysis (TIA) reports for proposed development projects exceeding specified thresholds of trip generation. This is a continuation of a requirement established when the CMP was originally approved by the SBCTA Board in 1992. TIA reports must comply with requirements contained in Chapter 4 and **Appendix B** of the CMP.

At their discretion, jurisdictions outside the Valley and Victor Valley may adopt Approach 1, in coordination with and subject to the approval of the SBCTA Board. However, an amendment to the Nexus Study would be required for this to occur.

Overview of the Nexus Study

The SBCTA Nexus Study identifies the fair share contributions from new development for regional transportation improvements (freeway interchanges, railroad grade separations, and regional arterial highways). The Nexus Study is updated biennially or as requested and in close coordination with local jurisdictions.

The Nexus Study identifies a Nexus Study Network, representing regional roadways in the urbanized areas of San Bernardino County. Roadway improvement projects must be located on

this network for their costs to be included in the Nexus Study and to be eligible to receive or expend Measure I 2010-2040 Valley Freeway Interchange, Valley Major Street, Victor Valley Local Street (capacity enhancement projects only) and Victor Valley Major Local Highway funds. Additionally, projects not included in the Nexus Study are not eligible for SBCTA allocations of state or federal transportation funds included in the Measure I 2010-2040 Expenditure Plan. The Nexus Study only applies to the Victor Valley Local Street Program insofar as the jurisdiction intends to use Measure I Local Street funds to add capacity to projects on the Nexus Study Network, per Policy 40012/VVLS-8 of the Strategic Plan. A local jurisdiction may wish to identify other local or non-regional improvements (projects not on the Nexus Network) as part of its overall development mitigation program, but these local or non-regional projects are not eligible for inclusion in the Nexus Study.

The Nexus Study identifies specific improvement projects on the Nexus Study Network and includes a cost estimate for the projects. The cost estimates have been developed collaboratively, working with local jurisdictions to obtain the most up-to-date project cost data available. Costs may include planning, project development (including Project Study Reports, Project Reports, and environmental documents), design, construction, construction management, project management, right-of-way, and mitigation of impacts subject to the policy provisions contained in the Measure I Strategic Plan. Only those project phases for which costs are included in the Nexus Study are eligible for Measure I or other transportation funding allocated by SBCTA.

The Nexus Study also includes an estimate of growth in dwelling units and employment expected over the planning period of the Nexus Study (2004 to 2030). The percentage growth in trips associated with the new development is development's fair share for that geographic area. The growth estimates were prepared in collaboration with local jurisdictions, SBCTA and SCAG as part of the 2004 Regional Transportation Plan (RTP). The development mitigation fair share estimates contained in the Nexus Study represent a minimum fair share for regional transportation improvements for each local jurisdiction and for each jurisdiction's sphere area, based on the estimates of project costs and the growth data provided by those jurisdictions. San Bernardino County has provided the estimates of project costs and growth in dwelling units/employment for sphere areas and unincorporated sub-areas, such as the Redlands Donut Hole and Glen Helen/Devore. The Nexus Study calculates a fair share percentage attributable to new development for each local jurisdiction, sphere of influence, unincorporated County sub-area not contained within a sphere of influence and interchange traffic shed.

The Nexus Study does not dictate how local jurisdictions develop and implement their development mitigation programs to achieve the development contribution levels specified in this report. Local jurisdictions have substantial flexibility in their program approach. In addition, the SBCTA Nexus Study does not dictate per-unit contribution levels (or development fees) by land use type. Each jurisdiction must develop its own schedule of fees or other per-unit mitigation levels that can be demonstrated to achieve the development contribution levels specified in this Nexus Study by facility type. **Appendix F** of the CMP also indicates that cities and the County may make arrangements to combine the required development contribution levels for each jurisdiction and its sphere and to develop a unified development mitigation program for the city and the sphere. For example, if a city is using a development impact fee (DIF) program to meet the SBCTA requirements, a common fee structure for the city and sphere could be established. The city and County would need to establish the appropriate legal

agreements and administrative processes to manage such a joint program. The information in the SBCTA Nexus Study allows for either separate or joint city/County programs. If a joint program is pursued, the city and County would add the development contribution levels for the both the city and sphere area.

The methodology employed by the Nexus Study for calculating fair share development contributions was developed in early 2004 by the Nexus Study Task Force, consisting of staff representatives from local jurisdictions and from the private sector (principally the Building Industry Association and the National Association of Industrial and Office Properties). Individual meetings were also held with local jurisdictions and private entities, including representatives of the retail development industry. The implementation requirements contained in Chapter 4 and **Appendix F** of the CMP were developed in early 2005 by a working group of representatives from both local jurisdictions and the private sector. Chapter 4 and **Appendix F** were also reviewed by the SBCTA Comprehensive Transportation Plan Technical Advisory Committee (CTP TAC) prior to policy review and adoption by the SBCTA Board of Directors.

The Regional Transportation System

A “Nexus Study Network” has been defined as a basis for establishing the arterial roadways to be included in the Nexus Study. This network is regional in nature, but should not be confused with other systems, such as the existing Measure I Regional Arterial System in the Victor Valley. The system has been based on a generalized set of criteria involving roadway functional classification, propensity to carry inter-jurisdictional traffic, connection to the freeway system, etc. For example, every roadway that interchanges with a freeway is included on the Nexus Study Network. **Figure 1** and **Figure 2** show the Nexus Study Network in the Valley and Victor Valley, respectively.

A list of interchanges has been compiled for inclusion in the Nexus Study. The list was originally based on the interchanges submitted by SBCTA and local jurisdictions for the 2004 Regional Transportation Plan (RTP) and then modified for the Nexus Study based on local jurisdiction input. The list was distributed to local jurisdictions for review and comment. A list of potential railroad grade crossing projects also has been compiled. Only the grade crossings on the Nexus Study Network are included in the analysis.

Figure 1 (Nexus Network—Valley)

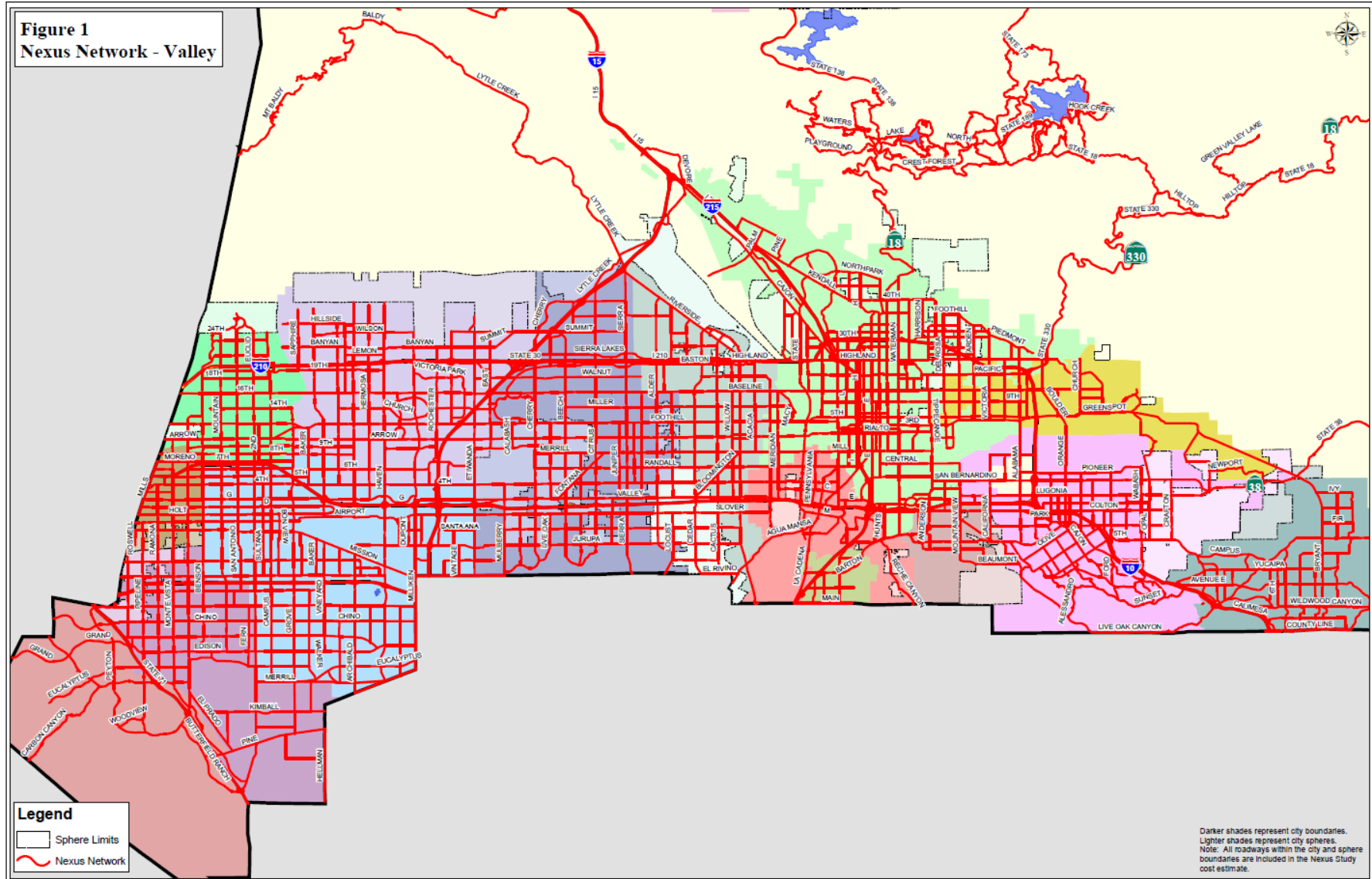
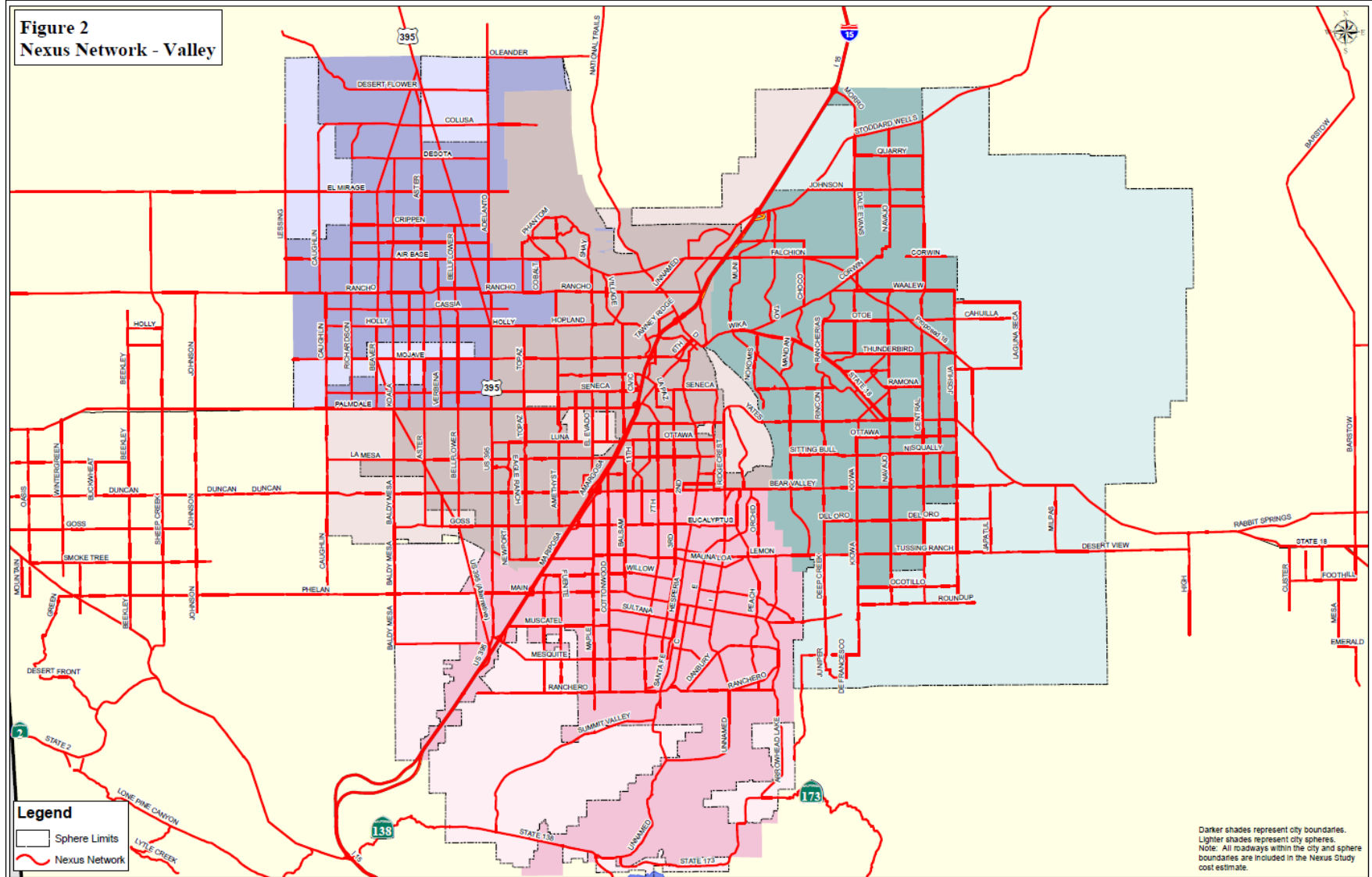


Figure 2 (Nexus Network—Victor Valley)



Forecast Growth by Jurisdiction

The calculation of fair share development contributions required an estimate of projected growth for residential and non-residential development. The data set used as the starting point for projection of residential development (single and multi-family dwelling units) and nonresidential development (retail and non-retail employment) was the 2030 local input provided as part of the growth forecasting process for the 2004 RTP. This iterative process, well-documented in the 2004 RTP of the Southern California Association of Governments (SCAG), generated an initial forecast for the entire Southern California region by jurisdiction, which was then given to local jurisdictions for review, comment, and possible modification. The “local input” 2030 data set was used for the Nexus Study because it was developed through the direct involvement of and review by each of the local jurisdictions. Each local jurisdiction signed off on its local input data in late 2002. These forecasts have been reviewed and updated by local jurisdictions in early and mid-2005. Three specific review and comment periods were provided to local jurisdictions in 2005 for both the growth forecasts and for the project lists. SBCTA staff was also available to meet with local jurisdictions individually and held such meetings with the majority of jurisdictions. The year 2004 was used as the base year for the analysis of growth forecasts. The 2004 dwelling unit totals by jurisdiction are based on California Department of Finance data. The 2004 employment data (retail and non-retail) was derived by adding one year of growth to the 2003 employment data reviewed by each of the local jurisdictions. The growth was estimated as $1/27^{\text{th}}$ of the projected growth between 2003 and 2030.

Table 1 presents the 2004 and 2030 estimates of dwelling units and employment by jurisdiction.

Table 2 presents the growth estimates for unincorporated areas within each city sphere area. The tables show the projected growth over the entire 26-year period. By way of comparison, an average of approximately 8,000 new residential dwelling units were permitted annually by local jurisdictions in San Bernardino County between 1994 and 2010 (California Department of Finance Table I-6). The range in annual housing permits is large, from a high of approximately 18,000 in 2004 to a low of approximately 2,000 units in 2010. This period included two significant Southern California recessions plus the residential housing boom of the mid-2000s. The projected growth of about 290,000 dwelling units over the 26-year Nexus Study planning period equates to an average annual rate of about 10,700 units. Thus, the rate of growth contained in the projections for the Nexus Study would appear to be slightly higher than the historic rate, but the total growth would be achieved with additional years of growth beyond 2030.

Table 1. Summary of Growth Data for Cities

Jurisdiction	Single Family			Multi-Family			Employment						Trip Ends (in PCEs)		Ratio of Trip Growth to 2030 Trips (Development Share %)
	2004	2030	Growth	2004	2030	Growth	Retail			Non-Retail			2004	2030	
							2004	2030	Growth	2004	2030	Growth			
Adelanto	3,866	11,524	7,658	1,462	4,238	2,776	369	707	338	2,725	5,148	2,423	61,465	168,406	63.5%
Apple Valley	15,870	32,849	16,979	4,170	4,518	348	3,285	9,967	6,682	12,790	35,029	22,239	270,012	600,556	55.0%
Chino	13,600	20,230	6,630	4,339	9,348	5,009	8,855	13,706	4,851	39,465	56,673	17,208	404,030	623,078	35.2%
Chino Hills	18,949	20,560	1,611	2,931	4,862	1,931	933	1,163	230	4,222	5,823	1,601	233,956	271,081	13.7%
Colton	9,228	11,979	2,751	5,541	13,959	8,418	7,176	13,492	6,316	19,038	35,003	15,965	287,549	509,440	43.6%
Fontana	33,002	46,393	13,391	8,338	11,947	3,609	9,451	15,818	6,367	41,435	59,868	18,433	638,669	940,825	32.1%
Grand Terrace	2,896	3,563	667	1,345	2,282	937	575	1,564	989	1,922	4,403	2,481	51,782	86,208	39.9%
Hesperia	17,808	43,008	25,200	3,610	9,690	6,080	4,743	11,008	6,265	14,833	37,974	23,141	312,374	760,574	58.9%
Highland	13,005	16,739	3,734	2,508	2,674	166	1,377	8,591	7,214	5,919	11,336	5,417	183,127	341,729	46.4%
Loma Linda	3,898	7,148	3,250	4,003	5,458	1,455	4,637	7,839	3,202	11,636	17,585	5,949	166,335	271,939	38.8%
Montclair	6,095	8,000	1,905	2,373	2,800	427	10,347	12,414	2,067	13,065	16,536	3,471	264,245	325,943	18.9%
Ontario	29,726	42,132	12,406	14,442	26,897	12,455	10,983	30,063	19,080	65,282	101,403	36,121	736,782	1,324,759	44.4%
Rancho Cucamonga	34,856	36,443	1,587	12,630	22,519	9,889	6,552	14,108	7,556	51,751	79,342	27,591	673,040	943,897	28.7%
Redlands	16,525	19,252	2,727	7,902	9,862	1,960	6,369	9,345	2,976	20,803	30,524	9,721	369,511	480,572	23.1%
Rialto	19,474	34,335	14,861	7,083	10,563	3,480	4,390	7,181	2,791	17,461	29,255	11,794	355,016	600,270	40.9%
San Bernardino	35,957	48,311	12,354	20,844	23,077	2,233	9,344	21,417	12,073	69,188	99,051	29,863	829,782	1,227,184	32.4%
Upland	16,091	19,866	3,775	10,751	14,134	3,383	2,136	11,552	9,416	28,505	37,792	9,288	344,457	568,512	39.4%
Victorville	17,886	34,419	16,533	8,826	12,702	3,876	8,019	17,500	9,481	29,011	61,500	32,489	436,301	856,046	49.0%
Yucaipa	11,273	16,450	5,177	5,757	7,398	1,641	1,806	2,981	1,175	6,701	9,593	2,892	196,732	284,692	30.9%
Total	320,003	473,201	153,198	128,855	198,928	70,073	101,345	210,416	109,071	455,748	733,838	278,090	7,062,868	11,185,711	

Table 2. Summary of Growth Data for Spheres of Influence

Jurisdiction	Single Family			Multi-Family			Employment						Trip Ends (in PCEs)		Ratio of Trip Growth to 2030 Trips (Development Share %)
	2004	2030	Growth	2004	2030	Growth	Retail			Non-Retail			2004	2030	
							2004	2030	Growth	2004	2030	Growth			
Adelanto Sphere	62	145	83	26	50	24	2	18	16	18	114	96	876	2,366	63.0%
Apple Valley Sphere	1,539	4,000	2,461	325	457	132	58	120	62	709	1,030	321	20,368	47,535	57.2%
Chino Sphere	1,243	1,837	594	357	513	156	626	1,078	452	694	1,200	506	25,879	40,865	36.7%
Colton Sphere	674	983	309	175	299	124	22	51	29	518	1,011	493	9,666	15,388	37.2%
Devore/Glen Helen	1,102	3,635	2,533	121	338	217	12	17	5	1,998	2,738	740	17,520	46,334	62.2%
Fontana Sphere	5,634	8,706	3,072	1,922	3,501	1,579	2,792	5,717	2,925	6,323	8,960	2,637	127,577	219,011	41.7%
Hesperia Sphere	1,667	3,019	1,352	372	524	152	99	134	35	456	648	192	21,856	37,385	41.5%
Loma Linda Sphere	245	1,173	928	122	281	159	9	27	18	417	889	472	4,558	16,464	72.3%
Montclair Sphere	1,289	1,949	660	830	1,160	330	670	1,155	485	1,010	1,744	734	31,108	49,072	36.6%
Redlands Sphere	2,307	3,910	1,603	735	1,233	498	30	64	34	6,253	8,183	1,930	45,819	71,052	35.5%
Redlands Donut Hole	3	10	7	11	11	0	7	1,612	1,605	399	5,457	5,058	1,317	38,866	62.0%
Rialto Sphere	5,805	9,459	3,654	876	1,344	468	237	411	174	4,579	6,799	2,220	79,939	128,208	37.6%
San Bernardino Sphere	6,838	8,662	1,824	2,142	2,853	711	229	304	75	5,018	7,171	2,153	100,031	130,151	23.1%
Upland Sphere	1,144	1,680	536	72	105	33	1,119	1,934	815	1,403	2,420	1,017	32,110	52,376	38.7%
Victorville Sphere	3,748	4,356	608	392	649	257	66	110	44	716	1,005	289	42,919	52,182	17.8%
Yucaipa Sphere	123	204	81	40	63	23	0	1	1	165	275	110	1,960	3,241	39.5%
Total	33,424	53,728	20,304	8,517	13,381	4,864	5,978	12,753	6,776	30,675	49,644	18,969	563,502	950,496	

Costs of Arterial, Interchange, and Railroad Grade Crossing Improvements

Cost estimates for many of the proposed improvements were originally obtained through jurisdiction submissions as part of the 2004 Regional Transportation Plan. This served as an initial foundation for the estimates of project cost. In other cases, the list was derived from projects contained in existing local jurisdiction development impact fee (DIF) programs. The initial list of projects and costs was again reviewed by each local jurisdiction in each biennial update of the Nexus Study. Costs have been updated through development of cost estimates as part of project development activities or through application of escalation factors. The cost estimates were generated as follows:



- **Arterial** costs were estimated as follows:
 - The local jurisdiction projects and cost estimates were accepted directly and entered into a database. These included only the arterial projects on the Nexus Study Network. Unless otherwise noted, the costs include project development, engineering, right-of-way and construction costs. In some cases, bridges, traffic signals, and other cost items are specified separately. Where these items are not separately identified, the costs are assumed to be included in the overall cost estimate for widening of each facility. The existing number of lanes and the number of lanes after improvement are also identified for projects where the information was available. Local jurisdictions may not include costs of improvements such as sidewalk, curb and gutter and match-up pavement along undeveloped frontages, for which developers would ordinarily be responsible. See **Appendix F** of the CMP for details on project cost eligibility. The costs included in the Nexus Study were reduced by the amount of federal earmarks for individual arterial projects contained in prior federal legislation or appropriations, where specifically identified, based on the development mitigation principles adopted by the SBCTA Board.
 - The Measure I Strategic Plan identified equitable share percentages for each jurisdiction in the San Bernardino Valley. Equitable shares are defined as the percentage of Measure I Arterial Sub-program funding guaranteed to each Valley jurisdiction over the life of Measure I 2010-2040. The percentage is the ratio of public share costs for each jurisdiction's list of arterial projects to the total Valley arterial public share costs in the Nexus Study as it was approved by the SBCTA Board in November 2007.
 - It should be recognized that the affordability of the arterial program, defined by the project cost estimates compared to the forecast revenue from both the development share and the public share, varies over time. When the Nexus Study was first prepared in 2005, the forecast revenue was approximately equal to the estimated costs. Although costs decreased during the recent recession, the estimated costs are higher than those estimated in 2005, and the Measure I revenue forecast has declined. This means that in this 2020 Nexus Study update it is estimated that Measure I revenue can fund only about half of the estimated public share cost. This does not necessarily mean that jurisdictions should reduce their projects. The estimated Measure I revenue could increase faster than the




increase in costs in the future, or additional revenue (state, federal, or local) may be identified to make up part of the public share gap. Alternatively, some of the arterials may not be constructed by 2040 but rather may still be constructed subsequent to the current Measure I using an as-yet unidentified public funding source.

- Once arterial projects are completed, the final cost at completion is escalated to current year dollars for each subsequent biennial Nexus Study update to ensure the arterial program keeps pace with inflation.
- **Interchange** costs were estimated based on the following basic criteria:
 - The most recent Project Programming Request (PPR), Regional Transportation Improvement Program (RTIP) data, Project Study Report (PSR), or other updated costs from local jurisdictions. If necessary, these costs were updated to 2020 dollars through application of an escalation factor or through more recent cost estimation activities. In some cases, verified cost estimates for one interchange were used to estimate costs for other interchanges where the improvement needs were expected to be similar. The interchange costs were reduced by the amount of federal earmarks, where specifically identified.
 - It should be understood that these planning-level estimates are based on the best available information and represent costs for 2020. SBCTA will actively participate in project development activities for interchanges included in the Nexus Study.
 - Once interchange projects are completed, the final cost at completion is escalated to current year dollars for each subsequent biennial Nexus Study update to ensure the interchange program keeps pace with inflation. An escalation to any project buydowns is also updated
- **Railroad grade crossing project** costs were estimated as follows:
 - The most recent project development activities by SBCTA and local jurisdictions. Costs were reduced based on federal earmarks, where specifically identified. Costs are consistent with the Trade Corridors Improvement Fund Project Programming Requests (PPRs) submitted to the California Transportation Commission.

The list of railroad grade crossing improvements is presented in a later section. The arterial project list is provided in Attachment 1 of this report. The interchange project list and associated cost estimates are provided in **Table 3**.

Table 3
Interchange Improvements and 2023 Costs,
Inlcuding a Comparison to 2021 Nexus Study Costs

Interchange	Lead Agency	2021 Estimate (\$Millions)	2023 Estimate (\$Millions)	Federal Earmark/State Buy-Down (\$Millions)	Source of Cost Estimate	Year Estimate Prepared	
 Ramona	Chino	\$30.00	\$30.00		SBCTA	2011	
	Central	\$36.03	\$36.62		SBCTA	2023	
	Mountain	\$15.00	\$15.00		Ontario DIF & SBCTA	2012	
	Euclid:						
	- Phase 1 (Widen WB	Caltrans	\$0.52	\$0.52	\$0.26		2015
	- Phase 2 (Widen EB exit)	Ontario	\$0.69	\$0.69		Ontario DIF & SBCTA	2015
	- Phase 3 (Widen EB/ WB on-ramps)	Ontario	\$9.39	\$9.39			2015
	Grove	Ontario	\$50.81	\$50.81		Ontario DIF & SBCTA	2012
	Vineyard	Ontario	\$50.81	\$50.81		Ontario DIF & SBCTA	2012
Archibald	SBCTA	\$27.70	\$27.70		SBCTA	2020	
 Monte Vista	Montclair	\$33.15	\$33.15		SBCTA	2020	
	Euclid	Upland	\$8.97	\$8.97		SBCTA	2020
	Grove/4th	Ontario	\$21.57	\$21.57	\$3.83	Ontario	2020
	Vineyard	Ontario	\$3.01	\$3.01		SBCTA	2020
	Cherry*	SBCTA	\$107.66	\$116.27	\$1.46	SBCTA	2017
	Beech	Fontana	\$114.00	\$114.00		Fontana	2011
	Citrus*	SBCTA	\$83.86	\$90.57		SBCTA	2013
	Alder	Fontana	\$99.00	\$99.00		Fontana	2011
	Cedar	County	\$109.83	\$112.67		SBCTA	2023
	Riverside						
	- Phase 1 (Ramps)*	SBCTA	\$52.70	\$52.70		SBCTA/ Rialto	2014
	- Phase 2 (Bridge)	Rialto	\$37.95	\$37.95	\$8.80	SBCTA	2020
	Pepper:						
	- Pepper/Valley*	Colton/ County	\$17.23	\$17.23	\$7.10	PAA	2011
	- Ramps/Bridge*	Colton/ County	\$9.93	\$9.93		SBCTA	2019
	Mt. Vernon	Colton	\$71.59	\$81.48		SBCTA	2023
	Tippecanoe*	SBCTA	\$79.14	\$79.14	\$35.30	SBCTA	2015
	Mountain View	Loma Linda	\$25.45	\$25.45		SBCTA	2015
	California	Redlands	\$58.50	\$58.50		SBCTA	2011
	Alabama	SBCTA	\$14.38	\$14.49		SBCTA	2023
University	Redlands	\$5.84	\$6.61		SBCTA	2023	
Wabash	County	\$40.00	\$40.00		County	2013	
Live Oak*	SBCTA	\$17.94	\$17.94		PAA	2011	
Wildwood	Yucaipa	\$1.75	\$1.75		Yucaipa	2020	

Interchange	Lead Agency	2021 Estimate (\$Millions)	2023 Estimate (\$Millions)	Federal Earmark/State Buy-Down (\$Millions)	Source of Cost Estimate	Year Estimate Prepared	
	6th/Arrow	Rancho	\$91.30	\$91.30		FTIP	2013
	Baseline*	Rancho	\$48.97	\$48.97	\$31.00	SBCTA	2016
	Duncan Canyon*	Fontana	\$39.53	\$39.53	\$2.10	Fontana	2013
	Sierra	Rialto	\$13.89	\$13.89		SBCTA	2011
	Ranchero*	Hesperia	\$64.26	\$64.26	\$7.80	Hesperia	2015
	Muscatal	Hesperia	\$71.00	\$71.00		Project DB	2011
	Eucalyptus	Hesperia	\$61.00	\$61.00		FTIP	2013
	Bear Valley	Victorville	\$25.00	\$25.00		Victorville	2009
	La Mesa/Nisqualli*	Victorville	\$121.50	\$121.50	\$9.40	Victorville	2015
	University	SB City	\$18.57	\$23.14		PSR-PDS	2023
	Campus	SB City	\$60.00	\$60.00		SB City	2015
	Palm	SB City	\$11.60	\$11.60		SB City	2015
	Waterman	SB City	\$5.89	\$8.63		SB City	2023
	Del Rosa	SB City	\$38.00	\$38.00		SB City	2015
	Baseline	SBCTA	\$32.07	\$32.07		Highland	2020
	5th	Highland	\$15.83	\$15.83		Highland	2020

*Completed Project: Escalated Cost

Definitions

PSR – Project Study Report

PPR – Project Programming Request provided by local jurisdiction or SBCTA

PAA – Project Advancement Agreement

FTIP – Federal Transportation Improvement Program

Methodology for Estimating Proportion of Costs Attributable to New Development

State law requires that new development not be charged to correct existing transportation deficiencies. An analysis was therefore conducted to estimate the cost of the identified improvements attributable to new development. It is important to note that there are different methodologies that could be used to estimate the proportion of cost attributable to new development. One approach would determine whether new development would require the widening or expansion of an existing facility to meet predetermined performance criteria (e.g. a specified “level of service”). New development could be deemed to be responsible for 100 percent of the cost of improving the facility to a level that would achieve the performance criteria, since that improvement would not be necessary if the development did not occur.

Another approach is to allocate new development’s fair share based on the proportion of total traffic that the new growth represents. This would be calculated as a ratio of the estimated growth in traffic (between existing and future years) to the total traffic in the future year. The second approach is more conservative, as new development is held to be responsible for a share of the cost of facility expansion, not 100 percent of the cost. Even though the SBCTA Nexus Study takes the second approach, local jurisdictions may follow the first approach or any alternate approach that is consistent with California law and that achieves the minimum fair share development contribution levels specified in this Nexus Study. The methodology for arterials, interchanges, and railroad crossings involved the following steps:

Methodology for Arterial Project Fair Share

- Calculate trip growth (2004 to 2030) for each jurisdiction, based on growth data. Trips for each jurisdiction were estimated by applying vehicle trip generation rates per dwelling unit (single and multiple family) and per employee (retail and non-retail) to the previously described 2004 and 2030 dwelling unit and employment data. These are actually defined as “trip ends.” The number of trips would be calculated as the number of trip ends divided by two. The trip generation rates are:
 - Single family dwelling unit – 9.57 vehicle trip ends (in and out) per day (based on the Institute of Transportation Engineers report *Trip Generation*)
 - Multi-family dwelling unit – 6.63 vehicle trip ends per day (based on the ITE report *Trip Generation*)
 - Retail – 19.5 vehicle trip ends per employee per day (based on per-employee rates used by SCAG)
 - Non-retail - 1.85 vehicle trip ends per employee per day (based on per-employee rates used by SCAG)
- Calculate total trip ends in passenger car equivalents (PCEs) for each jurisdiction and sphere area.
- Growth’s fair share = ratio of growth in trip ends (2004 to 2030) to total 2030 trip ends. These percentages (for each jurisdiction and sphere) were previously illustrated in the last column of **Table 1** and **Table 2**. (Note: for the “Donut Hole” in unincorporated San Bernardino County, the ratio of trip growth to 2030 trips was based on trips taken from a January 2005 Traffic Impact Analysis entitled “County of San Bernardino Donut Hole Projects Cumulative Traffic Impact Analysis.” The dwelling unit and employment data in the Donut Hole were not adequately up-to-date for calculating this percentage.)

- Multiply fair share by Nexus Study Network arterial improvement cost for each jurisdiction

There is no allocation of arterial project costs to jurisdictions outside the jurisdiction in which the project is located. Each jurisdiction is responsible for the arterial improvements within its own jurisdiction.

Methodology for Interchange Project Fair Share

- Define “traffic sheds” for each interchange. A traffic shed represents the geographic area around the interchange from which most of the traffic using that interchange is likely to be drawn. In general, traffic will be drawn to an interchange following the roadways that cross the freeway. However, it is not expected that traffic within each traffic shed will exclusively use the interchange with which the traffic shed is associated. Where an arterial crosses the freeway at a perpendicular angle, the traffic shed was extended half way to the adjacent interchanges. Different configurations were required for traffic sheds in which the arterial was not perpendicular to the freeway. Further, the traffic sheds were generally extended laterally (i.e. perpendicular to the freeway) no farther than half way to the next parallel freeway. Traffic sheds used in the analysis are shown in **Figure 3** and **Figure 4** for the Valley and Victor Valley, respectively. Several “select link” runs were conducted using the RIVSAN CTP model to verify the logic behind the definition of the traffic sheds. The traffic shed approach was accepted by the Nexus Study Task Force and CTP TAC through reviews of the methodology in 2004.
- Calculate the projected growth in trips (2004 to 2030) by jurisdiction within the traffic shed for each interchange. This analysis was conducted using SBCTA’s GIS system, overlaying the traffic sheds on the traffic analysis zones (TAZs) containing the socio-economic data. Trip generation rates used in this analysis are discussed in a subsequent section.
- The fair share attributed to new development = ratio of traffic growth (2030 minus 2004) to total 2030 traffic. It should be noted that this approach will provide a conservatively low estimate of the fair share attributable to growth, compared to the alternate approach discussed earlier for arterials (i.e. assign 100 percent of the cost of the improvement to new development, if it were determined that the improvement would not be needed if no more growth were to occur). For new interchanges, a minimum fair share percentage of 50 percent was applied.
- Allocate the fair share cost among jurisdictions based on the calculations of trip growth within the traffic shed, by jurisdiction. For unincorporated areas, the fair share cost was estimated for each city sphere area.
- Multiply fair share by interchange improvement cost.

Figure 3, Traffic Sheds Valley

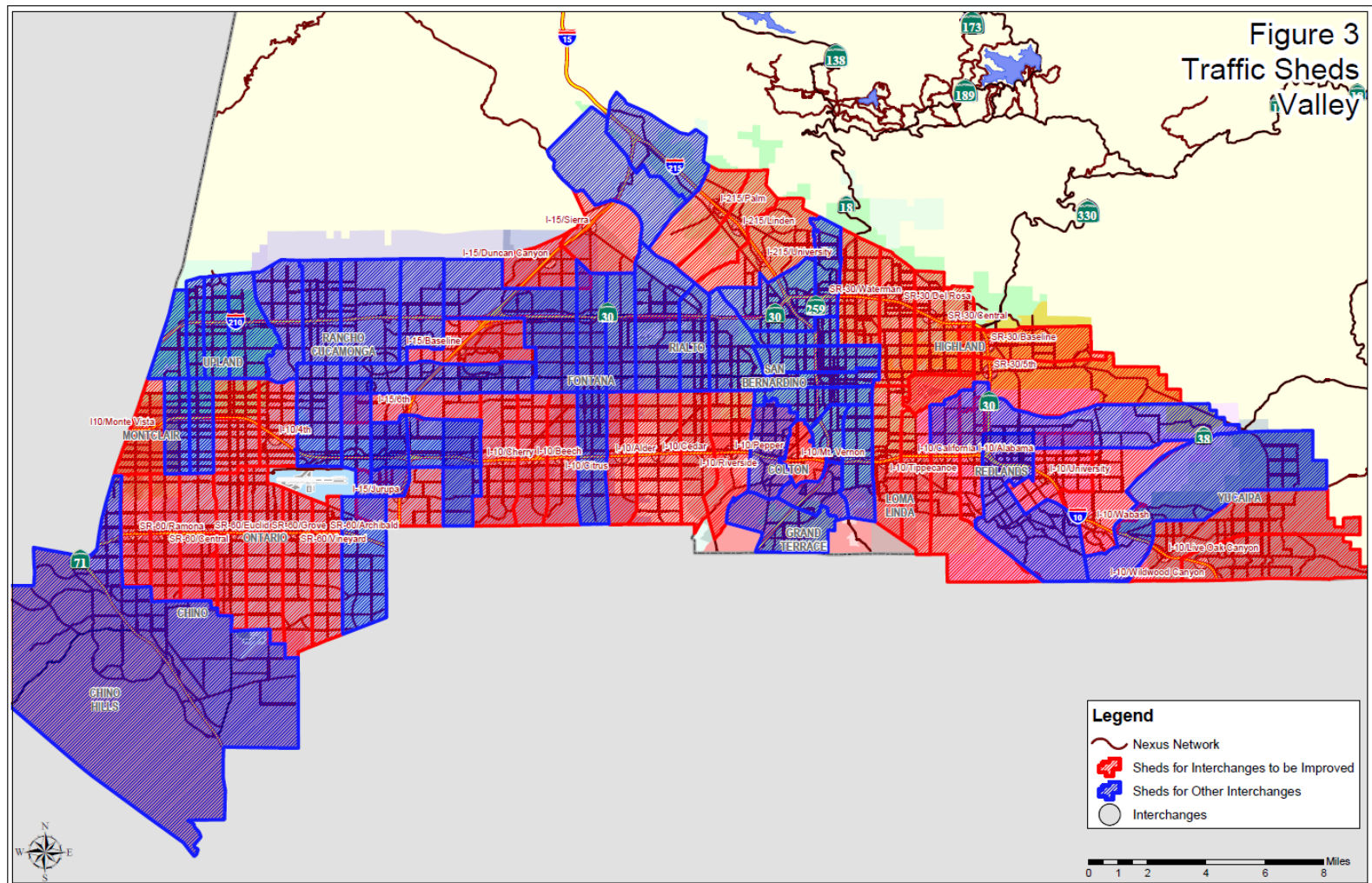


Figure 4. Traffic Sheds Victor Valley

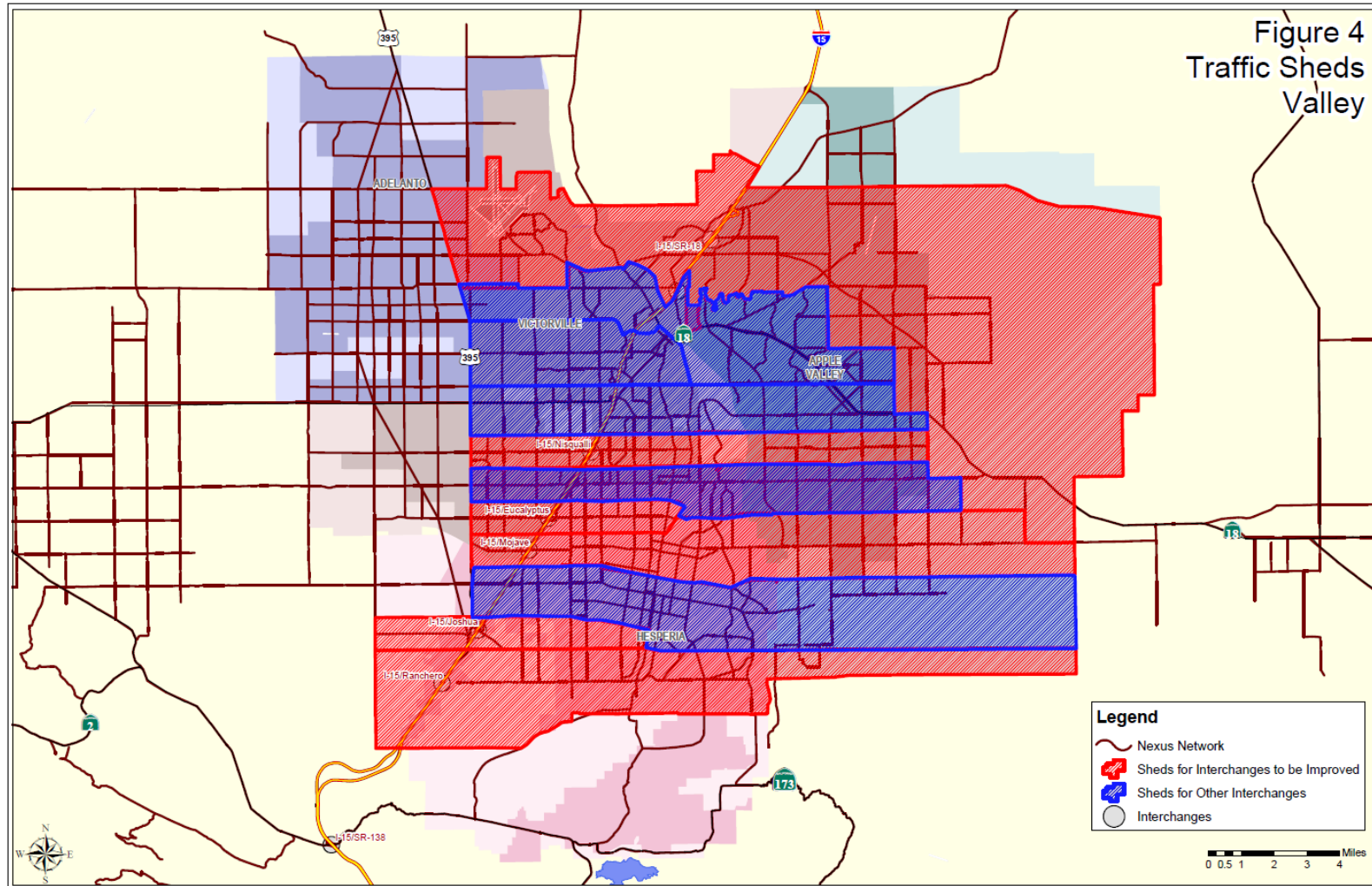


Figure 4
Traffic Sheds
Valley

- Calculate jurisdiction-level total fair share interchange costs. **Table 4** presents the calculations of percent responsibility by jurisdiction and jurisdiction sphere area. **Table 5** presents the fair share dollar allocation for jurisdictions and spheres. For example, the fair share allocation of interchange cost could be allocated as follows:
 - Interchange cost = \$20 million
 - Ratio of growth (2030 trips within the traffic shed minus 2004 trips) to 2030 trips = 25%
 - Fair share cost = \$5 million (\$20 million x 25%)
 - 80% of “traffic shed” trips from Jurisdiction X = \$4 million
 - 20% of trips from Jurisdiction Y = \$1 million

Methodology for Railroad Grade Crossing Project Fair Share

- The ratio of trip growth to 2030 trips by jurisdiction (same as for the arterial analysis) was applied to the railroad grade crossing project cost.
- An assessment was made of the proportion of the growth in traffic delays attributable to train growth versus traffic growth. The fair share allocated to new development was reduced by the percentage of train growth. Growth in train volume was based on forecasts prepared for the Inland Empire Rail Mainline Study by Robert Leachman & Associates. Fair share costs are not assessed to new development for the proportion attributable to train growth.
- Only costs for railroad crossing projects on the Nexus Study network were included in the fair share calculation. Individual jurisdictions may include other projects in their own DIF programs. **Table 6** lists the railroad grade separation projects on the Nexus Study Network, their costs, ratio of train growth to 2030 train volume, ratio of traffic growth to 2030 traffic volume (at a jurisdictional level), and fair share cost for the railroad grade crossing projects.

Estimated Development Contribution Levels by Jurisdiction and Sphere Area

Table 7 summarizes the jurisdiction-by-jurisdiction costs and fair share amounts for regional arterials, interchanges, and railroad grade crossing projects. **Table 8** breaks down the fair share amounts by sphere of influence or County subarea. **Table 9** provides the equitable share percentages by jurisdiction for the Valley subarea. Provisions for the on-going maintenance and implementation of local jurisdiction development mitigation programs are contained in **Appendix F** of the CMP.

Table 4. Estimate of Development's Percent Fair Share of Interchange Costs, by Interchange and Jurisdiction

Fwy.	Interchange	Fair Share %	2023 Cost (\$mill)	Buy Down	Chino	Chino Sphere	Montclair	Montclair Sphere	Upland	Upland Sphere	Ontario	Fontana	Fontana Sphere	Rancho Cucamonga	Rialto	Rialto Sphere	Colton	Colton Sphere	San Bernardino	San Bernardino Sphere	Loma Linda	Loma Linda Sphere	Redlands	Donut Hole	Redlands Sphere	Highland	Yucaipa	Hesperia	Hesperia Sphere	Victorville	Victorville Sphere	Adelanto	Apple Valley	Apple Valley Sphere			
SR-60	Ramona	31.3%	\$30.00		53.6%	16.7%	7.7%	22.0%																													
	Central	58.8%	\$36.62		91.8%	0.9%	0.6%	6.7%																													
	Mountain	46.2%	\$15.00		49.6%						50.4%																										
	Euclid	44.5%	\$10.60		43.0%						57.0%																										
	Grove	48.3%	\$50.81		1.2%						98.8%																										
	Vineyard	60.3%	\$50.81		6.7%						93.3%																										
I-10	Archibald	66.1%	\$27.70							100.0%																											
	Monte Vista	24.1%	\$33.15				73.5%			26.5%																											
	Euclid	17.4%	\$8.97						60.0%		40.0%																										
	Grove/4th	17.1%	\$21.57	(\$3.83)					13.7%		63.7%			22.6%																							
	Vineyard	60.0%	\$3.01							100.0%																											
	Cherry*	35.4%	\$116.27	(\$1.46)									36.0%	64.0%																							
	Beech	50.0%	\$114.00										69.9%	30.1%																							
	Citrus*	38.4%	\$90.57										99.4%	0.6%																							
	Alder	50.0%	\$99.00										71.2%																								
	Cedar	30.0%	\$112.67										11.9%																								
	Riverside, Phase I*	27.4%	\$52.70	\$8.8																																	
	Riverside, Phase II	27.4%	\$37.95																																		
	Pepper, Phase I*	34.0%	\$17.23																																		
	Pepper, Phase II	34.0%	\$9.93	(\$7.1)																																	
	Mt. Vernon	5.1%	\$81.48																																		
	Tippecanoe*	34.6%	\$79.14	(\$35.3)																																	
	Mountain View	37.8%	\$25.45																																		
	California	47.8%	\$58.50																																		
	Alabama	50.5%	\$14.49																																		
	University	17.9%	\$6.61																																		
Wabash	35.8%	\$40.00																																			
Live Oak*	37.0%	\$17.94																																			
Wildwood	50.0%	\$1.75																																			
I-15	6th/Arrow	50.0%	\$91.30																																		
	Baseline*	50.0%	\$48.97	(\$13.0)																																	
	Duncan Canyon*	77.3%	\$39.53	(\$2.1)																																	
	Sierra	80.3%	\$13.89																																		
	Ranchero*	57.5%	\$64.26	(\$7.8)																																	
	Joshua/Muscatel	58.7%	\$71.00																																		
	Eucalyptus	57.4%	\$61.00																																		
I-215	Bear Valley	31.3%	\$25.00																																		
	La Mesa*	50.0%	\$121.50	(\$9.4)																																	
	University	15.8%	\$23.14	(\$0.7)																																	
	Pepper/Linden	50.0%	\$60.00																																		
SR-210	Palm	35.7%	\$11.60																																		
	Waterman	18.2%	\$8.63																																		
	Del Rosa	32.8%	\$38.00																																		
Total	Baseline	41.9%	\$32.07																																		
	5th	44.1%	\$15.83																																		
Total			\$1,273.21	(\$71.9)																																	

Attachment: Nexus23_All_AppendixG (10446 : 2023 Update of the Development Mitigation Nexus Study)

Table 5. Estimate of Development's Fair Share of Interchange Costs, by Interchange and Jurisdiction

Fwy.	Interchange	Fair Share %	2023 Cost (\$mill)	Buy Down	Chino	Chino Sphere	Montclair	Montclair Sphere	Upland	Upland Sphere	Ontario	Fontana	Fontana Sphere	Rancho Cucamonga	Rialto	Rialto Sphere	Colton	Colton Sphere	San Bernardino	San Bernardino Sphere	Loma Linda	Loma Linda Sphere	Redlands	Donut Hole	Redlands Sphere	Highland	Yucaipa	Hesperia	Hesperia Sphere	Victorville	Victorville Sphere	Adelanto	Apple Valley	Apple Valley Sphere		
SR-60	Ramona	31.3%	\$30.00		\$5.03	\$1.57	\$0.72	\$2.07																												
	Central	58.8%	\$36.62		\$19.77	\$0.19	\$0.13	\$1.44																												
	Mountain	46.2%	\$15.00		\$3.44						\$3.49																									
	Euclid	44.5%	\$10.60		\$2.03						\$2.69																									
	Grove	48.3%	\$50.81		\$0.29						\$24.25																									
	Vineyard	60.3%	\$50.81		\$2.05						\$28.59																									
	Archibald	66.1%	\$27.70							\$18.31																										
I-10	Monte Vista	24.1%	\$33.15				\$5.87			\$2.12																										
	Euclid	17.4%	\$8.97						\$0.94		\$0.62																									
	Grove/4th	17.1%	\$21.57	(\$3.83)					\$0.42		\$1.93			\$0.69																						
	Vineyard	60.0%	\$3.01								\$1.80																									
	Cherry*	35.4%	\$116.27	(\$1.46)								\$14.63	\$26.01																							
	Beech	50.0%	\$114.00									\$39.84	\$17.16																							
	Citrus*	38.4%	\$90.57									\$34.57	\$0.21																							
	Alder	50.0%	\$99.00									\$35.24																								
	Cedar	30.0%	\$112.67									\$4.02				\$6.59	\$23.19																			
	Riverside, Phase I*	27.4%	\$52.70	\$8.8												\$11.10	\$1.33	\$4.42																		
	Riverside, Phase II	27.4%	\$37.95													\$6.85	\$0.82	\$2.73																		
	Pepper, Phase I*	34.0%	\$17.23													\$0.11	\$5.38	\$0.13	\$0.24																	
	Pepper, Phase II	34.0%	\$9.93	(\$7.1)												\$0.02	\$0.88	\$0.02	\$0.04																	
	Mt. Vernon	5.1%	\$81.48														\$4.16																			
	Tippecanoe*	34.6%	\$79.14	(\$35.3)															\$7.59	\$7.59																
	Mountain View	37.8%	\$25.45																\$1.92			\$6.73	\$0.59	\$0.38												
	California	47.8%	\$58.50																			\$10.59	\$6.26	\$4.08	\$7.04											
	Alabama	50.5%	\$14.49																					\$2.55	\$4.76											
University	17.9%	\$6.61																					\$1.18													
Wabash	35.8%	\$40.00																					\$1.79	\$12.53												
Live Oak*	37.0%	\$17.94																					\$0.07				\$6.57									
Wildwood	50.0%	\$1.75																									\$0.88									
I-15	6th/Arrow	50.0%	\$91.30										\$4.57	\$41.09																						
	Baseline*	50.0%	\$48.97	(\$13.0)								\$6.01		\$11.98																						
	Duncan Canyon*	77.3%	\$39.53	(\$2.1)								\$28.70	\$0.26																							
	Sierra	80.3%	\$13.89									\$3.11	\$0.16		\$7.20	\$0.68																				
	Ranchero*	57.5%	\$64.26	(\$7.8)																									\$30.24	\$1.91				\$0.29		
	Joshua/Muscadel	58.7%	\$71.00																									\$39.59	\$2.09							
	Eucalyptus	57.4%	\$61.00																									\$18.63		\$16.39						
	Bear Valley	31.3%	\$25.00																									\$1.17	\$4.15			\$2.43	\$0.08			
La Mesa*	50.0%	\$121.50	(\$9.4)																									\$44.16	\$0.90	\$10.98						
I-215	University	15.8%	\$23.14	(\$0.7)												\$0.08			\$1.52	\$1.94																
	Pepper/Linden	50.0%	\$60.00																\$30.00																	
	Palm	35.7%	\$11.60																\$2.07	\$2.07																
SR-210	Waterman	18.2%	\$8.63																\$1.57																	
	Del Rosa	32.8%	\$38.00																\$7.85	\$1.12								\$3.49								
	Baseline	41.9%	\$32.07																									\$13.44								
	5th	44.1%	\$15.83																\$0.36				\$0.05					\$6.52								
Total			\$1,273.21	(\$71.9)	\$32.61	\$1.76	\$6.72	\$3.51	\$1.35	\$2.12	\$81.69	\$166.14	\$48.36	\$53.75	\$31.74	\$40.48	\$17.57	\$0.15	\$53.17	\$5.14	\$24.91	\$6.84	\$10.10	\$11.80	\$12.53	\$23.45	\$7.45	\$89.63	\$4.00	\$64.70	\$0.90	\$0.00	\$13.41	\$0.37		

Attachment: Nexus23_All_AppendixG (10446 : 2023 Update of the Development Mitigation Nexus Study)

Table 6. Railroad Grade Crossing Projects on Nexus Study Network

Description	2021 Cost Estimate (\$1000s)	Buy Down	Location	Ratio Train Growth to 2030	Ratio Trip Growth to 2030	2021 Cost Allocation To Development (\$1000s)	Local Share
Olive Street in Colton on the San Bernardino Line	\$0		Colton	55%	43.6%	\$0	0.0%
Valley Boulevard in Colton on the San Bernardino Line	\$0		Colton	55%	43.6%	\$0	0.0%
Laurel Street in Colton (Replaces Valley)	\$60,647	(\$10,334)	Colton	55%	43.6%	\$9,861	19.6%
Fogg Street in Colton (Replaces Olive)	\$24,673		Colton	55%	43.6%	\$4,836	19.6%
Widen Mount Vernon Avenue grade separation in Colton on the Alhambra Line	\$0		Colton	55%	43.6%	\$0	0.0%
In Fontana on Citrus Avenue At Santa Fe Railroad, Construct Undercrossing For Existing 4 Lanes	\$0		Fontana	55%	32.1%	\$0	0.0%
Main Street in Grand Terrace on the San Bernardino Line	\$29,050		Grand Terrace	55%	39.9%	\$5,220	18.0%
In Hesperia on Rancho Road 7th Avenue To Danbury, Realign Road, Construct Railroad Undercrossing	\$32,015	(\$9,070)	Hesperia	55%	58.9%	\$6,084	26.5%
Mauna Loa/Lemon and BNSF Grade Separation (costs from feasibility study)	\$59,980		Hesperia	55%	58.9%	\$15,906	26.5%
Eucalyptus Road in Hesperia on the BNSF Line	\$0		Hesperia	55%	58.9%	\$0	0.0%
Beaumont Avenue in Loma Linda on the Yuma Line	\$24,901		Loma Linda	55%	38.8%	\$4,352	17.5%
Monte Vista Avenue in Montclair at the UPRR Crossing	\$31,460	(\$2,090)	Montclair	55%	18.9%	\$2,502	8.5%
Widen Central Avenue grade separation in Montclair on the Alhambra and Los Angeles Lines	\$0		Montclair	55%	18.9%	\$0	0.0%
Archibald Avenue in Ontario on the Los Angeles Line	\$59,486		Ontario	55%	44.4%	\$11,881	20.0%
North Milliken Avenue in Ontario on the Alhambra Line	\$40,621	(\$7,161)	Ontario	55%	44.4%	\$6,683	20.0%
South Milliken Avenue in Ontario on the Los Angeles Line	\$63,835	(\$2,482)	Ontario	55%	44.4%	\$12,254	20.0%
Vineyard Avenue in Ontario on the Alhambra Line	\$45,180	(\$2,074)	Ontario	55%	44.4%	\$8,609	20.0%
Haven Avenue in Rancho Cucamonga at Metrolink Crossing	\$21,069		Rancho	55%	28.7%	\$2,721	12.9%
Railroad crossing safety improvements at San Timoteo Road in Redlands on the Yuma Line	\$1,961		Redlands	55%	23.1%	\$204	10.4%
Palm Avenue in San Bernardino on the Cajon Line	\$23,667	(\$7,130)	San Bernardino	55%	32.4%	\$2,410	14.6%
Rialto Avenue in San Bernardino on the San Bernardino Line	\$25,803		San Bernardino	55%	32.4%	\$3,760	14.6%
Hunts Lane in San Bernardino/Colton on the Yuma Line	\$28,866	(\$9,499)	S. Bern./Colton	55%	38.0%	\$3,309	17.1%
Glen Helen Parkway in San Bernardino County on Cajon Line	\$30,978	(\$2,320)	County	55%	62.2%	\$8,021	28.0%

**Table 7. Summary of Fair Share Costs for Arterial, Interchange, and Railroad Grade Crossing Project Costs for Cities (through year 2030)
 Cost in Millions of 2023 dollars**

Previous with Railroad Share Correction:

Jurisdiction	Ratio of Trip Growth to 2030 Trips (Development Share %)	Total Art. Cost (\$Mill)	2021					
			Total Arterial Cost	Development Share of Total Arterial Cost	Public Share of Total Arterial Cost	Development Share Of Interchange Cost	Development Share Of Railroad Grade Separation Cost	Development Share of Total Cost
Adelanto	63.5%	\$89.42	\$222.08	\$141.02	\$81.05	\$0.00	\$0.00	\$141.02
Apple Valley	55.0%	\$140.39	\$330.98	\$182.17	\$148.81	\$13.41	\$0.00	\$195.58
Chino	35.2%	\$91.89	\$246.59	\$86.69	\$159.90	\$32.29	\$0.00	\$118.98
Chino Hills	13.7%	\$20.77	\$42.03	\$5.76	\$36.27	\$0.00	\$0.00	\$5.76
Colton	43.6%	\$36.48	\$67.05	\$29.20	\$37.84	\$17.07	\$16.35	\$62.62
Fontana	32.1%	\$233.45	\$466.24	\$149.74	\$316.50	\$162.38	\$0.00	\$312.12
Grand Terrace	39.9%	\$18.89	\$24.56	\$9.81	\$14.75	\$0.00	\$5.22	\$15.03
Hesperia*	58.9%	\$142.65	\$218.90	\$129.00	\$89.91	\$89.63	\$21.99	\$240.62
Highland	46.4%	\$96.18	\$202.05	\$93.77	\$108.27	\$23.45	\$0.00	\$117.22
Loma Linda	38.8%	\$54.41	\$103.57	\$40.22	\$63.35	\$24.91	\$4.35	\$69.48
Montclair	18.9%	\$6.02	\$10.00	\$1.89	\$8.11	\$6.72	\$2.50	\$11.12
Ontario	44.4%	\$180.24	\$233.46	\$103.62	\$129.84	\$81.69	\$39.43	\$224.73
Rancho Cucamonga	28.7%	\$60.04	\$131.83	\$37.83	\$94.00	\$53.75	\$2.72	\$94.30
Redlands*	23.1%	\$58.22	\$96.77	\$22.36	\$74.41	\$9.94	\$0.20	\$32.51
Rialto	40.9%	\$67.91	\$125.13	\$51.12	\$74.00	\$31.58	\$0.00	\$82.70
San Bernardino	32.4%	\$94.69	\$239.93	\$77.70	\$162.23	\$52.36	\$7.82	\$137.88
Upland*	39.4%	\$20.22	\$59.73	\$23.54	\$36.19	\$1.35	\$0.00	\$24.89
Victorville	49.0%	\$82.93	\$96.50	\$47.31	\$49.18	\$64.70	\$0.00	\$112.01
Yucaipa	30.9%	\$88.29	\$153.97	\$47.57	\$106.40	\$7.45	\$0.00	\$55.02
Total		\$1,583.09	\$3,071.37	\$1,280.34	\$1,791.03	\$672.68	\$100.59	\$2,053.60

*Corrected 2021 Development Share of Railroad Grade Separation Cost

Update:

Jurisdiction	Ratio of Trip Growth to 2030 Trips (Development Share %)	Total Art. Cost (\$Mill)	2023					
			Total Arterial Cost	Development Share of Total Arterial Cost	Public Share of Total Arterial Cost	Development Share Of Interchange Cost	Development Share Of Railroad Grade Separation Cost	Development Share of Total Cost
Adelanto	63.5%	\$89.42	\$222.08	\$141.02	\$81.05	\$0.00	\$0.00	\$141.02
Apple Valley	55.0%	\$140.39	\$355.55	\$195.69	\$159.86	\$13.41	\$0.00	\$209.10
Chino	35.2%	\$91.89	\$248.23	\$87.27	\$160.96	\$32.61	\$0.00	\$119.88
Chino Hills	13.7%	\$20.77	\$42.03	\$5.76	\$36.27	\$0.00	\$0.00	\$5.76
Colton	43.6%	\$36.48	\$77.41	\$33.71	\$43.69	\$17.57	\$16.35	\$67.64
Fontana	32.1%	\$233.45	\$576.18	\$185.05	\$391.14	\$166.14	\$0.00	\$351.19
Grand Terrace	39.9%	\$18.89	\$16.84	\$6.72	\$10.11	\$0.00	\$5.22	\$11.95
Hesperia*	58.9%	\$142.65	\$350.48	\$206.54	\$143.95	\$89.63	\$21.99	\$318.16
Highland	46.4%	\$96.18	\$262.53	\$121.85	\$140.69	\$23.45	\$0.00	\$145.29
Loma Linda	38.8%	\$54.41	\$103.57	\$40.22	\$63.35	\$24.91	\$4.35	\$69.48
Montclair	18.9%	\$6.02	\$10.00	\$1.89	\$8.11	\$6.72	\$2.50	\$11.12
Ontario	44.4%	\$180.24	\$232.07	\$103.00	\$129.07	\$81.69	\$39.43	\$224.11
Rancho Cucamonga	28.7%	\$60.04	\$215.31	\$61.79	\$153.53	\$53.75	\$2.72	\$118.26
Redlands*	23.1%	\$58.22	\$30.03	\$6.94	\$23.09	\$10.10	\$0.20	\$17.24
Rialto	40.9%	\$67.91	\$162.36	\$66.33	\$96.02	\$31.74	\$0.00	\$98.08
San Bernardino	32.4%	\$94.69	\$324.53	\$105.09	\$219.44	\$53.17	\$7.82	\$166.09
Upland*	39.4%	\$20.22	\$55.54	\$21.89	\$33.65	\$1.35	\$0.00	\$23.24
Victorville	49.0%	\$82.93	\$105.69	\$51.82	\$53.87	\$64.70	\$0.00	\$116.52
Yucaipa	30.9%	\$88.29	\$247.80	\$76.56	\$171.24	\$7.45	\$0.00	\$84.01
Total		\$1,583.09	\$3,638.23	\$1,519.15	\$2,119.08	\$678.39	\$100.59	\$2,298.13

**Table 8. Summary of Fair Share Costs for Arterial, Interchange, and Railroad Grade Crossing Project Costs for Sphere Areas (through 2030)
Costs in Millions of 2021 dollars**

Previous:

Jurisdiction	Ratio of Trip Growth to 2030 Trips (Fair Share %)	Total Art. Cost (\$Mill)	2021					
			Total Arterial Cost	Development Share of Total Arterial Cost	Public Share of Total Arterial Cost	Development Share Of Interchange Cost	Development Share Of Railroad Grade Separation Cost	Development Share of Total Cost
Adelanto Sphere	63.0%	\$1.93	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Apple Valley Sphere	57.2%	\$13.77	\$10.95	\$6.26	\$4.69	\$0.37	\$0.00	\$6.63
Chino Sphere	36.7%	\$21.40	\$28.84	\$10.57	\$18.26	\$1.76	\$0.00	\$12.33
Colton Sphere	37.2%	\$6.53	\$6.95	\$2.59	\$4.37	\$0.15	\$0.00	\$2.74
Devore/Glen Helen	62.2%	\$14.63	\$17.69	\$11.00	\$6.69	\$0.00	\$0.00	\$11.00
Fontana Sphere	41.7%	\$61.34	\$70.58	\$29.47	\$41.12	\$46.39	\$0.00	\$75.86
Hesperia Sphere	41.5%	\$19.12	\$41.20	\$17.11	\$24.09	\$4.00	\$0.00	\$21.12
Loma Linda Sphere	72.3%	\$0.70	\$0.00	\$0.00	\$0.00	\$6.84	\$0.00	\$6.84
Montclair Sphere	36.6%	\$12.78	\$11.76	\$4.30	\$7.45	\$3.49	\$0.00	\$7.79
Redlands Sphere	35.5%	\$18.40	\$21.71	\$7.71	\$14.00	\$12.53	\$0.00	\$20.24
Redlands Donut Hole	62.0%	\$18.10	\$1.50	\$0.93	\$0.57	\$11.77	\$0.00	\$12.69
Rialto Sphere	37.6%	\$30.63	\$43.60	\$16.41	\$27.18	\$39.88	\$0.00	\$56.29
San Bernardino Sphere	23.1%	\$10.03	\$13.43	\$3.11	\$10.32	\$4.74	\$0.00	\$7.85
Upland Sphere	38.7%	\$12.60	\$7.15	\$2.77	\$4.39	\$2.12	\$0.00	\$4.88
Victorville Sphere	17.8%	\$23.75	\$26.71	\$4.74	\$21.97	\$0.90	\$0.00	\$5.64
Yucaipa Sphere	39.5%	\$1.40	\$0.88	\$0.35	\$0.53	\$0.00	\$0.00	\$0.35
Total		\$267.08	\$302.94	\$117.32	\$185.62	\$134.93	\$0.00	\$252.25

Update:

Jurisdiction	Ratio of Trip Growth to 2030 Trips (Fair Share %)	Total Art. Cost (\$Mill)	2023					
			Total Arterial Cost	Development Share of Total Arterial Cost	Public Share of Total Arterial Cost	Development Share Of Interchange Cost	Development Share Of Railroad Grade Separation Cost	Development Share of Total Cost
Adelanto Sphere	63.0%	\$1.93	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Apple Valley Sphere	57.2%	\$13.77	\$38.30	\$21.89	\$16.41	\$0.37	\$0.00	\$22.26
Chino Sphere	36.7%	\$21.40	\$28.84	\$10.57	\$18.26	\$1.76	\$0.00	\$12.34
Colton Sphere	37.2%	\$6.53	\$6.95	\$2.59	\$4.37	\$0.15	\$0.00	\$2.74
Devore/Glen Helen	62.2%	\$14.63	\$17.69	\$11.00	\$6.69	\$0.00	-\$8.02	\$2.98
Fontana Sphere	41.7%	\$61.34	\$70.58	\$29.47	\$41.12	\$48.36	\$0.00	\$77.83
Hesperia Sphere	41.5%	\$19.12	\$41.20	\$17.11	\$24.09	\$4.00	\$0.00	\$21.12
Loma Linda Sphere	72.3%	\$0.70	\$0.00	\$0.00	\$0.00	\$6.84	\$0.00	\$6.84
Montclair Sphere	36.6%	\$12.78	\$11.76	\$4.30	\$7.45	\$3.51	\$0.00	\$7.81
Redlands Sphere	35.5%	\$18.40	\$21.71	\$7.71	\$14.00	\$12.53	\$0.00	\$20.24
Redlands Donut Hole	62.0%	\$18.10	\$1.50	\$0.93	\$0.57	\$11.80	\$0.00	\$12.73
Rialto Sphere	37.6%	\$30.63	\$43.60	\$16.41	\$27.18	\$40.48	\$0.00	\$56.89
San Bernardino Sphere	23.1%	\$10.03	\$13.43	\$3.11	\$10.32	\$5.14	\$0.00	\$8.24
Upland Sphere	38.7%	\$12.60	\$7.15	\$2.77	\$4.39	\$2.12	\$0.00	\$4.88
Victorville Sphere	17.8%	\$23.75	\$26.71	\$4.74	\$21.97	\$0.90	\$0.00	\$5.64
Yucaipa Sphere	39.5%	\$1.40	\$0.88	\$0.35	\$0.53	\$0.00	\$0.00	\$0.35
Total		\$267.08	\$330.30	\$132.95	\$197.34	\$137.96	-\$8.02	\$262.89

Table 9. Valley Subarea Jurisdiction Equitable Share

Jurisdiction	Equitable Share
Chino	7.591%
Chino Hills	2.194%
Colton	2.534%
Fontana	19.400%
Grand Terrace	1.389%
Highland	6.777%
Loma Linda	4.074%
Montclair	0.597%
Ontario	12.272%
Rancho Cucamonga	5.044%
Redlands	4.854%
Rialto	3.831%
San Bernardino	7.857%
Upland	2.743%
Yucaipa	5.965%
County	12.878%
Arterial Allocation	100.00%

Update of Local Jurisdiction Fee Programs

Local jurisdiction development mitigation programs must be updated biennially to incorporate project cost escalation. The city council/Board of Supervisors must approve the adjustments on a biennial basis and reflect those adjustments in local development impact fees or other per-unit mitigation levels or assessments. The adjustments shall be in accordance with the total development share of the arterial, interchange and railroad grade crossing projects as presented on **Table 7** and **Table 8** of the biennial Nexus Study update. Local development impact fee programs must demonstrate the ability to collect the total development share considering fees collected to date and remaining projected growth.

Local jurisdictions must biennially adopt adjustments to their development mitigation programs to reflect the SBCTA Board adopted changes to the Nexus Study. The adjustment must be approved by the city council/Board of Supervisors by resolution on or before either January 1 or July 1, depending on the timeline chosen by the local jurisdiction. **Table 10** presents the list of local jurisdiction development mitigation program update timelines as submitted to SBCTA during the 2007 Nexus Study update.

**Table 10. Local Jurisdiction Development
 Mitigation Program Update Schedule**

Jurisdiction	July 1	January 1
Adelanto*	X	
Apple Valley		X
Chino		X
Chino Hills	X	
Colton	X	
Fontana		X
Grand Terrace		X
Hesperia		X
Highland		X
Loma Linda		X
Montclair	X	
Ontario		X
Rancho Cucamonga	X	
Redlands	X	
Rialto		X
San Bernardino	X	
San Bernardino County	X	
Upland		X
Victorville		X
Yucaipa		X

* Jurisdiction did not respond to the request for a development mitigation program update timeline. These jurisdictions are assumed to update their fees on a fiscal year basis.

Attachment 1

Arterial Projects

(\$ in thousands)

ADELANTO

Arterial Description	Lane-Miles	2021 Cost Estimate	2023 Cost Estimate	Status (C, D, F, or R)*	If C, year of completion	2023 Notes
Widen Adelanto Road from Holly to Air Expressway	6.1	\$2,699	\$2,699	F		
Widen Adelanto Road from Colusa to Oleander	6.0	\$3,728	\$3,728	F		
Widen Adelanto Road from El Mirage to Colusa	6.0	\$3,023	\$3,023	F		
Widen Adelanto Road from Air Expressway to El Mirage	6.0	\$2,212	\$2,212	F		
Widen Air Expressway from Richardson to Lessing	6.0	\$8,555	\$8,555	F		
Widen Air Expressway from Aster to Richardson	6.0	\$8,029	\$8,029	F		
Widen Air Expressway from US-395 to Aster	4.5	\$6,346	\$6,346	F		
Widen Air Expressway from Cobalt Rd to US-395	10.3	\$3,603	\$3,603	F		
Widen Amethst from Holly to Rancho	6.0	\$3,691	\$3,691	F		
Widen Aster from Air Expressway to El Mirage	6.0	\$4,421	\$4,421	F		
Widen Aster from Palmdale to Air Expressway	11.3	\$9,313	\$9,313	F		
Widen Aster from El Mirage to Colusa	6.0	\$7,934	\$7,934	F		
Widen Aster from Colusa to Desert Flower	3.0	\$3,691	\$3,691	F		
Widen Bartlett from US-395 to Aster	4.0	\$2,737	\$2,737	F		
Widen Bartlett from Aster to Richardson	3.5	\$7,178	\$7,178	F		
Widen Bartlett from Adelanto to US-395	2.1	\$1,243	\$1,243	F		
Widen Beaver from Villa to Victor	0.5	\$352	\$352	F		
Widen Beaver from Air Expressway to El Mirage	4.8	\$3,495	\$3,495	F		
Widen Beaver from Cactus to Air Expressway	5.1	\$3,656	\$3,656	F		
Widen Beaver from Palmdale to Villa	1.5	\$1,569	\$1,569	F		
Widen Bellflower from Air Expressway to Chamberlaine	4.5	\$1,316	\$1,316	D		
Widen Bellflower from Palmdale to Mojave	6.0	\$1,405	\$1,405	F		
Widen Bellflower from Cactus to Air Expressway	11.2	\$5,048	\$5,048	F		
Widen Cassia from Caughlin Road to Hwy 395	8.4	\$12,891	\$12,891	F		
Widen Caughlin from Air Expressway to Bartlett	1.5	\$1,781	\$1,781	F		
Widen Caughlin from Mojave to Air Expressway	9.4	\$15,632	\$15,632	F		
Widen Caughlin from Palmdale to Villa	2.3	\$2,512	\$2,512	F		
Widen Chamberlaine from US-395 to Aster	3.8	\$6,288	\$6,288	D		
Widen Chamberlaine from Adelanto to US-395	3.0	\$1,882	\$1,882	F		
Widen Chamberlaine from Aster to Richardson	6.0	\$10,525	\$10,525	F		
Widen Colbalt Road from Air Express to Rancho	3.0	\$2,782	\$2,782	F		
Widen Colusa from Richardson to Caughlin	3.0	\$3,178	\$3,178	F		
Widen Colusa from Aster to Richardson	6.0	\$8,957	\$8,957	F		
Widen Colusa from Mesa to Adelanto	1.9	\$973	\$973	F		
Widen Desert Flower from Emerald to Adelanto	2.0	\$3,306	\$3,306	F		
Widen Desert Flower from Aster to Caughlin	6.0	\$12,091	\$12,091	F		
Widen Desoto from US-395 to Aster	1.9	\$3,289	\$3,289	F		
Widen Desoto from Aster to Richardson	6.0	\$10,138	\$10,138	F		
Widen Desoto from Adelanto to US-395	4.1	\$4,510	\$4,510	F		
Widen El Mirage Road from US-395 to Aster	4.7	\$8,410	\$8,410	D		
Widen El Mirage Road from Aguadera to US-395	8.4	\$7,813	\$7,813	F		
Widen El Mirage Road from Aster to Richardson	14.7	\$8,486	\$8,486	F		
Widen Emerald from Holly to Air Expressway	6.1	\$2,057	\$2,057	D		
Widen Highway 395 from Air Expressway to Calleja	18.2	\$6,927	\$6,927	F		
Widen Highway 395 from Palmdale to Air Expressway	26.8	\$7,597	\$7,597	F		
Widen Holly Road from Aster to Richardson	5.6	\$10,342	\$10,342	F		
Widen Holly Road from Amethyst to US-395	6.0	\$6,860	\$6,860	F		
Widen Holly Road from Richardson to Caughlin	2.6	\$3,709	\$3,709	F		
Widen Holly Road from US-395 to Aster	6.0	\$7,350	\$7,350	F		
Widen Koala from Cactus to Air Expressway	7.7	\$4,015	\$4,015	F		
Widen Koala from Air Expressway to El Mirage	6.0	\$4,611	\$4,611	F		
Widen Koala from Palmdale to Villa	2.3	\$1,229	\$1,229	F		
Widen Koala from El Mirage to Desoto	3.0	\$2,793	\$2,793	F		
Widen Lessing from Rancho to Bartlett	4.5	\$2,064	\$2,064	F		
Widen Mojave Drive from El Privelegio to Richardson	1.3	\$1,377	\$1,377	F		
Widen Mojave Drive from US-395 to Aster	10.0	\$6,772	\$6,772	F		
Widen Mojave Drive from Richardson to Lessing	10.0	\$6,234	\$6,234	F		
Widen Oleander from Emerald to Adelanto Rd	3.0	\$3,691	\$3,691	F		
Widen Palmdale Rd from US-395 to Aster	14.0	\$9,383	\$9,383	F		
Widen Palmdale Rd from Richardson to Caughlin	7.0	\$3,070	\$3,070	F		
Widen Palmdale Rd from Aster to Richardson	14.0	\$8,845	\$8,845	F		
Widen Raccoon from Cactus to Rancho	3.0	\$6,451	\$6,451	F		
Widen Raccoon from Palmdale to Villa	1.5	\$3,190	\$3,190	F		
Widen Rancho Road from Aster to Richardson	4.5	\$7,150	\$7,150	F		

Attachment: Nexus23_All_Arterial (10446 : 2023 Update of the Development Mitigation Nexus Study)

Widen Rancho Road from Amethyst to US-395	6.8	\$7,535	\$7,535	F		
Widen Rancho Road from Richardson to Lessing	6.8	\$9,545	\$9,545	F		
Widen Rancho Road from US-395 to Aster	5.3	\$4,020	\$4,020	F		
Widen Richardson from El Mirage to Colusa	6.0	\$4,195	\$4,195	F		
Widen Richardson from Air Expressway to El Mirage	6.0	\$7,405	\$7,405	F		
Widen Richardson from Mojave to Air Expressway	7.3	\$9,186	\$9,186	F		
Widen Richardson from Palmdale to Victor	3.0	\$3,178	\$3,178	F		
Widen Seneca Rd from US-395 to Aster	6.0	\$4,399	\$4,399	F		
Widen Seneca Rd from Aster to Richardson	6.0	\$7,054	\$7,054	F		
Widen Seneca Rd from Richardson to Caughlin	3.0	\$3,178	\$3,178	F		
Widen Verbena from Cactus to Air Expressway	5.0	\$6,317	\$6,317	F		
Widen Verbena from Palmdale to Mojave	3.0	\$1,353	\$1,353	F		
Widen Amethst from Desert Flower to Oleander	NA	\$0	NA	R		
Widen Bartlett from Richardson to Caughlin	NA	\$0	NA	R		
Widen Beaver from Colusa to Oleander	NA	\$0	NA	R		
Widen Beaver from El Mirage to Colusa	NA	\$0	NA	R		
Widen Bellflower from El Mirage to Calleja	NA	\$0	NA	R		
Widen Caughlin from Colusa to Oleander	NA	\$0	NA	R		
Widen Chamberlaine from Richardson to Caughlin	NA	\$0	NA	R		
Widen Desoto from Richardson to Vinton	NA	\$0	NA	R		
Widen Helendale from Desert Flower to Oleander	NA	\$0	NA	R		
Widen Koala from Colusa to Oleander	NA	\$0	NA	R		
Widen Oleander from Aster to Caughlin	NA	\$0	NA	R		
Widen Raccoon from Colusa to Oleander	NA	\$0	NA	R		
Widen Raccoon from Air Expressway to El Mirage	NA	\$0	NA	R		
Widen Raccoon from El Mirage to Colusa	NA	\$0	NA	R		
Widen Richardson from Colusa to Oleander	NA	\$0	NA	R		
Widen Verbena from Air Expressway to El Mirage	NA	\$0	NA	R		
Widen Verbena from El Mirage to Calleja	NA	\$0	NA	R		
Widen Vinton from Air Expressway to El Mirage	NA	\$0	NA	R		
Widen Vinton from Desert Flower to Oleander	NA	\$0	NA	R		
Widen Vinton from Palmdale to Victor	NA	\$0	NA	R		
Widen Vinton from El Mirage to Collusa	NA	\$0	NA	R		
Widen Vinton from Mojave to Air Expressway	NA	\$0	NA	R		
Adelanto Total	449.3	\$403,773	\$403,773			

*C = Completed, D = In Development, F = Future, R = Removed

Attachment: Nexus23_All_Arterial (10446 : 2023 Update of the Development Mitigation Nexus Study)

Attachment 1

Arterial Projects

(\$ in thousands)

APPLE VALLEY

Arterial Description	Lane-Miles	2021 Cost Estimate**	2023 Cost Estimate	Status (C, D, F, or R)*	If C, year of completion	2023 Notes
Widen Apple Valley Rd from Bear Valley Rd to Yucca Loma Rd from 2 to 4 lanes	4.0	\$10,731	\$11,385	C	2009	
Widen Apple Valley Rd from Ohna to Falchion from 0 to 2 lanes	4.0	\$924	\$980	C	2007	
Widen Apple Valley Rd from Yucca Loma Rd to SR-18 from 2 to 4 lanes	8.0	\$12,945	\$13,734	F		
Widen Bear Valley Rd from Kiowa Rd to Navajo Rd from 4 to 6 lanes	2.0	\$3,499	\$3,712	F		
Widen Bear Valley Rd from Navajo Rd to Joshua Rd from 2 to 4 lanes	2.0	\$6,997	\$7,423	F		
Widen Bear Valley Rd from Apple Valley Rd to Kiowa Rd from 4 to 6 lanes	2.0	\$6,997	\$7,423	F		
Widen Central Rd from Bear Valley Rd to Waalew Rd from 2 to 4 lanes	4.0	\$20,993	\$22,271	D		First phase in design: BV Rd to SR18
Widen Corwin Rd from SR-18 to Dale Evans Pkwy from 2 to 4 lanes	8.0	\$13,294	\$14,104	F		
Widen Dale Evans Pkwy from Thunderbird Rd to I-15 from 2 to 4 lanes	16.0	\$27,990	\$29,694	F		
Widen Deep Creek Rd from Bear Valley Rd to Yucca Loma Rd from 0 to 4 lanes	4.0	\$13,994	\$14,846	F		
Widen Deep Creek Rd from Tussing Rach Rd to Bear Valley Rd from 2 to 4 lanes	4.0	\$6,997	\$7,423	F		
Widen Del Oro Rd from Apple Valley Rd to Deep Creek Rd from 0 to 2 lanes	1.2	\$0	\$0	C	2006	Consultant completed project
Widen Del Oro Rd from Deep Creek Rd to Central Rd from 0 to 2 lanes	6.8	\$21,412	\$22,716	F		
Widen Falchion Rd from I-15 to Apple Valley Road from 0 to 2 lanes	1.0	\$231	\$245	C	2007	
Widen Falchion Rd from Apple Valley Road to Dale Evans Pkwy from 0 to 2 lanes	7.0	\$12,244	\$12,990	F		
Widen Falchion Rd from Dale Evans Pkwy to Navajo Rd from 0 to 6 lanes	6.0	\$9,796	\$10,393	F		
Widen Kiowa Rd from Bear Valley Rd to Yucca Loma Rd from 2 to 4 lanes	4.0	\$6,997	\$7,423	F		
Widen Kiowa Rd from Ocotillo Rd to Bear Valley Rd from 2 to 4 lanes	4.0	\$6,997	\$7,423	F		
Widen Navajo Rd from SR-18 to Thunderbird Rd from 2 to 4 lanes	4.0	\$6,997	\$7,423	F		
Widen Rancherias Rd from Rincon Rd to Corwin Rd from 2 to 4 lanes	6.0	\$9,796	\$10,392	F		
Widen Sitting Bull Rd from Apple Valley Rd to Navajo Rd from 2 to 4 lanes	4.0	\$10,496	\$11,135	F		
Widen Thunderbird Rd from Rancherias Rd to Central Rd from 2 to 4 lanes.	6.0	\$10,496	\$11,135	F		
Widen Waalew Rd from Corwin Rd to Central Rd from 2 to 4 lanes	6.0	\$9,447	\$10,022	F		
Widen Yucca Loma Rd (Mojave Br) from Yates Rd to W Town Limits from 0 to 4 lanes	0.5	\$34,114	\$36,192	C	2016	
Widen Yuca Loma Rd from West Town Limits to Apple Valley Rd from 2 to 4 lanes	1.4	\$10,365	\$10,996	C	2017	
Widen Yuca Loma Rd from Apple Valley Rd to Rincon Rd from 2 to 4 lanes	2.0	\$3,149	\$6,000	D		To be partially constructed in 20
Widen Yuca Loma Rd from Rincon Rd to SR-18 from 2 to 4 lanes	4.6	\$7,241	\$10,000	F		
Widen and rehabilitate Bear Valley bridge (over Mojave River)	3.0	\$35,926	\$37,547	D		
Widen and realign Apple Valley Rd and SR-18 intersection	2.8	\$9,919	\$10,524	C	2022	
Apple Valley Total	128.3	\$330,984	\$355,550			

*C = Completed, D = In Development, F = Future, R = Removed

**Escalated costs at 3% per year

Attachment: Nexus23_All_Arterial (10446 : 2023 Update of the Development Mitigation Nexus Study)

Attachment 1 Arterial Projects

(\$ in thousands)

CHINO

Arterial Description	Lane-Miles	2021 Cost Estimate	2023 Cost Estimate	Status (C, D, F, or R)*	If C, year of completion	2023 Note
Widen Central Ave from Riverside Dr to SR-71 from 4 to 6 lanes	3.50	\$8,200	\$8,200	F		
Widen Central Ave from Francis Ave to Riverside Dr from 6 to 8 lanes	1.50	\$3,407	\$3,407	F		
Widen Chino Ave from SR-71 to East End Ave from 4 to 6 lanes	0.50	\$1,473	\$1,473	F		
Widen Peyton Dr from Woodview Rd to Soquel Canyon Pkwy from 0 to 2 lanes- Soquel Canyon Pkwy/Peyton Drive Connection - construct a 2-lane east-west corridor between the current west terminus of Soquel Canyon Pkwy to the south terminus of Peyton Drive at Woodview Road	0.40	\$1,371	\$1,371	D		
Widen Chino Ave from 600' e/o Monte Vista Rd to Sixth St from 2 to 4 lanes	0.15	\$800	\$800	F		
Widen Chino Ave from Sixth St to Central Ave from 2 to 4 lanes	0.35	\$249	\$249	F		
Widen Chino Ave from Mountain Ave to Fern Ave from 2 to 4 lanes	1.25	\$1,418	\$1,418	F		
Widen Chino Ave at Monte Vista Rd; North, South and West leg 600' each direction	0.25	\$1,309	\$1,309	F		
Widen Chino Ave from Central Ave to Mountain Ave from 2 to 4 lanes	0.70	\$3,102	\$3,102	F		
Widen Chino Hills Pkwy from Ramona Ave to Chino Creek Bridge from 4 to 6 lanes	0.50	\$447	\$447	F		
Widen Edison Ave from Ramona Ave to Central Ave from 4 to 6 lanes	0.50	\$8,370	\$8,370	F		
Widen Edison Ave from Pipeline Ave to Ramona Ave from 4 to 6 lanes	0.50	\$3,250	\$3,250	F		
Widen Edison Ave from Central Ave to Euclid Ave from 4 to 6 lanes	2.20	\$12,407	\$12,407	D		
Widen El Prado Rd from Central Ave to Pine Ave from 2 to 4 lanes	2.35	\$5,345	\$5,345	D		
Widen Euclid Ave (SR-83) from Merrill Ave to Kimball Ave from 2 to 4 lanes	1.00	\$1,371	\$1,371	F		
Widen Euclid Ave (SR-83) from Pine Ave to SR-71 from 2 to 8 lanes	1.75	\$15,758	\$15,758	F		
Widen Euclid Ave (SR-83) from Kimball Ave to Pine Ave from 4 to 8 lanes	1.00	\$3,329	\$3,329	D		
Widen Francis Ave from WCL to 600' e/o Concord Ct from 2 to 4 lanes (S. Side Only)	0.25	\$1,214	\$1,214	F		
Widen Francis Ave from 600' e/o Snyder to Benson Ave from 2 to 4 lanes	0.75	\$567	\$567	D		
Widen Kimball Ave from Euclid Ave to Hellman Ave from 2 to 4 lanes	2.50	\$41,881	\$41,881	D		
Widen Merrill Ave from Euclid Ave to ECL from 2 to 4 lanes (South Side Only)	2.50	\$2,583	\$2,583	F		
Widen Mountain Ave from Bickmore Ave to El Prado Rd from 2 to 4 lanes	0.50	\$476	\$476	D		
Widen Mountain Ave from Philadelphia St to Riverside Dr from 4 to 6 lanes	1.00	\$2,463	\$2,463	F		
Widen Philadelphia St from Central Ave to Benson Ave from 4 to 6 lanes	0.50	\$1,231	\$1,231	F		
Widen Philadelphia St from LA County Line to Central Ave from 2 to 4 lanes	2.25	\$4,022	\$4,022	D		
Widen Pine Ave from Euclid Ave to El Prado Rd from 2 to 4 lanes	1.00	\$8,525	\$8,525	D		
Widen Pine Ave from Hellman Ave to Euclid Ave from 2 to 6 lanes	2.50	\$42,249	\$42,249	D		
Widen Pine Ave from El Prado Rd to SR-71 from 2 to 4 lanes	0.50	\$39,292	\$39,292	D		
Widen Riverside Dr from Central Ave to Mountain Av from 4 to 6 lanes	1.25	\$5,219	\$5,219	F		
Widen Riverside Dr from Mountain Ave to Fern Ave from 2 to 6 lanes	0.75	\$4,612	\$4,612	F		
Widen Riverside Dr from WCL to 800' e/o Reservoir Ave from 4 to 6 lanes (N. Side Only)	1.25	\$742	\$742	F		
Widen Riverside Dr from Pipeline Ave to Central Ave from 4 to 6 lanes	1.50	\$6,675	\$6,675	F		
Widen Riverside Dr from Fern Ave to Euclid Ave from 2 to 6 lanes (South Side Only)	0.20	\$1,064	\$1,064	F		
Widen Schaefer Ave from Benson Ave to Euclid Ave from 2 to 4 lanes	1.70	\$4,186	\$4,186	D		
Construct a Traffic Signal at the Intersection of El Prado and Kimball	N/A	\$277	\$509	C	2006	
Construct a Traffic Signal at the Intersection of Eucalyptus and Mountain	N/A	\$481	\$481	F		
Construct a Traffic Signal at the Intersection of Fern and Riverside	N/A	\$277	\$512	C	2007	
Construct a Traffic Signal at the Intersection of Kimball and Main	N/A	\$321	\$608	C	2013	
Construct a Traffic Signal at the Intersection of Kimball and Hellman Ave	N/A	\$361	\$361	F		
Construct a Traffic Signal at the Intersection of Kimball and Mill Creek Rd	N/A	\$249	\$491	C	2008	
Construct a Traffic Signal at the Intersection of Kimball and Walker	N/A	\$361	\$361	F		
Construct a Traffic Signal at the Intersection of Merrill and Bon View	N/A	\$481	\$481	F		
Construct a Traffic Signal at the Intersection of Merrill and Walker	N/A	\$361	\$361	F		
Construct a Traffic Signal at the Intersection of Pine Ave and Sultana	N/A	\$481	\$481	F		
Construct a Traffic Signal at the Intersection of Pine Ave and El Prado Rd	N/A	\$481	\$481	F		
Construct a Traffic Signal at the Intersection of Pine Ave and Euclid Ave	N/A	\$481	\$481	D		
Construct a Traffic Signal at the Intersection of Pine Ave and Rincon Meadows	N/A	\$481	\$481	F		
Construct a Traffic Signal at the Intersection of Pine Ave and Chino-Corona Rd	N/A	\$481	\$481	F		
Construct a Traffic Signal at the Intersection of Pine Ave and SR-71	N/A	\$481	\$481	F		
Construct a Traffic Signal at the Intersection of Pine Ave and Main St	N/A	\$481	\$481	F		
Construct a Traffic Signal at the Intersection of Pine Ave and East Preserve Loop	N/A	\$481	\$481	D		
Construct a Traffic Signal at the Intersection of Pine Ave and Hellman	N/A	\$481	\$1,130	C	2010	
Construct a Traffic Signal at the Intersection of Pine Ave and West Preserve Loop	N/A	\$481	\$481	D		
Widen Mountain Ave from Schaefer Ave to Edison Ave from 2 to 4 lanes	NA	\$0	NA	R		Completed
Chino Total	35.8	\$246,586	\$248,230			

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Attachment: Nexus23_All_Arterial (10446 : 2023 Update of the Development Mitigation Nexus Study)

Attachment 1 Arterial Projects

(\$ in thousands)

CHINO HILLS

Arterial Description	Lane-	2021 Cost	2023 Cost	Status	If C, year of	2023 Notes
Widen Peyton Dr from Eucalyptus to Chino Hills Pkwy from 2 to 4 lanes	0.995	\$8,900	\$8,900	C	2018	
Ph1: Widen Peyton Dr from Grand to English from 4 to 6 lanes	0.72	\$6,236	\$6,236	C	2007	
Ph2: Widen Peyton Dr from English to Eucalyptus from 4 to 6 lanes	1.96	\$6,690	\$6,690	C	2012	
Widen Peyton Dr from Woodview Rd to Soquel Canyon Pkwy from 0 to 2 lanes Soquel Canyon Pkwy/Peyton Drive Connection - construct a 2-lane east-west corridor between the current west terminus of Soquel Canyon Pkwy to the south terminus of Peyton Drive at Woodview Road	2.00	\$16,000	\$16,000	F		
Widen Pine Ave from SR-71 to Chino Creek (north side only)	0.91	\$4,201	\$4,201	D		
Fairfield Ranch Road (FRR) Extension - Extend FFR from 950 ft. S/O intersection of FFR parallel to SR71 to the intersection of Pine Avenue (construct 2 new lane rd. w/ bike lanes)	NA	\$0	NA	R		
Chino Hills Total	6.6	\$42,027	\$42,027			

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Attachment: Nexus23_All_Arterial (10446 : 2023 Update of the Development Mitigation Nexus Study)

Attachment 1
Arterial Projects
(\$ in thousands)

COLTON

Arterial Description	Lane-Miles	2021 Cost Estimate	2023 Cost Estimate	Status (C, D, F, or R)*	If C, year of completion	2023 Notes
Widen Aqua Mansa Rd from Rancho Ave to Rialto Channel from 2 to 4 lanes	6.40	\$6,379	\$6,637	D		Bridge Cost is \$5.088
Widen Aqua Mansa Rd from Riverside Ave to Rialto Channel from 2 to 4 lanes	1.80	\$3,099	\$1,684	C, F	2010	550 feet from Riverside
Widen Barton Rd from S. City Limits to Washington Ave from 2 to 4 lanes	1.74	\$1,855	\$2,226	F		
Widen C St from City Limits w/o Rancho Ave to Pennsylvania Ave from 2 to 4 lanes	1.70	\$1,815	\$2,178	F		
Widen Fairway Dr from Sperry Dr to City Limits from 2 lanes to 4 lanes	3.52	\$6,149	\$7,379	F		
Improvement of La Cadena Dr from Rancho Ave to Litton Ave including bridge	3.40	\$4,866	\$5,839	D		
Improvement at La Cadena Dr from Palm Ave to Iowa Ave incl. installation of signal at Laloma intersection	2.40	\$4,023	\$4,828	C		Traffic Signal at La Loma is completed
Widen and realign Reche Cyn Rd from Washington St (Hunts Ln) to City Limits from 2 to 4 lanes	1.29	\$5,652	\$6,782	D		Based on consultant preliminary estimate
Widen Reche Cyn Rd from S. Crystal Ridge to Riverside County Line from 2 to 4 lanes	1.97	\$3,599	\$4,319	D		
Widen Riverside Ave from Riv. County Line to Santa Ana River from 4 to 6 lanes	1.90	\$3,991	\$4,789	F		
Widen Riverside Ave from Santa Ana River to Agua Mansa Rd from 4 to 6 lanes	2.47	\$2,535	\$3,042	F		
Widen San Bernardino Ave/Olive St. from Pepper Ave to County Limit from 2 lanes to 4 lanes	2.01	\$2,613	\$3,136	F		
Widen Olive St. from County Limit to Rancho Ave from 2 to 4 lanes	0.17	\$217	\$260	F		
Widen Slover from Pepper Ave to Riverside Ave from 2 to 4 lanes	NA	NA	NA	R		
Extend Washington St from Aqueduct to La Cadena Dr from 0 to 2 lanes	1.86	\$8,357	\$10,028	D		
Widen Washington St from Waterman to I-215 from 4 to 6 lanes	9.60	\$7,898	\$9,478	F		
Widen South Mt. Vernon Ave. from I-10 to Cooley Drive from 2 to 4 Lanes	1.80	\$4,000	\$4,800	D		
Widen and extend Pepper Ave from I-10 to Agua Mansa Rd from 0/2 to 4 lanes	NA	NA	NA	R		Replaced by South Mt Vernon Widening
Colton Total	44.03	\$67,048	\$77,405			

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Attachment: Nexus23_All_Arterial (10446 : 2023 Update of the Development Mitigation Nexus Study)

Attachment 1
Arterial Projects
(\$ in thousands)

FONTANA

Arterial Description	Lane-Miles	2021 Cost Estimate	2023 Cost Estimate	Status (C, D, F, or R)*	If C, year of completion	2023 Notes
Widen Alder Ave from Baseline Ave to Foothill Blvd from 2 to 4 lanes	2.00	\$3,531	\$4,219	F		
Widen Arrow Blvd from Alder Ave to Maple Ave from 2 to 4 lanes	1.50	\$2,700	\$3,227	F		
Widen Arrow Highway from Almeria Ave to Citrus Ave from 2 to 4 lanes	1.00	\$1,701	\$2,033	F		
Widen Baseline Ave from Sierra Ave to Mango Ave from 4 to 6 lanes	1.00	\$1,875	\$2,604	C	2009	Changed from 2 to 6 la
Widen Baseline Ave from Mango Ave to Maple Ave from 2 to 6 lanes	6.00	\$10,591	\$12,656	F		
Widen Baseline Ave from Citrus Ave to Sierra Ave from 2 to 6 lanes	4.00	\$8,041	\$11,167	C	2009	
Widen Beech Ave from Miller Ave to Foothill Blvd from 2 to 4 lanes	2.00	\$6,227	\$7,441	F		
Widen Beech Ave from Valley Blvd to Randall Ave from 2 to 4 lanes	2.00	\$4,479	\$5,352	F		
Widen Casa Grande from Lytle Creek Rd to Mango Ave from 0 to 4 lanes	8.00	\$14,121	\$16,875	F		
Widen Cherry Ave from So. Highland Ave to I-15 from 2 to 6 lanes	3.00	\$4,035	\$4,821	D		
Widen Cherry Ave from Valley Blvd to San Bernardino Ave from 4 to 6 lanes	1.00	\$1,823	\$2,178	F		
Widen Cherry Ave from Jurupa Ave to Slover Ave from 2 to 6 lanes	4.00	\$4,801	\$6,667	C	2009	
Widen Cherry Ave from Baseline Ave to So. Highland Ave from 4 to 6 lanes	3.50	\$4,707	\$5,625	D		
Widen Citrus Ave from San Bernardino Ave to Foothill Blvd from 2 to 4 lanes	4.00	\$6,076	\$8,438	C	2006	
Widen Citrus Ave from Jurupa Ave to Slover Ave from 2 to 4 lanes	2.00	\$7,841	\$9,370	F		
Widen Citrus Ave from Summit Ave to I-15 from 2 to 4 lanes	1.00	\$3,531	\$4,219	F		
Widen Citrus Ave from Valley Blvd to San Bernardino Ave from 2 to 4 lanes	1.00	\$1,518	\$2,108	C	2006	
Widen Citrus Ave from Baseline Ave to So. Highland Ave from 2 to 4 lanes	2.00	\$6,135	\$8,520	C	2007	
Widen Citrus Ave from So. Highland Ave to SR-210 from 4 to 6 lanes	0.25	\$1,000	\$1,195	F		
Widen Cypress Ave from So. Highland Ave to Sierra Lakes Pkwy from 0 to 4 lanes	1.00	\$13,449	\$16,071	F		
Widen Cypress Ave from Slover Ave to Valley Blvd from 0 to 4 lanes (I-10)	2.00	\$42,554	\$59,095	C	2010	
Widen Cypress Ave from Slover Ave to Jurupa Ave from 2 to 4 lanes	2.00	\$3,360	\$4,015	D		
Widen Cypress Ave from Duncan Canyon Rd to Frontage Rd (I-15) from 2 to 4 lanes	3.00	\$4,304	\$5,143	D		
Widen Duncan Canyon Rd from Citrus Ave to Sierra Ave from 0 to 4 lanes	4.00	\$7,061	\$8,438	D		
Widen Duncan Canyon Rd from I-15 to Citrus Ave from 0 to 4 lanes	1.50	\$2,017	\$2,411	D		
Widen Etiwanda Ave from Riverside County Line to I-10 from 4 to 6 lanes	4.66	\$6,052	\$7,232	F		
Widen Fontana Ave from Valley Blvd to Merrill Ave from 2 to 4 lanes	NA	\$0	\$0	R	NA	
Widen Foothill Blvd from Cherry Ave to Hemlock Ave from 4 to 6 lanes	1.50	\$5,941	\$8,250	C	2009	
Widen Foothill Blvd from East Ave to Cherry Avd from 2 to 3 lanes on eastbound side	1.50	\$8,476	\$11,770	C	2009	
Widen Foothill Blvd from Citrus Ave to Maple Ave from 4 to 6 lanes	5.50	\$9,708	\$11,601	F		
Widen Foothill Blvd from Hemlock to Almeria from 4 to 6 lanes	2.00	\$13,826	\$16,522	D		
Widen Frontage Rd (I-15) from Duncan Canyon Rd to Riverside Ave from 0 to 4 lanes	4.00	\$10,591	\$12,656	D		
Widen Jurupa Ave from Etiwanda Ave to Sierra Ave from 2 to 6 lanes	6.40	\$32,900	\$39,316	F		
Widen Jurupa Ave from Tamarind Ave to Alder Ave from 2 to 4 lanes	0.50	\$1,289	\$1,540	F		
Widen Live Oak Ave from Jurupa Ave to Slover Ave from 2 to 4 lanes	2.00	\$3,531	\$4,219	F		
Widen Lytle Creek from Summit Ave to Duncan Ave from 0 to 4 lanes	3.00	\$10,087	\$12,054	F		
Widen Lytle Creek from Duncan Ave to Sierra Ave from 0 to 4 lanes	8.00	\$10,759	\$12,857	D		
Widen Merrill Ave from Catawba Ave to Fontana Ave from 2 to 4 lanes	1.00	\$1,764	\$2,108	F		
Widen Merrill Ave from Alder Ave to Maple Ave from 2 to 4 lanes	1.50	\$2,777	\$3,319	F		
Widen Mulberry Ave from Jurupa Ave to Santa Ana Ave from 2 to 4 lanes	1.00	\$1,345	\$1,607	D		
Widen Poplar Ave from Slover Ave to Valley Blvd from 0 to 4 lanes (I-10 Overcrossing)	2.00	\$40,347	\$48,214	F		
Widen Randall Ave from Alder Ave to Maple Ave from 2 to 4 lanes	1.50	\$2,306	\$2,756	F		
Widen San Sevaire Rd from Baseline Ave to Summit Ave from 2 to 4 lanes	4.00	\$7,061	\$8,438	F		
Santa Ana Avenue from Sierra Avenue to Mulberry Widen from 2 to 4 lanes	8.00	\$10,759	\$12,857	F		
Santa Ana at Railroad Crossing At Grade	0.00	\$3,362	\$4,018	F		
Widen Sierra Ave from Foothill Blvd to Baseline Ave from 4 to 6 lanes	2.00	\$12,031	\$14,377	D		
Widen Sierra Ave from San Bernardino Ave to Foothill Blvd from 4 to 6 lanes	4.00	\$12,588	\$15,043	F		
Widen Sierra Ave from Valley Blvd to San Bernardino Ave from 4 to 6 lanes	1.00	\$3,267	\$4,537	C	2011	
Widen Sierra Ave from Slover Ave to Valley Blvd from 3 to 4 lanes on west side	1.00	\$1,764	\$2,108	F		
Widen Sierra Ave from Baseline Ave to Walnut Ave from 4 to 6 lanes	1.00	\$4,985	\$6,922	C	2007	
Widen Sierra Ave from Summit Av to I-15 Widen from 2 to 6 lanes	8.00	\$10,759	\$12,857	F		
Widen Sierra Lakes Pkwy from Cherry Ave to Beech Ave from 2 to 4 lanes	2.00	\$13,237	\$15,819	F		
Widen Sierra Lakes Pkwy from Beech Ave to Citrus Ave from 2 to 4 lanes	2.00	\$5,770	\$6,895	F		
Widen Slover Ave from Tamarind Ave to E. City Limits from 4 to 6 lanes	0.50	\$910	\$1,088	F		
Widen Slover Ave from Etiwanda Ave to 800' e/o Etiwanda from 2 to 4 lanes	0.50	\$8,069	\$9,643	D		
Widen So. Highland Ave from Cherry Ave to Citrus Ave from 2 to 4 lanes	4.00	\$7,061	\$8,438	F		
Widen So. Highland Ave from Sierra Ave to Palmetto Ave from 2 to 4 lanes	1.00	\$2,278	\$2,723	D		
Widen Valley Blvd from Cherry Ave to Beech Ave from 2 to 4 lanes	2.00	\$3,253	\$3,887	F		
Widen Valley Blvd from Beech Ave to Citrus Ave from 4 to 6 lanes	2.00	\$3,253	\$3,887	F		
Widen Valley Blvd from Citrus Ave to Sierra Ave from 4 to 6 lanes	2.00	\$3,253	\$3,887	F		
Widen Valley Blvd from Sierra Ave to Alder Ave from 4 to 6 lanes	2.00	\$3,253	\$3,887	F		
Widen Walnut Ave from Almeria to Sierra Ave from 2 to 4 lanes	3.00	\$4,536	\$6,300	C	2007	
Widen Walnut Ave from I-15 to San Sevaire from 2 to 4 lanes	3.00	\$4,859	\$5,806	D		
Widen Slover Ave from Mulberry Ave to Sierra Ave from 4 lanes to 6 lanes	8.00	\$10,760	\$12,858	F		
Widen So. Highland from Baseline Rd to Cherry Ave from 0 to 4 lanes	NA	\$0	\$0	R	NA	
Widen Summit Ave from Cherry Ave to San Sevaire Rd from 2 to 4 lanes	NA	\$0	\$0	R	NA	
Widen Valley Blvd from Poplar Ave to Catawba Ave from 4 to 6 lanes	NA	\$0	\$0	R	NA	
Fontana Total	169.81	\$466,244	\$576,184			

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Attachment: Nexus23_All_Arterial (10446 : 2023 Update of the Development Mitigation Nexus Study)

Attachment 1
Arterial Projects
(\$ in thousands)

GRAND TERRACE

Arterial Description	Lane-Miles	2021 Cost Estimate	2023 Cost Estimate	Status (C, D, F, or R)*	If C, year of completion	2023 Notes
Widen Barton Rd from Honey Hills to N.E. City Limits from 2 lanes to 4 lanes	0.34	\$3,869	NA	R		
Widen Barton Rd from SFRR to I-215 from 2 to 4 lanes	0.21	\$2,207	\$2,481	F		Pending a combined proje with the City of Colton
Extend Commerce Wy from 900' n/o DeBerry Rd to Main St from 0 to 4 lanes	0.66	\$5,500	\$6,185	F		
Extend Commerce Wy from Michigan to Barton Rd	0.11	\$2,306	\$5,418	C	2010	
Widen Main St (w.b.) from SFRR to SPRR from 2 to 4 lanes	0.02	\$73	\$450	C	2003	
Widen Michigan St from Commerce Way and Van Buren St from 2 lanes to 4 lanes	0.90	\$6,427	NA	R		
Widen Mt Vernon Ave from Canal St to North City Limits from 2 lanes to 4 lanes	0.32	\$3,553	NA	R		
Widen Mt Vernon Ave from Barton Rd 700' n/o Minona St from 2 lanes to 4 lanes	0.24	\$628	\$706	C	2009	
Widen Barton Rd at I-215 Overcrossing from 2 to 4 lanes	0.08	\$0	\$1,600	C	2021	
Grand Terrace Total	2.81	\$24,563	\$16,840			

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Attachment 1
Arterial Projects
(\$ in thousands)

HESPERIA

Arterial Description	Lane-Miles	2021 Cost Estimate	2023 Cost Estimate	Status (C, D, F, or R)*	If C, year of completion	2023 Notes
Widen 7th Ave from Rancho Rd to Bear Valley Rd from 2 to 5 lanes	18.0	\$20,183	\$26,238	F		30% construction cost escalation
Widen Bear Valley Rd from I-15 To Mojave River (south side)	5.0	\$4,464	\$5,803	F		30% construction cost escalation
Widen Danbury Ave. from Rancho Rd. to Arrowhead Lake Rd. from 2 to 5 lanes	10.0	\$11,172	\$14,524	F		30% construction cost escalation
Widen E St from Sultana St to I St from 2 to 4 lanes	11.6	NA	\$14,912	F	2010	
Widen Escondido Ave from Main St to Mariposa Rd. from 0 to 4 lanes with new Aqueduct Bridge	NA	NA	NA	R		
Widen Eucalyptus St from I-15 To Peach Ave from 2 to 5 lanes and construct railroad crossing	5.2	NA	\$21,391	F		Project added back consistent with City DIF Study
Widen Hesperia Rd from-Sultana St. to Main St. from 2 to 5 lanes	1.5	\$1,663	\$2,162	F		30% construction cost escalation
Widen Hesperia Rd from Bear Valley Rd to Yucca St from 3 to 5 lanes	6.8	\$11,305	\$14,697	F		30% construction cost escalation
Widen "I" Ave from Rancho Rd to Main St from 2 to 5 lanes	8.1	\$8,710	\$11,323	F		30% construction cost escalation
Widen "I" Ave from Main St. To Bear Valley Rd from 3 to 5 lanes	7.4	\$12,436	\$16,167	F		30% construction cost escalation
Widen Lemon St from Mauna Loa to Mojave River from 2 to 4 lanes and construct Railroad Crossing	NA	NA	NA	R		
Widen Main St from Escondido Ave To 11Th Ave from 4 to 6 lanes, including aqueduct	5.6	\$31,103	\$40,434	D		30% construction cost escalation
Widen Main St from I-15 to US Hwy 395 from 2 to 4 lanes (Phase 1)	1.9	\$1,257	NA	R	2009	Was not included in City's latest Nexus
Widen Main St from I-15 to US Hwy 395 from 4 to 6 lanes (Phase 2)	1.9	NA	NA	R		
Widen Main St from Highway 395 to Mesa Linda Rd from 4 lanes to 6 lanes	1.1	\$1,829	\$2,378	F		30% construction cost escalation
Widen Main St from 11th St to 9th St from 4 to 6 lanes	0.5	\$1,800	\$540	F		30% construction cost escalation
Widen Maple Av from Eucalyptus Ave to Main St from 2 to 5 lanes	3.0	NA	\$34,550	F		30% construction cost escalation
Widen Mariposa from Eucalyptus Ave to Bear Valley Rd from 2 to 6 lanes	NA	NA	NA	R		
Widen Mauna Loa from 7th Ave to Lemon St from 0 to 4 lanes	2.2	\$12,292	\$15,980	F		30% construction cost escalation
Widen Mauna Loa from Maple Ave to 7th Ave from 2 to 4 lanes	4.0	\$6,550	\$8,515	F		30% construction cost escalation
Widen Mesquite St from Topaz Ave to Maple Ave from 2 to 4 lanes	NA	NA	NA	R		30% construction cost escalation
Widen Mojave St from I-15 to Maple Ave from 2 to 4 lanes	2.4	\$9,898	\$12,867	F		30% construction cost escalation
Widen Rancho Rd from Mariposa Rd. to UP RR Crossing from 2 to 5 lanes with RR X-ing widening	2.0	\$3,319	\$3,983	D		30% construction cost escalation
Widen Rancho Road from Topaz Ave. to 7th Ave. from 2 to 5 lanes, including aqueduct bridge widening	6.0	\$33,026	\$43,000	D		30% construction cost escalation
Widen Rancho Rd from 7th Ave to Danbury Rd from 2 to 4 lanes	2.5	\$31,647	\$42,354	C	2013	
Widen Rancho Rd from Danbury to-I Ave. from 2 to 5 lanes	3.8	\$4,440	\$5,772	F		30% construction cost escalation
Widen Rancho Rd. from I Ave. to Arrowhead Lake Rd. from 2 to 3 lanes	1.7	\$1,732	\$719	F		Wrong project marked complete 30% Escalation; City indicated exp should have been \$552.75k in FY21.
Widen Rock Springs Rd from Arrowhead Lake Rd to E City Limits from 2 to 4 lanes	1.5	\$1,333	\$1,556	C	2009	Wrong project previously marked complete/30% Escalation
Widen Rock Springs Rd from Glendale Ave to east City Limits from 2 to 5 lanes	0.7	\$1,273	\$1,733	F		30% construction cost escalation
Widen Santa Fe Ave. from Rancho Rd. to Summit Valley Rd. from 0 to 4 lanes	NA	NA	NA	R		
Widen Summit Valley Rd from Southerly City Limit to Santa Fe Ave. from 2 to 5 lanes	NA	NA	NA	R		
Widen Escondido Road from Rancho to Cedar from 2 to 4 lanes	NA	NA	NA	R		
Widen Hesperia Rd from Mesquite to Lime from 0 to 4 lanes	NA	NA	NA	R		
Widen Main St from I-15 to Escondido Ave from 4 to 6 lanes	NA	NA	NA	R		
Widen Main St from 7th Ave to I Ave from 4 lanes to 6 lanes	NA	NA	NA	R		
Widen Main St from I Ave to Rock Springs Rd from 4 to 6 lanes	NA	NA	NA	R		30% construction cost escalation
Widen Rancho Las Flores Pkwy from SR-138 To Rancho Rd from 0 to 4 lanes	9.2	\$5,667	\$7,367	F		30% construction cost escalation
Widen Muscatel St from Mariposa Rd to Cataba Rd	0.3	\$1,167	\$1,517	F		30% construction cost escalation
Widen Sultana St from Escondido Ave to Mariposa Ave	1.5	\$637	NA	R	2001	Was not included in City's latest Nexus
Widen Escondido Ave from Main St to Sultana St from 2 to 4 lanes	NA	NA	NA	R	2001	
Hesperia Total	125.4	\$218,903	\$350,480			

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Attachment: Nexus23_All_Arterial (10446 : 2023 Update of the Development Mitigation Nexus Study)

Attachment 1 Arterial Projects (\$ in thousands)

HIGHLAND

Arterial Description	Lane-Miles	2021 Cost Estimate**	2023 Cost Estimate	Status (C, D, F, or R)*	If C, year of completion	2023 Notes
Widen 3rd St from Palm Ave to 5th St from 2 to 3 lanes	0.27	\$3,371	\$4,437	D		
Widen 3rd St from Tippecanoe Ave to 200' e/o Shirley Ave from 2 to 6 lanes	0.69	\$4,708	\$6,195	D		
Widen 3rd St from Victoria Ave to Palm Ave (no additional lanes)	1.00	\$8,409	\$11,069	C	2019	
Widen 5th St from Tippecanoe Ave to Del Rosa Dr from 2 to 4 lanes	0.56	\$8,428	\$11,094	D	2010	
Widen 5th St from Del Rosa Dr to Palm Ave from 2 to 4 lanes and from Church Ave to SR 210 from 4 to 6 lanes (including fwy undercrossing)	3.04	\$23,294	\$30,662	D		
Widen 9th St from Victoria Ave to Cunningham with 3 lanes and bike lanes	0.25	\$457	\$602	C	2016	
Widen 9th St from 160' e/o of Drummond Ave to Palm Ave with 3 lanes and bike lanes	0.06	\$603	\$794	C	2016	
Widen 9th St from Lillian Ln to 160' e/o Drummond Ave with 3 lanes and bike lanes	0.19	\$353	\$465	C	2016	
Widen 9th St from Central Ave to Lillian Ln with 3 lanes and bike lanes	0.25	\$537	\$707	C	2016	
Widen 9th St from Cunningham St to Hillview St from 2 to 4 lanes	0.07	\$192	\$253	C	2016	
Widen 9th St from Del Rosa Dr to Victoria Ave from 2 to 4 lanes	1.52	\$6,647	\$8,750	F		
Widen 9th St from Hillview St to Central Ave from 2 to 4 lanes	0.18	\$855	\$1,125	C	2016	
Widen 9th St from Tippecanoe Ave to 145' e/o Fairfax Ln from 2 to 4 lanes	0.25	\$412	\$542	F		
Extend Arden Ave to connect to Lankershim Ave from 0 lanes to 2 lanes	0.68	\$3,137	NR	R		Removed from DIF
Widen Base Line from Palm Ave to Boulder Ave from 4 to 6 lanes (excluding freeway bridge)	1.28	\$4,827	\$6,354	F		
Widen Base Line from Boulder Ave to Church St (including bridge at City Creek) (no additional lanes)	1.25	\$4,360	\$5,739	D		
Widen Base Line from W. City Limit to Palm Ave (no additional lanes)	1.99	\$10,903	\$14,352	D		
Widen Base Line from 510' e/o Fairwood Ln to Brookwood Ln from 2 to 4 lanes	0.39	\$1,735	\$2,284	C	2022	Const. at 2 lanes and ultimate
Widen Boulder Ave from Highland Ave to 5th St from 2 lanes to 4 lanes (including bridge)	2.10	\$6,468	\$8,514	D		
Widen Boulder Ave/Orange St from 5th St to S. City Limits from 2 to 4 lanes (including 2 bridges)	0.68	\$18,684	\$24,594	F		
Extend Cone Camp Rd from Greenspot Rd to S. City Limits from 0 to 2 lanes	0.75	\$4,319	NR	R		Removed from G.P. Circ.
Widen Del Rosa Dr from 3rd St to 5th St (no additional lanes)	0.26	\$884	\$1,164	D		
Widen Del Rosa Dr from 5th St to Base Line (no additional lanes)	0.38	\$1,048	\$1,380	F		
Widen Greenspot Rd from SR-210 to Boulder Ave from 2 to 6 lanes	0.86	\$6,620	\$8,714	C	2014	
Widen Greenspot Rd from Boulder Ave to Valencia Ct from 2 to 4 or 6 lanes	0.54	\$2,799	\$3,684	C	2000	
Widen Greenspot Rd from Valencia Ct to 145' w/o Weaver St (no additional lanes)	0.63	\$504	\$663	F		
Widen Greenspot Rd from 145' w/o Weaver St to 1250' e/o Weaver Street St (no additional lanes)	0.39	\$1,272	\$1,674	F		
Widen Greenspot Rd from 1250' e/o Weaver Street St to 560' e/o Santa Paula St (no additional lanes)	1.70	\$6,407	\$8,434	F		
Extend Greenspot Rd from 560' e/o Santa Paula St to East City Limit (including bridge at Santa Ana River)	4.95	\$24,786	\$32,626	D		
Widen Highland Ave from Olive St to 800' w/o Victoria Ave (no additional lanes)	0.40	\$1,382	\$1,819	F		
Widen Highland Ave from Boulder Ave to 200' w/o Denair Ave (no additional lanes)	0.39	\$1,106	\$1,456	F		
Widen Highland Ave from Church St to Boulder Ave from 2 to 4 lanes	1.34	\$4,717	\$6,209	F		
Widen Palm Ave/Alabama St from S. City Limit to Base Line from 2 to 4 lanes	1.31	\$6,607	\$8,697	C	2000	
Widen Palm Ave from Pacific St to Atlantic Ave from 2 to 4 lanes	0.20	\$633	\$833	D		
Widen Sterling Ave from S. City Limits to Pacific Ave (no additional lanes)	1.35	\$6,837	\$8,407	F		
Widen Tippecanoe Ave from 3rd St to 9th St (no additional lanes)	0.80	\$5,108	\$6,724	D		
Widen Victoria Ave from 6th St to 660' n/o 6th St (no additional lanes)	0.13	\$672	\$885	D		
Widen Victoria Ave from n/o 6th St to N. City Limits (no additional lanes)	1.70	\$7,316	\$9,630	F		
Widen Victoria Ave from 3rd St to 6th St (no additional lanes)	0.25	\$4,975	\$6,549	F		
Widen Lankershim Ave from 5th St to 1200' north of 9th St (no additional lanes)	0.76	\$1,014	\$1,355	D		
Widen Greenspot Rd from Santa Ana River to south city limits	0.60	\$2,075	\$2,731	F		
Widen Palm Ave from Base Line to Pacific St (no additional lanes)	0.50	\$2,585	\$3,403	F		
Widen 5th St from Victoria Ave to Palm Ave from 2 to 4 lanes	NA	\$0	NR	R		
Widen 5th St from Tippecanoe Ave to 845' e/o Shirley from 2 to 4 lanes	NA	\$0	\$6,965	F		
Widen 5th St from Sterling Ave to Victoria Ave from 2 to 4 lanes	NA	\$0	NR	R		
Widen 5th St from Church Ave to SR-210 from 2 to 6 lanes	NA	\$0	NR	R		
Widen Del Rosa Dr from 3rd St to Base Line from 2 to 4 lanes	NA	\$0	NR	R		
Widen Base Line from Church St to Weaver St (no additional lanes)	0.75	\$0	NR	R	2002	
Highland Total	36.89	\$202,046	\$262,534			

*C = Completed, D = In Development, F = Future, R = Removed
 **Did not provide input.

Attachment: Nexus23_All_Arterial (10446 : 2023 Update of the Development Mitigation Nexus Study)

Attachment 1
Arterial Projects
(\$ in thousands)

LOMA LINDA

Arterial Description	Lane-Miles	2021 Cost Estimate**	2023 Cost Estimate	Status (C, D, F, or R)*	If C, year of completion	2023 Notes
Widen Barton Rd from E. City Limits to W. City Limits from 4 to 6 lanes	7.00	\$1,170	\$1,170	F		
Widen California St from Barton Rd to Redlands Blvd from 2 to 6 lanes	4.00	\$4,100	\$4,100	D		
Widen Evans St from I-10 to Barton Rd from 0 to 4 lanes	5.00	\$77,000	\$77,000	F		
Widen Mountain View Ave from Van Leuvan to Prospect Ave from 2 to 4 lanes	0.80	\$7,126	\$7,126	C	2010	
Widen Redlands Blvd from E. City Limits to W. City Limits from 4 to 6 lanes	0.50	\$13,175	\$13,175	F		
Intersection Improvements at Mound St and Anderson St	NA	\$1,000	\$1,000	D		
Loma Linda Total	17.30	\$103,571	\$103,571			

*C = Completed, D = In Development, F = Future, R = Removed

**Did not provide input.

Attachment: Nexus23_All_Arterial (10446 : 2023 Update of the Development Mitigation Nexus Study)

Attachment 1

Arterial Projects

(\$ in thousands)

MONTCLAIR

Arterial Description	Lane-Miles	2021 Cost Estimate	2023 Cost Estimate	Status (C, D, F, or R)*	If C, year of completion	2023 Note
Widen Monte Vista Ave from San Bernardino St to Arrow Hwy from 4 to 6 lanes	2.04	\$5,000	\$5,000	F		
Widen San Bernardino St from LA County Line to Benson Ave from 4 to 6 lanes	3.54	\$5,000	\$5,000	F		
Montclair Total	5.58	\$10,000	\$10,000			

*C = Completed, D = In Development, F = Future, R = Removed

Attachment: Nexus23_All_Arterial (10446 : 2023 Update of the Development Mitigation Nexus Study)

Attachment 1

Arterial Projects

(\$ in thousands)

ONTARIO

Arterial Description	Lane-Miles	2021 Cost Estimate**	2023 Cost Estimate	Status (C, D, F, or R)*	If C, year of completion	2023 Notes
Railroad-highway grade separation on Campus Ave at UPRR Alhambra and Los Angeles lines	0.6	\$24,000	\$24,905	F		
Railroad-highway grade separation on San Antonio Ave at UPRR Alhambra and Los Angeles lines	0.6	\$24,000	\$24,905	F		
Spot widen Benson Ave from Mission to Philadelphia from 2 to 4 lanes	3.0	\$866	\$899	F		
Widen Mountain Ave from Sixth Street to s/o Holt Blvd	3.3	\$7,467	\$2,631	D		
Spot widen San Antonio Ave from Park St to Phillips St	1.2	\$1,746	NA	R		
Spot widen Bon View Ave from Holt Blvd to Belmont St	0.8	\$1,766	\$1,833	F		
Widen Turner Ave from Inland Empire Boulevard to Fourth St from 2 to 4 lanes	1.0	\$714	\$741	F		
Widen Archibald Avenue from Inland Empire Blvd to Fourth St from 4 to 6 lanes	1.0	\$1,921	\$1,994	F		
Widen west 1/2 Milliken/Hamner from SR60 to Riverside Dr from 4 to 6 lanes	0.5	\$381	\$396	F		
Widen west 1/2 Etiwanda Ave from n/o Airport Dr to south of Airport Dr	0.5	\$2,375	\$2,375	F		
Spot widen Eighth St from West Cucamonga Channel to Grove Ave from 2 to 4	0.5	\$156	\$162	F		
Widen Guasti Rd from Holt Blvd to Archibald Ave from 2 to 4 lanes	1.5	\$932	\$967	F		
Widen State St from Benson Ave to Grove Ave from 2 to 4 lanes	3.0	\$4,621	\$4,796	F		
Widen Phillips St from Benson Ave to Mountain Ave from 2 to 4 lanes	2.2	\$802	\$557	F		
Spot widen Acacia St from Baker Ave to Vineyard Ave from 2 to 4 lanes	0.5	\$70	\$73	F		
Widen a bridge on Grove Ave over West Cucamonga Cr	0.0	\$907	\$941	F		
Widen a bridge Philadelphia St over Cucamonga Cr	0.0	\$2,142	\$2,142	F		
Widen 4th St from Campus Ave to Cucamonga Ave from 2 to 4 lanes	1.5	\$978	\$1,016	F		
Replace 4th St structure between I-10 westbound ramps and I-10 eastbound ramps and widen to 5 lanes	0.3	\$21,567	\$20,758	F		
Widen 4th St from Vineyard Ave to Archibald Avenue from 4 to 6 lanes, including W. Cuc. Creek Bridge	1.2	\$1,213	\$655	F		
Spot Widen Airport Dr from Kettering to Etiwanda Ave from 2 to 4 lanes, including intersection at Etiwanda/Slover	0.8	\$9,880	\$8,733	F		
Widen a bridge on Archibald Ave over Lower Deer Creek	0.0	\$358	\$372	F		
Widen a bridge on Archibald Ave over Upper Deer Creek Spillway	0.0	\$1,696	\$1,760	D		
Widen a bridge on Archibald Ave over Upper Deer Creek	0.0	\$1,211	\$1,258	D		
Widen Campus Ave from Woodlawn St to Mission Blvd from 2 to 4 lanes	1.8	\$1,130	NA	R		
Widen a bridge on Eighth St over Cucamonga Creek	0.0	\$1,855	\$1,925	F		
Widen Euclid Ave from Riverside Dr to Merrill Ave (east half) from 2 to 4 lanes	NA	NA	NA	R		
Spot Widen Francis Ave from Benson Ave to Campus Ave from 2 to 4 lanes	0.8	\$3,225	\$4,497	F		
Widen a bridge on Francis St over West Cucamonga Creek	0.0	\$217	\$225	F		
Widen a bridge on Francis St over Cucamonga Creek	0.0	\$1,806	\$1,875	F		
Widen Grove Ave from I-10 Frwy. to State St from 4 to 6 lanes, including W. Cuc. Creek Bridge	2.5	\$37,688	\$37,894	D		
Widen Grove Ave from State St. to Holt Blvd from 4 to 6 lanes	NA	NA	NA	R		
Widen Holt Blvd from Benson Ave to Vineyard Ave from 4 to 6 lanes	7.7	\$48,817	\$50,898	D		
Widen a bridge on Holt Blvd over West Cucamonga Creek	0.0	\$241	\$250	F		
Widen a bridge on Holt Blvd over Cucamonga Creek	0.0	\$2,692	\$2,794	F		
Widen Jurupa St from Turner Ave to Archibald Ave from 2 to 6 lanes	1.7	\$734	\$763	D		
Widen Mission Blvd from Cypress Ave to Milliken Ave from 4 to 6 lanes	14.5	\$13,600	\$16,322	D/F		
Widen a bridge on Mission Blvd over West Cucamonga Creek	0.0	\$674	\$700	F		
Widen a bridge on Mission Blvd over Cucamonga Creek	0.0	\$1,975	\$2,050	D		
Spot Widen Philadelphia St from Campus Ave to 750' e/o Grove Ave from 2 to 4	0.9	\$817	\$848	F		
Widen Philadelphia St from Vineyard Ave to Cucamonga Creek from 2 to 4 lanes, including Bridge over Cucamonga Creek	1.3	\$793	\$524	F		
Widen a bridge on Riverside Dr over Cucamonga Creek	0.0	\$1,052	\$1,094	F		
Widen Riverside Dr from Euclid Ave to Milliken (Hamner) Ave from 2 to 4 lanes	NA	NA	NA	R		
Widen a bridge on Sixth St over Cucamonga Creek	0.0	\$1,481	\$1,537	F		
Widen Airport Dr under the I-15 Freeway	0.0	\$2,895	\$3,005	F		
Spot Widen Francis St from Bon View Ave to Grove St from 2 to 4 lanes	NA	NA	NA	R		
Widen Archibald Ave from Riverside Ave to Edison Ave from 2 to 6 lanes	NA	NA	NA	R		
Widen Archibald Ave from Edison Ave to South City Limits from 2 to 6 lanes	NA	NA	NA	R		
Widen Bellegrave Ave from Haven Ave to Milliken Ave (Hamner Ave) from 2 to 4	NA	NA	NA	R		
Widen Campus Ave from Riverside Dr to Merrill Ave from 2 to 4 lanes	NA	NA	NA	R		
Widen Chino Ave from Euclid Ave to Milliken (Hamner) Ave from 2 to 4 lanes	NA	NA	NA	R		
Widen Edison Ave from Vineyard Ave to Mill Creek from 2 to 4 lanes	NA	NA	NA	R		
Widen Edison Ave from Walker Ave to Vineyard Ave from 2 to 8 lanes	NA	NA	NA	R		
Widen Edison Ave from Euclid Ave to Walker Ave from 2 to 8 lanes	NA	NA	NA	R		
Widen Edison Ave from Mill Creek to Milliken (Hamner) Ave from 2 to 8 lanes	NA	NA	NA	R		
Widen Eucalyptus Ave from Euclid Ave to Milliken (Hamner) Ave from 2 to 4 lanes	NA	NA	NA	R		
Widen Grove Ave from Riverside Dr to Merrill Ave from 2 to 4 lanes	NA	NA	NA	R		
Widen Haven Ave from Riverside Dr to Bellegrave Ave from 2 to 4 lanes	NA	NA	NA	R		
Widen Merrill Ave from Euclid Ave to Haven Ave from 2 to 4 and/or 0 to 4 lanes	NA	NA	NA	R		
Widen Mill Creek Ave from Riverside to Bellgrave from 0 to 4 and/or 2 to 4 lanes	NA	NA	NA	R		
Widen West 1/2 Milliken Ave (Hamner Ave) from Riverside Ave to Edison Ave from 2 to 8 lanes	NA	NA	NA	R		

Attachment: Nexus23_All_Arterial (10446 : 2023 Update of the Development Mitigation Nexus Study)

Widen West 1/2 Milliken Ave (Hamner Ave) from Edison Ave to S. City Limits from 2 to 6 lanes	NA	NA	NA	R		
Widen Hellman (Ontario) Ave from Riverside Dr to Merrill from 0 to 2/4 lanes	NA	NA	NA	R		
Widen Schaefer Ave from Euclid Ave to Haven Ave from 0 to 4 and/or 2 to 4 lanes	NA	NA	NA	R		
Widen Vineyard Ave from Riverside Dr to Merrill Ave from 0 to 6 lanes	NA	NA	NA	R		
Widen Vineyard Ave from 4th St to I-10 from 4 to 6 lanes	NA	NA	NA	R		
Widen Walker Ave from Riverside to Merrill from 2 to 4 lanes	NA	NA	NA	R		
Ontario Total	55.2	\$233,462	\$232,070			

*C = Completed, D = In Development, F = Future, R = Removed

**Did not provide input.

Attachment 1

Arterial Projects

(\$ in thousands)

RANCHO CUCAMONGA

Arterial Description	Lane-Miles	2021 Cost Estimate**	2023 Cost Estimate***	Status (C, D, F, or R)*	If C, year of completion	2023 Notes
Widen 6th St from Hyssop Dr to 2500' e/o Hyssop Dr from 0 to 2 lanes	0.95	\$841	\$2,756	C	2010	Missing info, SBCT/ used average year f escalation; Research needed to find Year Completion and Fin: Project Cost
Widen Arrow Route from south side 500 ft east of I-15 to 1300 ft east from 2	0.49	\$1,370	\$1,967	F		
Widen Arrow Route from Grove St to Baker St from 2 to 4 lanes	1.04	\$1,619	\$2,372	F		
Widen Banyan St from East Ave to Wardman/Bullock (new alignment)	1.89	\$9,804	\$18,111	C	2007	
Widen Banyan St from Etiwanda to East Ave, north side only	N/A	\$1,232	\$2,332	C	2013	
Widen Baseline Rd from Etiwanda Av to I-15 from 3 lanes to 4 lanes	0.62	\$1,254	\$1,731	F		
Widen Cherry Ave From S. City Limits to Wilson Ave from 1 to 2 lanes	0.53	\$1,434	\$2,098	F		
Widen Church Ave from Archibald to Haven from 2 to 4 lanes	1.83	\$1,534	\$2,247	F		
Widen East Ave from I-15 to Victoria Ave from 2 to 4 lanes	0.75	\$994	\$1,437	F		
Widen East Ave from Wilson to North Rim Way (new) 0 lanes to 2	1.00	\$547	\$771	F		
Widen East Ave from Fire Station to Wilson Ave from 2 to 4 lanes	0.38	\$1,581	\$2,281	F		
Widen Etiwanda Ave from existing terminus to North Rim Wy (new) 0 to 2 lanes	1.00	\$658	\$925	F		
Widen Etiwanda Ave from Banyan to Wilson	N/A	\$1,168	\$1,636	F		
Widen Etiwanda Ave from 6th to Arrow Route from 2 to 4 lanes	1.76	\$5,206	\$7,265	F		
Widen Etiwanda Ave from Miller to 850' n/o Miller, east side only	N/A	\$356	\$497	F		
Widen Foothill Bl from Vineyard to Archibald Av from 4 to 6 lanes	2.00	\$1,519	\$5,519	F		incorrect estimates entered for 2019 & 2021
Widen Foothill Blvd from Archibald to Hermosa from 4 to 6 lanes	1.00	\$2,472	\$3,450	F		
Widen Grove Ave from 8th To Tapia Via (east side) from 1 to 2 lanes	0.67	\$1,350	\$1,891	F		
Widen Grove Ave from San Bernardino Rd to Foothill Blvd (east side) from 1	0.12	\$829	\$1,164	F		
Widen Haven from Baseline to I-210 (west side) from 2 to 3 lanes	0.95	\$15,545	\$28,571	C	2006	
Widen Miller Rd from Etiwanda Ave to East Ave from 2 to 4 lanes	1.00	\$3,062	\$4,272	F		
Widen Milliken Ave from 5th St to 700' south (west side)	N/A	\$383	\$1,262	C	2010	Missing info, SBCT/ used average year f escalation; Research needed to find Year Completion and Fin: Project Cost
Widen Victoria Ave from EHS to I-15	N/A	\$369	\$554	C	2015	
Widen Wilson Ave from East Ave to Wardman/Bullock from 0 to 4 lanes	3.00	\$7,572	\$10,567	F		
Widen Wilson Ave from Milliken to west of Day Creek Blvd from 0 to 4 lanes	4.67	\$8,578	\$12,018	F		
Widen Wilson Ave from Etiwanda Ave to East Ave from 0 to 2 lanes	1.00	\$708	\$995	F		
Widen 6th St at Cucamonga Creek Channel (50% RC, 50% Ontario) from 2 to	0.20	\$2,587	\$3,610	F		
Widen 9th St at Cucamonga Creek Channel	N/A	\$1,222	\$1,712	F		
Widen Arrow Route at Etiwanda Ditch from 2 to 4 lanes	0.20	\$1,196	\$1,680	F		
Construct new bridge at Banyan Street and the Etiwanda Creek Channel	0.20	\$1,371	\$2,533	C	2007	
Widen Hellman at Cucamonga Creek Channel (50%RC, 50% Ontario)	N/A	\$7,797	\$10,925	F		
Construct new bridge at Wilson Ave and Etiwanda Creek Channel 4 lanes	0.40	\$2,606	\$8,577	C	2010	Missing info, SBCT/ used average year f escalation; Research needed to find Year Completion and Fin: Project Cost
Construct new bridge at Wilson and Day Creek Channel 4 lanes	0.40	\$1,554	\$2,168	F		
Intersection Improvements at Foothill and Archibald	N/A	\$8,554	\$12,759	F		
Construct Signal Interconnect and Provide Signal Coordination on Nexus Study Arterials	N/A	\$9,091	\$13,560	D		Phase 1 complete, project cost (design con) \$1,750,000; Phase 2 currently in design and construction expect to start Fall 2024
Construct a Traffic Signal at the Intersection of Spruce and Red Oak	N/A	\$442	\$617	F		
Construct a Traffic Signal at the Intersection of Ridgeline and Wilson	N/A	\$442	\$617	F		
Construct a Traffic Signal at the Intersection of Day Creek and Wilson	N/A	\$442	\$872	C	2008	
Construct a Traffic Signal at the Intersection of Spruce and Elm	N/A	\$442	\$1,038	C	2010	Missing info, SBCT/ staff used average y and same cost as others; Research needed to find Year Completion and Fin: Project Cost

Attachment: Nexus23_All_Arterial (10446 : 2023 Update of the Development Mitigation Nexus Study)

Construct a Traffic Signal at the Intersection of Hermosa and Church	N/A	\$442	\$926	C	2011	
Construct a Traffic Signal at the Intersection of Spruce and Mountainview	N/A	\$442	\$617	F		
Construct a Traffic Signal at the Intersection of Terra Vista and Town Center	N/A	\$442	\$617	F		
Construct a Traffic Signal at the Intersection of Church and Elm	N/A	\$442	\$872	C	2008	
Construct a Traffic Signal at the Intersection of Church and Mayten	N/A	\$442	\$745	C	2014	
Construct a Traffic Signal at the Intersection of Church and Ramona	N/A	\$442	\$617	F		
Construct a Traffic Signal at the Intersection of Church and Terra Vista	N/A	\$442	\$959	C	2012	
Construct a Traffic Signal at the Intersection of Civic Center and Red Oak	N/A	\$442	\$617	F		
Construct a Traffic Signal at the Intersection of Rochester and Jersey	N/A	\$442	\$481	C	2018	
Construct a Traffic Signal at the Intersection of Terra Vista and Spruce	N/A	\$442	\$617	F		
Construct a Traffic Signal at the Intersection of 4th and Richmond	N/A	\$442	\$812	C	2006	
Construct a Traffic Signal at the Intersection of 4th and Utica	N/A	\$442	\$812	C	2006	
Construct a Traffic Signal at the Intersection of 6th and Hellman	N/A	\$442	\$617	F		
Construct a Traffic Signal at the Intersection of 6th and Utica	N/A	\$442	\$539	C	2017	
Construct a Traffic Signal at the Intersection of 6th and Santa Anita	N/A	\$442	\$617	F		
Construct a Traffic Signal at the Intersection of 6th and Rochester	N/A	\$442	\$481	C	2018	
Construct a Traffic Signal at the Intersection of 6th and Pittsburgh	N/A	\$442	\$617	F		
Construct a Traffic Signal at the Intersection of 6th and Etiwanda	N/A	\$442	\$617	F		
Construct a Traffic Signal at the Intersection of 6th and Cleveland	N/A	\$442	\$1,038	C	2010	Missing info, SBCT/ staff used average y and same cost as others; Research needed to find Year Completion and Fin: Project Cost
Construct a Traffic Signal at the Intersection of 6th and Buffalo	N/A	\$442	\$872	C	2008	
Construct a Traffic Signal at the Intersection of Archibald and Banyan	N/A	\$442	\$817	C	2007	
Construct a Traffic Signal at the Intersection of Archibald and San Bernardino	N/A	\$442	\$872	C	2008	
Construct a Traffic Signal at the Intersection of Archibald and Victoria	N/A	\$442	\$617	F		
Construct a Traffic Signal at the Intersection of Archibald and Wilson	N/A	\$442	\$617	F		
Construct a Traffic Signal at the Intersection of Arrow and Center	N/A	\$442	\$817	C	2007	Missing info, SBCT/ staff guessed final p cost for escalation.
Construct a Traffic Signal at the Intersection of Banyan and Rochester	N/A	\$442	\$617	F		
Construct a Traffic Signal at the Intersection of Banyan and Wardman Bullock	N/A	\$442	\$817	C	2007	
Construct a Traffic Signal at the Intersection of Base Line and Shelby	N/A	\$442	\$1,038	C	2010	Missing info, SBCT/ staff used average y and same cost as others; Research needed to find Year Completion and Fin: Project Cost
Construct a Traffic Signal at the Intersection of Base Line and San Carmela	N/A	\$442	\$543	C	2016	
Construct a Traffic Signal at the Intersection of Camelian and Banyan	N/A	\$442	\$539	C	2017	
Construct a Traffic Signal at the Intersection of Camelian and Wilson	N/A	\$442	\$817	C	2007	
Construct a Traffic Signal at the Intersection of Cherry and Youngs Canyon	N/A	\$442	\$617	F		
Construct a Traffic Signal at the Intersection of East and Miller	N/A	\$442	\$481	C	2018	
Construct a Traffic Signal at the Intersection of East and Highland	N/A	\$442	\$617	F		
Construct a Traffic Signal at the Intersection of Etiwanda and Whittram	N/A	\$442	\$663	C	2015	
Construct a Traffic Signal at the Intersection of Etiwanda and Garcia	N/A	\$442	\$959	C	2012	
Construct a Traffic Signal at the Intersection of Foothill and Malachite	N/A	\$442	\$617	F		
Construct a Traffic Signal at the Intersection of Foothill and East	N/A	\$442	\$1,038	C	2010	
Construct a Traffic Signal at the Intersection of Foothill and Cornwall	N/A	\$442	\$817	C	2007	
Construct a Traffic Signal at the Intersection of Haven and Trademark	N/A	\$442	\$872	C	2008	
Construct a Traffic Signal at the Intersection of Haven and Wilson	N/A	\$442	\$872	C	2008	
Construct a Traffic Signal at the Intersection of Haven and Valencia	N/A	\$442	\$837	C	2013	
Construct a Traffic Signal at the Intersection of Hellmen and 8th	N/A	\$442	\$507	C	2019	
Construct a Traffic Signal at the Intersection of Miliken and Wilson	N/A	\$442	\$617	F		
Construct a Traffic Signal at the Intersection of Milliken and 5th	N/A	\$442	\$481	C	2018	
Construct a Traffic Signal at the Intersection of Wilson and Wardman Bullock	N/A	\$442	\$817	C	2007	
Construct a Traffic Signal at the Intersection of Wilson and Etiwanda	N/A	\$442	\$617	F		
Construct a Traffic Signal at the Intersection of Wilson and East	N/A	\$442	\$617	F		
Construct a Traffic Signal at the Intersection of Wison and San Sevaive	N/A	\$442	\$872	C	2008	
Construct a Traffic Signal at the Intersection of Day Creek and Madrigal	N/A	\$442	\$841	C	2005	
Rancho Cucamonga Total	28.0	\$131,831	\$215,315			

*C = Completed, D = In Development, F = Future, R = Removed

**Completed project cost represents cost at completion in year of completion dollars

***Missing information estimated by SBCTA staff.

Attachment 1 Arterial Projects (\\$ in thousands)

REDLANDS

Arterial Description	Lane-Miles	2021 Cost Estimate	2023 Cost Estimate	Status (C, D, F, or R)*	If C, year of completion	2023 Notes
Widen Alabama St from N. City Limits to Palmetto from 2 to 4 lanes	4.91	\$14,966	NA	R		
Widen California St from Redlands Blvd to I-10 from 5 to 6 lanes	1.41	\$1,091	\$1,500	F		
Widen California St from Lugonia Ave to San Bernardino Ave from 2 to 6 lanes	3.00	\$1,637	NA	R		
Widen Citrus Ave from Auburn Ct to Wabash Ave from 2 to 4 lanes	1.59	\$1,091	NA	R		
Widen Citrus Ave from Dearborn St to Wabash Ave from 2 to 4 lanes	1.99	\$1,663	\$1,500	F		
Widen Cypress Ave from I-10 to Citrus Av from 2 lanes to 4 lanes	0.49	\$871	\$1,500	F		
Widen Ford St from 5th Ave to I-10 from 2 lanes to 4 lanes	2.18	\$2,807	NA	R		
Widen Live Oak Cyn Rd from San Timoteo Cyn Rd to E. City Limits from 2 to 4 lanes	14.00	\$8,189	NA	R		
Widen Lugonia Ave from Orange St to Wabash Ave from 2 to 4 lanes	10.00	\$12,307	NA	R		
Widen Lugonia Ave from Tennessee St to Orange St from 2 to 4 lanes	3.83	\$4,714	NA	R		
Widen Mountain View Ave from Lugonia to San Bernardino from 1 to 2 lanes (east	1.04	\$704	NA	R		
Widen Orange St from I-10 to Lugoina Ave from 2 to 4 lanes	2.23	\$4,037	NA	R		
Widen Orange St from Pioneer Ave to N. City Limits from 2 to 4 lanes	5.06	\$12,747	NA	R		
Widen Orange St from Lugonia Ave to San Bernardino Ave from 2 to 4 lanes	2.00	\$1,778	NA	R		
Widen Orange St from San Bernardino Ave to Pioneer Ave from 2 to 4 lanes	1.00	\$1,637	NA	R		
Widen Redlands Blvd from W. City Limits to Alabama St from 4 to 6 lanes	6.06	\$3,554	NA	R		
Widen Redlands Blvd at intersections of Alabama St and Colton Ave	3.28	\$6,001	\$8,656	C	2016	Total Cost \$7,049,162.84
Widen San Bernardino Ave from SR-210 to Orange St from 2 to 4 lanes	4.14	\$2,690	\$3,000	F		
Widen San Bernardino Ave from Church St to Wabash Ave from 2 to 4 lanes	8.00	\$3,743	NA	R		
Widen Wabash Ave from I-10 to 5th Ave from 0/2 to 4 lanes	4.15	\$6,018	\$6,600	F		
Construct a Traffic Signal at the Intersection of Pioneer Ave and Orange St	NA	\$464	\$367	C	2019	Project total \$320,271.85. Funded by HSIP Cycle 6 Grant
Construct a Traffic Signal at the Intersection of Wabash Ave and 5th Ave	NA	\$464	\$885	F		
Construct a Traffic Signal at the Intersection of Wabash Ave and I-10	NA	\$464	\$870	F		
Construct a Traffic Signal at the Intersection of Ford St and I-10	NA	\$464	\$870	F		
Construct a Traffic Signal at the Intersection of Dearborn St and Citrus Ave	NA	\$464	\$800	F		
Construct a Traffic Signal at the Intersection of Ford St and I-10 WB	NA	\$464	\$870	F		
Construct a Traffic Signal at the Intersection of Sixth St and I-10 EB on-ramp	NA	\$464	NA	R	2018	Completed entirely by Develop
Construct a Traffic Signal at the Intersection of Sixth St and I-10 WB off-ramp	NA	\$464	\$870	F		
Construct a Traffic Signal at the Intersection of Wabash Ave and Citrus Ave	NA	\$464	\$870	F		
Widen SR-38 from W. City Limits to E. City Limits from 2 to 4 lanes	NA	\$0	NA	R		
Construct a Traffic Signal at the Intersection of University St and Colton Ave	NA	\$350	\$870	D		
Construct a Traffic Signal at the Intersection of Cypress Ave and Cajon St	NA		\$870	F		
Construct a Traffic Signal at the Intersection of San Bernardino Ave and Church St	NA		\$870	F		
Redlands Total	80.4	\$96,769	\$30,028			

*C = Completed, D = In Development, F = Future, R = Removed

Attachment: Nexus23_All_Arterial (10446 : 2023 Update of the Development Mitigation Nexus Study)

Attachment 1

Arterial Projects

(\$ in thousands)

RIALTO

Arterial Description	Lane-Miles	2021 Cost Estimate	2023 Cost Estimate	Status (C, D, F, or R)*	If C, year of completion**	2023 Notes
Widen Alder Ave from Baseline Rd to Renaissance Pkwy from 2 to 4 lanes	1.80	\$8,348	\$9,022	C	2020	
Widen Ayala Dr from Baseline Rd to Renaissance Pkwy from 2 to 4 lanes	1.80	\$6,937	\$7,554	C	2018	
Widen Renaissance Parkway/Easton from west City Limits to east of Ayala/Cactus	5.50	\$4,329	\$5,283	C	2017	
Widen Baseline Rd from West City Limits to Cactus Av/Ayala Rd from 3 to 4 lanes	1.00	\$1,743	\$1,743	C	2022	
Widen Baseline Rd from Linden to Cactus Av/Ayala Rd from 3 to 4 lanes	1.00	\$1,617	\$3,509	C	2012	
Widen Casmalia Ave from Alder to Locust from 2 to 4 lanes	1.00	\$1,424	\$1,424	C	2017	
Widen Casmalia Ave from West City Limits to Alder from 2 to 4 lanes	1.00	\$3,037	\$5,122	C	2014	
Widen Casmalia Ave from Locust to Ayala Dr from 2 to 4 lanes	1.00	\$3,037	\$3,274	C	2023	
Widen Foothill Blvd from West to East City Limits from 4 to 6 lanes	6.00	\$2,865	\$2,865	F		
Construct Linden Ave from Baseline to Miro Way to 4 lanes	0.25	\$400	\$488	C	2017	
Construct Linden Ave from Baseline to Renaissance Pkwy to 4 lanes	2.55	\$3,735	\$4,558	C	2017	
Construct Locust Ave from Baseline to North Walnut to 4 lanes	1.30	\$2,000	\$2,441	C	2017	
Construct Locust Ave from North Walnut to Renaissance Pkwy to 4 lanes	2.20	\$3,948	\$4,818	C	2017	
Widen Merrill Ave from West City Limits to Linden Ave from 2 to 4 lanes	3.00	\$3,236	\$3,236	F		
Construct Pepper Ave from N. Terminus to Highland Ave to 4 lanes	2.60	\$14,882	\$25,098	C	2014	
Widen Pepper Ave from Baseline Rd to 400 ft S. of Foothill Blvd. from 3 to 4 lanes	0.50	\$1,421	\$1,734	C	2017	
Widen Randall Ave from West City limits to Cactus from 2 to 4 lanes	2.50	\$4,356	\$4,902	C	2021	Completed City CIP
Widen Randall Ave from Cactus to Willow from 2 to 4 lanes	1.00	\$17,643	\$0	F		
Widen Randall Ave from Willow to Riverside Avenue from 2 to 4 lanes	0.50	\$5,221	\$745	C	2021	Completed City CIP
Widen Riverside Ave from Sierra Ave to Locust Ave from 3 to 6 lanes	5.70	\$1,233	\$17,643	F		
Widen Riverside Ave from Locust Ave to Ayala Dr from 3 to 4 lanes	1.30	\$3,510	\$2,402	F		
Widen Riverside Ave from Gateway Plaza to San Bernardino Ave from 4 to 6 lanes	0.72	\$697	\$1,505	C	2017	
Widen San Bernardino from Lilac Ave to East City Limits from 2 to 4 lanes	1.50	\$649	\$4,283	C	2017	
Construct a Traffic Signal at the Intersection of Baseline and Tamarind with	N/A	\$235	\$697	F		
Construct a Traffic Signal at the Intersection of Riverside and Linden with intersection	N/A	\$184	\$792	C	2017	
Construct a Traffic Signal at the Intersection of Riverside and Locust	N/A	\$0	\$553	C	2009	
Construct a Traffic Signal at the Intersection of Sycamore and Merrill	N/A	\$405	\$184	C	2011	
Construct a Traffic Signal at the Intersection of Sycamore and Randall with	N/A	\$0	\$0	F		
Construct a Traffic Signal at the Intersection of Valley and Lilac	N/A	\$0	\$748	C	2007	
Construct a Traffic Signal at the Intersection of Acacia and Rialto with intersection	N/A	\$0	NA	R		
Construct a Traffic Signal at the Intersection of Lilac and Rialto with intersection	N/A	\$392	NA	R		
Construct a Traffic Signal at the Intersection of Maple and Rialto with intersection	N/A	\$392	NA	R		
Construct a Traffic Signal at the Intersection of Cactus and Walnut	N/A	\$392	\$725	C	2007	
Construct a Traffic Signal at the Intersection of Cactus and Randall	N/A	\$392	\$725	C	2007	
Construct a Traffic Signal at the Intersection of Merril and Willow	N/A	\$304	\$725	C	2007	
Construct a Traffic Signal at the Intersection of Riverside and Alder	N/A	\$0	\$725	C	2007	
Construct a Traffic Signal at the Intersection of Valley and Cactus	N/A	\$392	\$659	C	2012	
Construct a Traffic Signal at the Intersection of Pepper and Etiwanda with	N/A	\$697	NA	R		
Construct a Traffic Signal at the Intersection of Willow and Bloomington	N/A	\$0	\$725	C	2007	
Construct a Traffic Signal at the Intersection of Baseline and Fitzgerald with	N/A	\$0	\$752	F		
Construct a Traffic Signal at the Intersection of Baseline and Maple with Intersection	N/A	\$0	NA	R		
Construct a Traffic Signal at the Intersection of Baseline and Locust with Intersection	N/A	\$450	NA	R		
Construct a Traffic Signal at the Intersection of Baseline and Laurel with Intersection	N/A	\$0	NA	R		
Construct a Traffic Signal at the Intersection of Baseline and Alder with Intersection	N/A	\$600	\$490	C	2018	
Construct a Traffic Signal at the Intersection of Foothill and Larch with Intersection	N/A	\$697	NA	R		
Construct a Traffic Signal at the Intersection of Valley and Willow with Intersection	N/A	\$0	\$732	C	2017	
Construct a Traffic Signal at the Intersection of Valley and Spruce with Intersection	N/A	\$0	\$697	C	2022	
Construct a Traffic Signal at the Intersection of Lilac and Merrill with Intersection	N/A	\$0	NA	R		
Construct a Traffic Signal at the Intersection of Maple and Merrill with Intersection	N/A	\$697	NA	R		
Construct a Traffic Signal at the Intersection of Rialto and Eucalyptus with	N/A	\$0	NA	R		
Intersection Improvements						
Construct a Traffic Signal at the Intersection of Miro and Alder with Intersection	N/A	\$0	\$697	C	2023	
Construct a Traffic Signal at the Intersection of Miro and Ayala with Intersection	N/A	\$357	NA	R		
Construct a Traffic Signal Intersection of Highland Ave. and Pepper with Intersection	N/A	\$872	NA	R		Completed in 2018
Construct a Traffic Signal Intersection of Highland Ave. and Easton with Intersection	N/A	\$3,095	\$676	C	2013	
Traffic Signal Modifications and Intersection Improvements Foothill Blvd. Corridor	N/A	\$716	\$872	F		
Widen Cactus Av from Valley Bl to Foothill Bl from 3 to 4 lanes	0.20	\$2,131	\$774	C	2020	
Widen Valley Bl from Cactus Av to Spruce St from 3 to 4 lanes	0.50	\$0	\$2,303	C	2020	
Widen Rialto Ave from Riverside Ave to East City Limits from 2 to 4 lanes	N/A	\$15,456	NA	R		
Widen Riverside Ave from South City Limit to Slover Ave. from 4 lanes to 6 lanes.	5.00	\$0	\$15,456	F		
Intersection Improvements at Riverside Ave/Merril Ave/Bloomington Ave	N/A	\$0	NA	R		
Intersection Improvements at Riverside Ave and Valley Blvd	N/A	NA	NA	R		
Widen Locust Avenue between Riverside Avenue and Casmalia street from 2 lanes	8.50	\$0	\$18,000	D		New in 2023 - Added i
Rialto Total	59.9	\$125,128	\$162,356			

*C = Completed, D = In Development, F = Future, R = Remove

Attachment: Nexus23_All_Arterial (10446 : 2023 Update of the Development Mitigation Nexus Study)

Attachment 1
Arterial Projects
(\$ in thousands)

SAN BERNARDINO

Arterial Description	Lane-Miles	2021 Cost Estimate**	2023 Cost Estimate	Status (C, D, F, or R)*	If C, year of completion	2023 Notes
Widen 40th St from Acre Ln to Electric Ave from 2 to 4 lanes	1.0	\$5,421	\$5,992	D		
Widen 5th St from Warm Creek to Pedley from 2 to 4 lanes	2.0	\$6,448	\$7,127	D		
Widen 5th St from Sterling to Victoria from 2 to 6 lanes	6.0	\$967	\$1,069	F		
Widen Alabama St from 3rd St to City Limits from 2 to 4 lanes	1.0	\$3,224	\$3,564	F		
Widen Campus Pkwy (Pepper-Linden) from Kendall to I-215 from 0 to 4 lanes	1.3	\$9,672	\$10,691	F		
Widen Central Ave (Palm Meadows) from Tippecanoe Av to Mt View Ave from 2 to 4 lanes	3.7	\$5,428	\$17,727	C	2008	
Widen Colston Ave from Tippecanoe to Mt. View from 2 to 4 lanes	4.1	\$7,488	\$8,277	F		
Build a connector road between 3rd St and 5th St from 0 to 4 lanes	1.0	\$6,808	\$7,525	F		
Widen Del Rosa Ave from 6th St to 9th St from 2 to 4 lanes	1.6	\$2,754	\$10,889	C	2012	
Widen Electric Ave from Mt View Ave to Northpark Blvd from 2 to 4 lanes	4.3	\$6,808	\$7,525	F		
Widen "G" St from Mill St to Rialto Ave from 2 to 4 lanes	2.5	\$3,404	\$3,763	F		
Widen "H" St from Kendall Dr to 40th St from 2 to 4 lanes	0.8	\$2,145	\$2,371	D		
Widen Kendall Dr from Cambridge Ave to Pine Ave from 2 to 4 lanes	5.0	\$6,012	\$27,865	C	2009	
Widen Lena Rd from Mill to Orange Show from 0 to 4 lanes	3.5	\$13,615	\$15,049	F		
Widen Little League Dr from Palm Ave to I-215 Frontage Rd from 2 to 4 lanes	3.7	\$5,106	\$5,644	F		
Widen Little League Dr from I-215 Frontage Rd to Belmont Ave from 2 to 4 lanes	1.2	\$3,404	\$3,763	F		
Widen Little Mountain Rd from Devil Creek Channel to 48th St from 2 to 4 lanes	0.6	\$678	\$2,039	C	2013	
Widen Mill from Pepper to Meridian from 2 to 4 lanes	1.0	\$1,702	\$1,881	F		
Reconstruct Mt Vernon Bridge to 4 lanes (local match)	1.0	\$17,664	\$19,525	D		
Widen Mt View Ave from Thompson Pl to Electric Ave from 2 to 4 lanes	0.4	\$1,362	\$1,505	F		
Widen Mt View Ave Bridge At Mission Creek Channel	0.2	\$2,451	\$2,709	D		
Widen Mt View Ave from I-10 to San Bernardino Ave from 2 to 4 lanes	2.9	\$2,553	\$2,822	D		
Widen Mt View Ave from Riverview to Central from 0 to 2 lanes	0.7	\$14,705	\$16,254	D		
Widen Mt View Ave at railway crossing from 2 to 4 lanes, including gate	0.1	\$511	\$565	D		
Widen Palm Ave from Cajon Blvd to I-215 from 2 to 4 lanes	1.0	\$1,336	\$2,525	C	2015	
Widen Perris Hill Park Rd from 21st St to Pacific St from 2 to 4 lanes	1.8	\$2,723	\$3,010	F		
Widen Rancho from Colton City Limits to 5th St from 2 to 4 lanes	4.4	\$4,765	\$5,267	F		
Widen Rialto Ave from Lena Rd to Tippecanoe Ave from 2 to 4 lanes	1.9	\$3,404	\$3,763	F		
Widen Rialto Ave from Sierra Wy to Waterman Ave from 2 to 4 lanes	1.5	\$5,106	\$5,644	F		
Widen State Street from 16th St to BaselineStreet from 0 to 4 lanes	2.3		\$8,479	D		
Widen State Street from 16th St to Foothill Blvd from 0 to 4 lanes	6.7	\$48,400	\$53,499	F		
Widen State St from Foothill Blvd to I-215 from 2 to 4 lanes	6.7	\$17,019	\$18,812	F		
Widen Tippecanoe from Mill St to Harriman from 4 to 6 lanes	10.7	\$12,407	\$13,714	F		
Widen University Pkwy from Hallmark Pkwy to BNSF Grade Separation from 2 to 4 lanes	1.4	\$2,186	\$10,132	C	2009	
Widen Waterman Ave from 5th St to Base Line Rd from 4 to 6 lanes	5.4	\$12,254	\$13,545	F		
Widen Pine Ave from Kendall Dr to Belmont Ave from 2 to 4 lanes	NA	\$0	NA	R	1992	
San Bernardino Total	93.4	\$239,929	\$324,532			

*C = Completed, D = In Development, F = Future, R = Remove

**Did not provide input.

Attachment: Nexus23_All_Arterial (10446 : 2023 Update of the Development Mitigation Nexus Study)

Attachment 1

Arterial Projects

(\$ in thousands)

UPLAND

Arterial Description	Lane-Miles	2021 Cost Estimate**	2023 Cost Estimate	Status (C, D, F, or R)*	If C, year of completion	2023 Notes
Widen Arrow Hwy from County Line to Central Ave from 2 to 4 lanes	2.9	\$2,874	\$4,000	F		
Widen Arrow Hwy from San Antonio Ave to E. City Limit from 2 to 4 lanes	1.9	\$8,626	\$12,000	F		
Widen Central Ave from S. City Limits to Arrow Route from 4 to 6 lanes.	1.1	\$3,591	\$5,000	F		
Widen Central Ave from Foothill Blvd to Benson Av from 0 to 4 lanes	2.8	\$14,361	NA	R		Remove Proj.
Widen Foothill Blvd from County Line to Central Ave from 2 to 6 lanes (Completed)	2.7	\$5,900	\$9,536	C	2013	
Widen Foothill Blvd from Benson Ave to East City Limit from 4 to 6 lanes	12.7	\$18,678	\$20,000	F		In Design
Widen 19th St from E. City Limits to Campus Ave from 2 to 4 lanes (Completed)	2.5	\$2,873	NA	R	2005	Completed by Developer
Widen Campus Ave from 19th Street to 20th St fom 0 to 4 lanes (Completed)	1.2	\$1,767	\$3,302	C	2005	
Widen Campus Ave from 16th St to 18th St from 2 to 4 lanes (Completed)	2	\$1,064	\$1,702	C	2005	
Upland Total	29.8	\$59,734	\$55,540			

*C = Completed, D = In Development, F = Future, R = Remove

**Did not provide input.

Attachment: Nexus23_All_Arterial (10446 : 2023 Update of the Development Mitigation Nexus Study)

Attachment 1

Arterial Projects

(\$ in thousands)

VICTORVILLE

Arterial Description	Lane-	2021 Cost	2023 Cost	Status	If C, year of	2023 Notes
Widen Green Tree Blvd from Hesperia to Ridgecrest from 0 to 4 lanes (includes bridge over BNSF Railroad)	4.40	\$46,826	\$43,920	C	2023	Construction completed May 2023, developer share is \$16,377,403
Widen National Trails Hwy from I-15 to 0.1 mi. north of Air Expressway from 2 to 4 lanes	3.60	\$20,500	\$22,540	F		Escalated 9.9% from 2021 to 2023
Widen Nisqualli Rd from Balsam Rd to Hesperia Rd from 2 to 4 lanes	4.50	\$23,781	\$23,358	C	2009	
Widen Monte Vista (Aster Rd) from Palmdale Rd to Bear Valley Rd from 0 to 4 lanes	10.00	\$5,388	\$5,464	C/F	2006	Constructed from 0 to 2 lanes in 2006. Escalated 4.5% from
Widen Monte Vista (Aster Rd) from Olivine Rd to Sycamore (Del Rosa Rd) from 0 to 4 lanes (50% in sphere)	NA	\$0	NA	R		
Widen 7th Ave from Bear Valley Rd to Nisqualli Rd from 2 to 4 lanes	NA	\$0	NA	R		
Widen Amargosa Rd from Rancho Rd to Village Dr from 0 to 4 lanes (includes wash)	NA	\$0	NA	R		
Widen Amargosa Rd from s/o Air Base Rd to Power Line from 1 to 4 lanes	NA	\$0	NA	R		
Widen Amargosa Rd from 1780' n/o Village Dr to LADWP Power Line from 0 to 4 lanes	NA	\$0	NA	R		
Widen Amargosa Rd from 2050' s/o Air Base Dr to Power Line from 0 to 4 lanes	NA	\$0	NA	R		
Widen Amargosa Rd from Clovis Rd to Rancho Rd from 2 to 4 lanes	NA	\$0	NA	R		
Widen Amethyst Rd from n/o Hopland to Power Line from 0 to 4 lanes	NA	\$0	NA	R		
Widen Amethyst Rd from Rancho Rd to Hopland from 0 to 4 lanes	NA	\$0	NA	R		
Widen Amethyst Rd from Sycamore Rd to Eucalyptus Rd from 0 to 4 lanes	NA	\$0	NA	R		
Widen Baldy Mesa Rd from Palmdale to La Mesa Rd from 0 to 4 lanes (50% in sphere)	NA	\$0	NA	R		
Widen Baldy Mesa Rd from La Mesa Rd to Olivine Rd from 0 to 4 lanes	NA	\$0	NA	R		
Widen Bear Valley Rd from 1270' w/o Topaz Rd to Power Line from 4 to 6 lanes	NA	\$0	NA	R		
Widen Bear Valley Rd from 1920' e/o Topaz Rd to Power Line from 4 to 6 lanes	NA	\$0	NA	R		
Widen Bear Valley from US Hwy 395 to Monte Vista Rd from 2 lanes to 6 lanes	NA	\$0	NA	R		
Widen Bellflower Rd from Bear Valley Rd to .5 mi s/o Goodwin Dr from 0 to 4 lanes (includes wash crossing)	NA	\$0	NA	R		
Widen Civic Dr from Mojave Dr to Roy Rogers Dr from 0 to 4 lanes	NA	\$0	NA	R		
Widen El Evado Rd from 510' s/o Rancho Rd to Power Line from 2 to 4 lanes	NA	\$0	NA	R		
Widen El Evado Rd from Hopland to Air Expressway from 0 to 4 lanes (incl. wash crossing)	NA	\$0	NA	R		
Widen El Evado Rd from 1260' n/o Hook Bl to Power Line from 2 to 4 lanes	NA	\$0	NA	R		
Widen Eucalyptus St from Mesa View to Bellflower from 0 to 4 lanes (50% in Victorville)	NA	\$0	NA	R		
Widen Eucalyptus St from US-395 to Mesa View Dr from 0 to 4 lanes	NA	\$0	NA	R		
Widen Eucalyptus St from Mesa Linda Ave to US-395 from 0 to 4 lanes	NA	\$0	NA	R		
Widen Eucalyptus St from Amethyst Rd to 0.15 mi w/o Cobalt Rd from 0 to 4 lanes (includes wash crossing)	NA	\$0	NA	R		
Widen Eucalyptus St from Amargosa Rd to Amethyst Rd from 0 to 6 lanes	NA	\$0	NA	R		
Widen Hook Blvd from US-395 to Topaz Rd from 0 to 4 lanes	NA	\$0	NA	R		
Widen Hook Blvd from 1820' e/o US-395 to Power Line from 0 to 4 lanes	NA	\$0	NA	R		
Widen Hook Blvd from 1680' w/o Emerald Rd to Power Line from 0 to 4 lanes	NA	\$0	NA	R		
Widen Hopland St from w/o Amethyst Rd to At Power Line from 2 to 4 lanes	NA	\$0	NA	R		
Widen Hopland St from US-395 to Cobalt Rd from 0 to 4 lanes (50% in Victorville)	NA	\$0	NA	R		
Widen La Mesa Rd from White Rd to Baldy Mesa Rd from 0 to 4 lanes (50% in Victorville)	NA	\$0	NA	R		
Widen La Mesa Rd from Caughlin Rd to White Rd from 0 to 4 lanes	NA	\$0	NA	R		
Widen La Mesa Rd from 2010' e/o Topaz Rd to At Power Line from 0 to 4 lanes	NA	\$0	NA	R		
Widen La Mesa Rd from Baldy Mesa to Cantina Dr from 0 to 4 lanes	NA	\$0	NA	R		
Widen Mariposa Rd from Yates Rd to 0.20 mi s/o Palmdale Rd from 2 to 4 lanes	NA	\$0	NA	R		
Widen Mojave Dr from 1190' e/ US-395 to At Power Line from 4 to 6 lanes	NA	\$0	NA	R		
Widen Mojave Dr from 1000' e/o El Evado Rd to Power Line from 4 to 6 lanes	NA	\$0	NA	R		
Widen Mojave Dr from w/o Cobalt Rd to At Power Line from 4 to 6 lanes	NA	\$0	NA	R		
Widen National Trails Hwy from Mojave River to City Limit, 1st St from 2 to 4 lanes (50% in County)	NA	\$0	NA	R		
Widen National Trails Highway Bridge over Mojave River (replace existing)	NA	\$0	NA	R		
Widen Ottawa St from Hesperia Rd to 0.4 mil west from 2 to 4 lanes	NA	\$0	NA	R		
Widen Ottawa St from Mariposa Rd to Ottawa Pl from 0 to 4 lanes	NA	\$0	NA	R		
Widen Palmdale Rd from US 395 to I-15 from 4 to 6 lanes	NA	\$0	NA	R		
Widen Rancho from Amargosa to National Trails from 0 to 4 lanes (includes wash crossing)	NA	\$0	NA	R		
Widen Rancho Rd from Stoddard Wells Rd to National Trails Hwy from 0 to 4 lanes	NA	\$0	NA	R		
Widen Rancho Rd from Amethyst Rd to El Evado Rd from 0 to 4 lanes	NA	\$0	NA	R		
Widen Rancho Rd from Pacoima to Power Line from 0 to 4 lanes	NA	\$0	NA	R		
Widen Rancho Rd from 2025' e/o Gasline Rd to Power Line from 0 to 4 lanes	NA	\$0	NA	R		
Widen Rancho Rd from Cobalt Rd to Amethyst Rd from 0 to 4 lanes	NA	\$0	NA	R		
Widen Rancho Rd from w/o El Evado to Power Line from 0 to 4 lanes	NA	\$0	NA	R		
Widen Rancho Rd from w/o Village Dr to Power Line from 2 to 4 lanes	NA	\$0	NA	R		
Widen Seneca Rd from 2340' w/o El Evado Rd to Power Line from 3 to 4 lanes	NA	\$0	NA	R		
Widen Seneca Rd from Hesperia Rd to 0.2 m e/o Hesperia Rd from 0 to 4 lanes	NA	\$0	NA	R		

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Widen Seneca Rd from US-395 to Topaz from 0 to 4 lanes	NA	\$0	NA	R		
Widen Seneca Rd from 2360' e/o US-395 to Power Line from 0 to 4 lanes	NA	\$0	NA	R		
Widen Seneca Rd from 650' w/o Emerald Rd to Power Line from 0 to 4 lanes	NA	\$0	NA	R		
Widen Seneca Rd from Topaz Rd to Amethyst Rd from 0 to 4 lanes (Victorville portion)	NA	\$0	NA	R		
Widen Seneca Rd from .4 m e/o Hesperia Rd to Road B from 0 to 4 lanes	NA	\$0	NA	R		
Widen Smoketree Rd from Topaz Rd to Amargosa Rd from 0 to 6 lanes	NA	\$0	NA	R		
Widen Stoddard Wells from Dante St to Osborne Rd, 0.56 mi. s/o I-15, from 2 to 4 lanes	NA	\$0	NA	R		
Widen Third Ave from 575' s/o Nisqualli Rd to Silica Dr from 0 to 4 lanes	NA	\$0	NA	R		
Widen Third Ave from Nisqualli Rd to Green Tree Blvd from 2 to 4 lanes	NA	\$0	NA	R		
Widen Third Ave from 1300' n/o Bear Valley Rd to Bear Valley Rd from 0 to 4 lanes	NA	\$0	NA	R		
Widen Topaz Rd from 360' n/o Seneca Rd to Power Line from 0 to 4 lanes	NA	\$0	NA	R		
Widen Topaz Rd from Hopland Rd to Seneca Road from 0 to 4 lanes	NA	\$0	NA	R		
Widen Topaz Rd from Seneca Rd to Palmdale Rd 0 to 4 lanes (Victorville)	NA	\$0	NA	R		
Widen Topaz Rd from Eucalyptus Rd to Smoketree Rd from 0 to 4 lanes	NA	\$0	NA	R		
Widen US 395 from Aqueduct to Mojave Dr from 2 to 6 lanes	NA	\$0	NA	R		
Widen US 395 at Aqueduct from 4 to 6 lanes	NA	\$0	NA	R		
Bear Valley Rd. from Industrial Blvd. to 555 ft. east of Ridgecrest Rd	0.45		\$10,409	C	2023	Construction completed
Victorville Total	23.0	\$96,495	\$105,691			

*C = Completed, D = In Development, F = Future, R = Remove

Attachment 1

Arterial Projects

(\$ in thousands)

YUCAIPA

Arterial Description	Lane-Miles	2021 Cost Estimate	2023 Cost Estimate	Status (C, D, F, or R)*	If C, year of completion	2023 Notes
Widen 14th St from Yucaipa Blvd to Oak Glen Rd from 2 to 4 lanes	1.11	\$7,057	\$8,087	F		
Widen 5th St from Oak Glen Rd to Yucaipa Bl from 2 to 4 lanes	0.81	\$3,238	\$3,711	C	2022	
Widen 5th St from Yucaipa Bl to County Line Rd from 2 to 4 lanes	2.07	\$7,032	\$8,059	F		
Widen Ave E from 14th St to Bryant St from 2 lanes to 4 lanes	3.33	\$23,532	\$26,968	F		
Widen Bryant St from North City Limit to County Line Rd from 2 to 4 lanes	5.56	\$13,968	\$16,008	F		
Widen California St from Yucaipa Blvd to County Line Rd from 2 to 4 lanes	2.17	\$3,946	\$4,522	F		
Widen Calimesa Bl from Oak Glen Rd to County Line Rd from 2 to 4 lanes	2.26	\$4,192	\$4,804	F		
Widen County Line Rd from I-10 to Calimesa Blvd from 2 to 4 lanes	0.19	\$610	\$699	F		
Widen County Line Rd from Calimesa Blvd to Bryant St from 2 to 4 lanes	1.60	\$2,419	\$5,152	C	2013	
Widen Live Oak Canyon Rd from Outer Hwy 10 South to I-10 from 2 to 4 lanes	0.18	\$2,739	\$3,139	D		
Widen Oak Glen Rd from Colorado St to Bryant St from 2 to 4 lanes	3.89	\$17,367	\$39,248	C	2008	
Widen Oak Glen Rd from Bryant St to Casa Blanca Ave from 2 to 4 lanes	1.21	\$1,772	\$2,030	F		
Widen Wildwood Cyn Rd from Colorado St to Holmes from 2 to 4 lanes	2.23	\$19,446	\$22,285	F		
Widen Wildwood Cyn Rd from Calimesa Bl to Colorado St from 2 to 4 lanes	1.00	\$2,767	\$3,171	F		
Widen Yucaipa Bl from I-10 to 15th St from 4 to 6 lanes	1.30	\$17,668	\$20,248	F		
Widen Yucaipa Bl from 15th St. to Bryant St. from 4 to 6 lanes	3.68	\$26,220	\$56,870	C	2013	
Calimesa Blvd (5024) - Wildwood Interchange	\$1	NA	\$12,000	F/D		Added project
Avenue E Intersections (5096)	\$1	NA	\$7,500	D		Added project
Yucaipa Blvd, 15th St to 1-10 Fwy (5107)	2.80	NA	\$1,900	D		Added project
County Line Road, Bryant Street to Calimesa Blvd. (5174)	2.40	NA	\$1,400	F/D		Added project
Yucaipa Total	32.6	\$153,974	\$247,801			

*C = Completed, D = In Development, F = Future, R = Remove

Attachment 1 Arterial Projects

(\$ in thousands)

APPLE VALLEY SPHERE

Arterial Description	Lane-Miles	2021 Cost Estimate	2023 Cost Estimate	Status (C, D, F, or R)*	If C, year of completion	2023 Notes
Widen Rock Springs Rd from 0.25 miles e/o Glendale Ave to Kiowa Rd from 2 lanes to 4 lanes	3.72	\$10,350	\$10,350	D		
Install traffic signal on Bear Valley Cutoff @ SR-18	N/A	\$601	\$601	F		
Widen Rock Springs Rd from .25M e/o Glendale Ave to Mojave River Crl from 2 lanes to 4 lanes	0.00	\$0	\$27,352	D		
Apple Valley Sphere Total	3.72	\$10,951	\$38,303			

*C = Completed, D = In Development, F = Future, R = Remove

Attachment: Nexus23_All_Arterial (10446 : 2023 Update of the Development Mitigation Nexus Study)

Attachment 1
Arterial Projects
(\$ in thousands)

CHINO SPHERE

Arterial Description	Lane-Miles	2021 Cost Estimate	2023 Cost Estimate	Status (C, D, F, or R)*	If C, year of completion	2023 Notes
Widen East End Ave from Chino Ave to Walnut Ave from 2 to 4 lanes	1.90	\$3,663	\$3,663	F		
Widen East End Ave from .13 m s/o Philadelphia Ave to Phillips Blvd from 2 to 4 lanes	1.74	\$2,067	\$2,067	F		
Widen Francis Ave from .11 m w/o East End to .13 m e/o Telephone Ave from 2 to 4 lanes	3.92	\$4,503	\$4,503	F		
Widen Philadelphia Ave from Los Angeles County Line to East End Ave from 2 to 4 lanes	0.44	\$753	\$753	F		
Widen Philadelphia Ave from East End Ave to e/o Norton Ave from 2 to 4 lanes	1.52	\$1,106	\$1,106	F		
Widen Philadelphia Ave from Ramona Ave to .13 m w/o Monte Vista Rd from 2 to 4 lanes	0.68	\$756	\$756	F		
Widen Phillips Blvd from Yorba Ave to Benson Ave from 2 to 4 lanes	2.54	\$3,831	\$3,831	F		
Widen Pipe Line Ave from Chino Ave to Riverside Dr from 2 to 4 lanes	1.00	\$1,100	\$1,100	F		
Widen Pipe Line Ave from Riverside Dr to .28 m s/o Walnut Ave from 2 to 4 lanes	0.40	\$1,039	\$1,039	F		
Widen Pipe Line Ave from .04m s/o Philadelphia Ave to Phillips Blvd from 2 to 4 lanes	1.94	\$3,293	\$3,293	F		
Widen Ramona Ave from Philadelphia to Phillips Blvd from 2 to 4 lanes	1.78	\$2,788	\$2,788	F		
Widen Walnut Ave from .10 m w/o Roswell Ave to Roswell Ave from 2 to 4 lanes	0.20	\$347	\$347	F		
Install traffic sigal on Francis Ave @ East End Ave	N/A	\$598	\$598	F		
Install traffic sigal on Francis Ave @ Pipe Line Ave	N/A	\$598	\$598	F		
Install traffic sigal on Philadelphia Ave @ East End Ave	N/A	\$449	\$449	F		
Install traffic sigal on Philips Blvd @ East End Ave	N/A	\$598	\$598	F		
Install traffic sigal on Philips Blvd @ Pipe Line Ave	N/A	\$299	\$299	F		
Install traffic sigal on Philips Blvd @ Ramona Ave	N/A	\$750	\$750	F		
Install traffic sigal on Walnut Ave @ East End Ave	N/A	\$299	\$299	F		
Install traffic sigal on Philadelphia Ave @ Pipe Line Ave	N/A	\$0	\$0	R		
Chino Sphere Total	18.06	\$28,837	\$28,837			

*C = Completed, D = In Development, F = Future, R = Remove

Attachment: Nexus23_All_Arterial (10446 : 2023 Update of the Development Mitigation Nexus Study)

Attachment 1 Arterial Projects (\\$ in thousands)

COLTON SPHERE

Arterial Description	Lane-Miles	2021 Cost Estimate	2023 Cost Estimate	Status (C, D, F, or R)*	If C, year of completion	2023 Notes
Widen Agua Mansa Rd from .80M W, Rancho Ave E .73M From 2 to 4 lanes	1.46	\$723	\$723	F		
Widen C Street from .07M W, Jackson E/.07M E, Tejon Ave from 2 to 4 lanes	1.00	\$1,710	\$1,710	F		
Widen Olive Street from .07M W, Jackson E/.03M W, Rancho Ave from 2 to 4 lanes	1.02	\$1,613	\$1,613	F		
Widen Reche Cnyn Rd from 1.2m s/o Barton Rd to .78m North from 2 to 4 lanes	1.56	\$2,388	\$2,388	D		
Widen Reche Cnyn Rd from .67M n/w Riv Cnty Line to Colton CL from 2 to 4 lanes	0.52	\$518	\$518	F		
Colton Sphere Total	5.56	\$6,952	\$6,952			

*C = Completed, D = In Development, F = Future, R = Remove

Attachment: Nexus23_All_Arterial (10446 : 2023 Update of the Development Mitigation Nexus Study)

Attachment 1
Arterial Projects
(\$ in thousands)

DEVORE/GLEN HELEN SPHERE

Arterial Description	Lane-Miles	2021 Cost Estimate	2023 Cost Estimate	Status (C, D, F, or R)*	If C, year of completion	2023 Notes
Widen Devore Rd from I-215 to Kenwood Dr from 2 to 4 lanes	1.78	\$3,513	\$3,513	F		
Widen Devore Rd from Kenwood Dr to Foothill Dr from 2 to 4 lanes	0.32	\$620	\$620	F		
Widen Glen Helen Pkwy from Lytle Creek to Nely/Cajon Blvd from 2 to 4 lanes	7.20	\$11,756	\$11,756	D		
Widen Glen Helen Rd from Glen Helen Pkwy to NW/END from 2 to 4 lanes	1.80	\$1,801	\$1,801	F		
Devore/Glen Helen Total	11.10	\$17,690	\$17,690			

*C = Completed, D = In Development, F = Future, R = Remove

Attachment: Nexus23_All_Arterial (10446 : 2023 Update of the Development Mitigation Nexus Study)

Attachment 1
Arterial Projects
(\$ in thousands)

FONTANA SPHERE

Arterial Description	Lane-Miles	2021 Cost Estimate	2023 Cost Estimate	Status (C, D, F, or R)*	If C, year of completion	2023 Notes
Widen Alder Ave from Taylor St to Valley Blvd from 2 lanes to 4	0.36	\$222	\$222	F		
Widen Alder Ave from Valley Blvd to San Bernardino Av from 2 lanes to 4	1.00	\$430	\$430	F		
Widen Arrow Route from Hickory Av E/Almeria Ave to Tokay Av from 2 to 4	6.28	\$8,519	\$8,519	D		
Widen Banana Ave from Jurupa Ave to Slover Ave from 2 to 4 lanes	2.00	\$1,652	\$1,652	F		
Widen Beech Ave from Valley to Randall Ave from 2 to 4 lanes	2.00	\$1,760	\$1,760	F		
Widen Beech Ave from Randall Ave to Arrow Route from 2 to 4 lanes	2.06	\$2,147	\$2,147	F		
Widen Beech Ave from Arrow Route to Foothill Blvd from 2 to 4 lanes	1.02	\$1,326	\$1,326	F		
Widen Calabash Ave from Whittram Ave to N/Foothill Blvd from 2 to 4 lanes	1.64	\$1,846	\$1,846	F		
Widen Cherry Ave Bridge from Merrill Ave to Whittram from 4 to 6 lanes	0.50	\$10,200	\$10,200	F		
Widen Fontana Ave from Valley Blvd to Lime Ave from 2 to 4 lanes	1.76	\$960	\$960	F		
Widen Live Oak Ave from Valley to Randall from 2 to 4 lanes	2.00	\$1,928	\$1,928	F		
Widen Live Oak Ave from Randall to Merrill Ave from 2 to 4 lanes	1.02	\$871	\$871	F		
Widen Live Oak Ave from Arrow Route to Foothill from 2 to 4 lanes	1.00	\$649	\$649	F		
Widen Merrill Ave from Cherry Ave to Catawba from 2 to 4 lanes	3.58	\$4,277	\$4,277	F		
Widen Mulberry Ave from Jurupa Ave to Slover Ave from 2 to 4 lanes	2.00	\$601	\$601	F		
Widen Mulberry Ave from Valley Blvd to San Bernardino Ave from 2 to 4 lanes	1.00	\$868	\$868	F		
Widen Randall Ave from Cherry Ave to Poplar Ave from 2 to 4 lanes	3.00	\$2,874	\$2,874	F		
Widen Randall Ave from Alder Ave to Locust Ave from 2 to 4 lanes	1.00	\$543	\$543	F		
Widen San Bernardino Ave from Alder Ave to Laurel Ave from 2 to 4 lanes	0.60	\$538	\$538	F		
Ph1: Widen San Bernardino Ave from Cherry Ave to Fontana City Limits from 2 to 4 lanes	NA	NA	NA	R		
Ph2: Widen San Bernardino Ave from Cherry Ave to Fontana City Limits from 2 to 4 lanes	NA	NA	NA	R		
Widen San Bernardino Ave from Cherry Ave to Fontana City Limits from 2 to 4 lanes	1.26	\$16,000	\$16,000	D		
Widen Santa Ana Ave from Mullberry Ave to Almond Ave from 2 to 4 lanes	1.56	\$3,737	\$3,737	F		
Widen Valley Blvd from 0.4 miles e/o Commerce Dr to Banana Ave from 5 to 6 lanes	0.91	\$557	\$557	F		
Widen Valley Blvd from Cherry Ave to Hemlock Ave from 5 to 6 lanes	0.75	\$305	\$305	F		
Install traffic signal on Arrow Route @ Calabash Ave	N/A	\$598	\$598	D		
Install traffic signal on Arrow Route @ Live Oak Ave	N/A	\$598	\$598	F		
Install traffic signal on Fontana Ave @ Beech Ave	N/A	\$299	\$299	D		
Install traffic signal on Merrill Ave @ Beech Ave	N/A	\$598	\$598	D		
Install traffic signal on Merrill Ave @ Live Oak Ave	N/A	\$598	\$598	F		
Install traffic signal on Arrow Route @ Cottonwood Ave	N/A	\$598	\$598	F		
Install traffic signal on Arrow Route @ Mulberry Ave	N/A	\$598	\$598	F		
Install traffic signal on Randall Ave @ Alder Ave	N/A	\$150	\$150	F		
Install traffic signal on Randall Ave @ Beech Ave	N/A	\$598	\$598	F		
Install traffic signal on Randall Ave @ Live Oak Ave	N/A	\$598	\$598	F		
Install traffic signal on Randall Ave @ Locust Ave	N/A	\$150	\$150	F		
Install traffic signal on San Bernardino Ave @ Mulberry Ave	N/A	\$598	\$598	F		
Install traffic signal on Santa Ana Ave @ Banana Ave	N/A	\$598	\$598	F		
Install traffic signal on Santa Ana Ave @ Calabash Ave	N/A	\$598	\$598	F		
Install traffic signal on Valley Blvd @ Mulberry Ave	N/A	\$598	\$598	F		
Fontana Sphere Total	38.30	\$70,585	\$70,585			

*C = Completed, D = In Development, F = Future, R = Remove

Attachment: Nexus23_All_Arterial (10446 : 2023 Update of the Development Mitigation Nexus Study)

Attachment 1
Arterial Projects
(\$ in thousands)

HESPERIA SPHERE

Arterial Description	Lane-Miles	2021 Cost Estimate	2023 Cost Estimate	Status (C, D, F, or R)*	If C, year of completion	2023 Notes
Widen Rancho Rd from 0.3 mi e/o Mariposa Rd east 0.94 mi e/o Mariposa from 2 to 4 lanes	1.88	\$4,729	\$4,729	D		
Widen Rancho Rd from 0.94 mi e/o Mariposa Rd to Escondido Ave from 2 to 4 lanes	3.00	\$11,038	\$11,038	D		
Widen Rancho Rd from Escondido Ave to Hesperia City Limits from 2 to 4 lanes	2.00	\$4,513	\$4,513	D		
Ph 1: Widen Rancho Rd at Escondido Ave (Ph 1 of Widen Rancho Escondido to Hesp CL)	0.80	\$5,067	\$5,067	D		
Widen Summit Valley Rd from SH-138 to 1.88 mi n/o SH-138 from 2 to 4 lanes	3.76	\$6,404	\$6,404	D		
Widen Summit Valley Rd from 1.88 mi n/o SH-138 to 4.06 mi n/o SH-138 from 2 to 4 lanes	4.36	\$4,805	\$4,805	D		
Widen Summit Valley Rd from 4.31 mi n/o SH-138 to 5.51 mi n/o SH-138 from 2 to 4 lanes	2.40	\$4,046	\$4,046	D		
Install a traffic signal on Summit Valley Rd @ SH-138	N/A	\$601	\$601	F		
Hesperia Sphere Total	18.20	\$41,203	\$41,203			

*C = Completed, D = In Development, F = Future, R = Remove

Attachment 1
Arterial Projects
(\$ in thousands)

MONTCLAIR SPHERE

Arterial Description	Lane-Miles	2021 Cost Estimate	2023 Cost Estimate	Status (C, D, F, or R)*	If C, year of completion	2023 Notes
Widen Benson Ave from 0.18 mi n/o Howard St to State St from 2 to 4 lanes	0.68	\$502	\$502	F		
Widen Benson Ave from Phillips Blvd to 0.06 mi n/o Howard St from 2 to 4 lanes	0.66	\$576	\$576	F		
Widen East End Ave from Phillips Blvd to 0.03 mi s/o Grand Ave from 2 to 4 lanes	0.44	\$330	\$330	F		
Widen Mission Blvd from LA County Line to 0.26 mi e/o Pipe Line from 2 to 6 lanes	0.76	\$903	\$903	F		
Widen Mission Blvd from 0.07 mi w/o Central to Benson from 4 to 6 lanes	1.14	\$1,168	\$1,168	F		
Widen Monte Vista Ave from Phillips Blvd to State St from 2 to 4 lanes	0.80	\$834	\$834	F		
Widen Phillips Blvd from LA County Line to East End Ave from 2 to 4 lanes	0.02	\$103	\$103	F		
Widen Phillips Blvd from East End Ave to Roswell Ave from 2 to 4 lanes	0.50	\$346	\$346	F		
Widen Phillips Blvd from Roswell Ave to Yorba Ave from 2 to 4 lanes	2.00	\$2,986	\$2,986	F		
Widen Pipe Line Av from Phillips Blvd to Mission Blvd from 2 to 4 lanes	1.64	\$2,808	\$2,808	F		
Install traffic signal on Phillips Blvd @ Benson Ave	N/A	\$150	\$150	F		
Install traffic signal on Phillips Blvd @ Monte Vista Ave	N/A	\$375	\$375	F		
Install traffic signal on Phillips Blvd @ Pipe Line Ave	N/A	\$299	\$299	F		
Install traffic signal on Phillips Blvd @ Ramona Ave	N/A	\$375	\$375	F		
Install traffic signal on Phillips Blvd @ Central Ave	N/A	\$0	\$0	R		
Montclair Sphere Total	8.64	\$11,756	\$11,756			

*C = Completed, D = In Development, F = Future, R = Remove

Attachment: Nexus23_All_Arterial (10446 : 2023 Update of the Development Mitigation Nexus Study)

Attachment 1

Arterial Projects

(\$ in thousands)

REDLANDS DONUT HOLE

Arterial Description	Lane-Miles	2021 Cost Estimate	2023 Cost Estimate	Status (C, D, F, or R)*	If C, year of completion	2023 Notes
Install traffic signal on Lugonia @ Nevada St	N/A	\$299	\$299	F		
Install traffic signal on Palmetto Ave @ Alabama St	N/A	\$598	\$598	F		
Install traffic signal on Palmetto Ave @ Nevada St	N/A	\$449	\$449	F		
Install traffic signal on Palmetto Ave @ California St	N/A	\$150	\$150	F		
Redlands Donut Hole Total		\$1,496	\$1,496			

*C = Completed, D = In Development, F = Future, R = Remove

Attachment: Nexus23_All_Arterial (10446 : 2023 Update of the Development Mitigation Nexus Study)

Attachment 1
Arterial Projects
(\$ in thousands)

REDLANDS SPHERE

Arterial Description	Lane-Miles	2021 Cost Estimate	2023 Cost Estimate	Status (C, D, F, or R)*	If C, year of completion	2023 Notes
Ph 1: Widen Colton Ave from Wabash Ave to King/Agate Ave from 2 to 4 lanes	1.52	\$575	\$575	C	2011	
Ph 2: Widen Colton Ave from King/Agate Ave to Crafton Ave from 3 to 4 lanes	0.25	\$442	\$442	D		
Widen Crafton Hills Parkway from Overcrest to Tennessee from 0 to 2 lanes	1.02	\$6,507	\$6,507	F		
Widen Fifth Ave from Wabash Ave to Crafton Ave from 2 to 4 lanes	2.06	\$2,978	\$2,978	F		
Widen Florida St from Greenspot Rd to Garnet St from 2 to 4 lanes	1.50	\$3,068	\$3,068	F		
Widen Garnet St from SR-38 to 0.57 mi s/o Newport Ave from 2 to 4 lanes	0.26	\$371	\$371	F		
Widen Garnet St from 0.29 mi s/o Newport Ave to Florida St from 2 to 4 lanes	1.20	\$1,974	\$1,974	F		
Widen Garnet St from 0.08 m s/o Mentone Ave to Mentone Ave from 2 to 4 lanes	0.16	\$267	\$267	F		
Widen Garnet St from Mentone Ave to SR 38 from 2 to 4 lanes	0.24	\$423	\$423	F		
Widen Greenspot Rd from 0.19 m n/o Florida St to Florida St from 2 to 4 lanes	0.34	\$387	\$387	F		
Widen San Bernardino Ave from Wabash Ave to Opal Ave from 2 to 4 lanes	0.60	\$749	\$749	F		
Widen Wabash Ave from 0.30 mi s/o Seventh St to 0.13 mi n/o Seventh St from 2 to 4 lanes	0.86	\$1,007	\$1,007	F		
Widen Wabash Ave from 6th Ave to 5th Ave from 2 to 4 lanes	0.50	\$312	\$312	F		
Widen Wabash Ave from SR-38 to San Bernardino Ave from 2 to 4 lanes	1.00	\$552	\$552	F		
Install traffic signal on Colton Ave @ Wabash Ave	0.00	\$299	\$299	F		
Install traffic signal on Crafton Hills Pkwy @ Wabash Ave	0.00	\$598	\$598	F		
Install traffic signal on Fifth Ave @ Wabash Ave	0.00	\$150	\$150	F		
Install traffic signal on Florida St @ Garnet St	0.00	\$598	\$598	F		
Install traffic signal on Garnet St @ SR-38	0.00	\$299	\$299	F		
Install traffic signal on San Bernardino Ave @ Wabash Ave	0.00	\$150	\$150	F		
Redlands Sphere Total	11.51	\$21,705	\$21,705			

*C = Completed, D = In Development, F = Future, R = Remove

Attachment: Nexus23_All_Arterial (10446 : 2023 Update of the Development Mitigation Nexus Study)

Attachment 1

Arterial Projects

(\$ in thousands)

RIALTO SPHERE

Arterial Description	Lane-Miles	2021 Cost Estimate	2023 Cost Estimate	Status (C, D, F, or R)*	If C, year of completion	2023 Notes
Widen Alder Ave from Jurupa Ave to .12M north from 2 to 4 lanes	0.24	\$388	\$388	F		
Widen Alder Ave from .12m n, Jurupa to Slover Ave from 2 to 4 lanes	1.80	\$2,459	\$2,459	F		
Widen El Rivino Rd from Cedar Av to Agua Mansa Rd from 2 to 4 lanes	2.26	\$2,016	\$2,016	F		
Widen Jurupa Ave from Locust Ave to Cedar Ave from 2 to 5 lanes	2.34	\$1,999	\$1,999	F		
Widen Jurupa Ave from Lilac Ave to 0.09 mi w/o Willow Ave from 2 to 5 lanes	0.51	\$819	\$819	F		
Widen Jurupa Ave from Tamarind Ave to Alder Ave from 0 to 5 lanes	0.78	\$896	\$896	F		
Widen Jurupa Ave from Cedar Ave to Lilac Ave from 2 to 5 lanes	3.00	\$3,639	\$3,639	F		
Widen Locust Ave from Seventh St to Eleventh St from 2 to 4 lanes	0.54	\$524	\$524	F		
Widen Locust Ave from Jurupa Ave to Santa Ana Ave from 2 to 4 lanes	1.04	\$1,991	\$1,991	F		
Widen Locust Ave from Santa Ana Ave to Slover Ave from 2 to 4 lanes	0.96	\$1,570	\$1,570	F		
Widen Locust Ave from San Bernardino Ave to Randall Ave from 2 to 4 lanes	1.00	\$1,623	\$1,623	F		
Widen Locust Ave from Valley Blvd to San Bernardino Ave from 2 to 4 lanes	1.00	\$1,330	\$1,330	F		
Widen Randall Ave from Locust Ave to Cedar Ave from 2 to 4 lanes	1.50	\$737	\$737	F		
Widen San Bernardino Ave from Laurel Ave to Rialto City Limits from 2 to 4 lanes	2.64	\$2,826	\$2,826	F		
Widen Santa Ana Ave from Locust Ave to Cedar Ave from 2 to 4 lanes	1.50	\$1,590	\$1,590	F		
Widen Santa Ana Ave from Cedar Ave to 0.12 mi e/o Cactus Ave from 2 to 4 lanes	1.76	\$2,077	\$2,077	F		
Widen Santa Ana Ave from Tamarind to Locust Ave from 2 to 4 lanes	1.52	\$2,481	\$2,481	F		
Ph 1: Widen Slover Ave from Cedar Ave to Larch Ave from 2 to 4 lanes	0.50	\$349	\$349	C	2010	
Ph A: Widen Slover Ave from Alder Ave to Linden Ave from 2 to 4 lanes	2.00	\$4,976	\$4,976	C	2015	
Ph B: Widen Slover Ave from Tamarind Ave to Alder Ave & from Linden Ave to Cedar Ave from 2 to 4 lanes	1.00	\$5,327	\$5,327	C	2017	
Ph C: Widen Slover Ave from Larch Ave to Cactus Ave from 2 to 4 lanes	1.00	\$2,036	\$2,036	F		
Install traffic signal on Jurupa Ave @ Alder Ave	N/A	\$299	\$299	F		
Install traffic signal on Jurupa Ave @ Locust Ave	N/A	\$299	\$299	F		
Install traffic signal on Randall Ave @ Locust Ave	N/A	\$150	\$150	F		
Install traffic signal on Santa Ana Ave @ Alder Ave	N/A	\$598	\$598	F		
Install traffic signal on Santa Ana Ave @ Locust Ave	N/A	\$598	\$598	F		
Widen Glen Helen Pkwy from Lytle Creed Rd to I-15 from 2 to 4 lanes	N/A	\$0	\$0	R	2008	
Widen Sierra Ave from I-15 to Lytle Creek Rd from 3 to 4 lanes	N/A	\$0	\$0	R	2011	
Install traffic signal on Glen Helen Pkwy @ Lytle Creek Rd	N/A	\$0	\$0	R	2008	
Rialto Sphere Total	28.89	\$43,596	\$43,596			

*C = Completed, D = In Development, F = Future, R = Removed

Attachment: Nexus23_All_Arterial (10446 : 2023 Update of the Development Mitigation Nexus Study)

Attachment 1

Arterial Projects

(\$ in thousands)

SAN BERNARDINO SPHERE

Arterial Description	Lane-Miles	2019 Cost Estimate	2023 Cost Estimate	Status (C, D, F, or R)*	If C, year of completion	2023 Notes
Widen Del Rosa Ave from Del Rosa Dr to San Bernardino City Limits	0.16	\$83	\$83	F		
Widen Fifth St from Waterman Ave to Pedley Rd from 2 lanes to 4 lanes	0.90	\$1,160	\$1,160	F		
Widen Fifth St from Pedley Rd to Tippecanoe Ave from 2 lanes to 4	0.74	\$765	\$765	F		
Widen Kendall Dr from Palm Ave to Cajon Blvd from 2 lanes to 4 lanes	3.18	\$4,669	\$4,669	F		
Widen State St from Adams St N/Nolan St from 2 lanes to 4 lanes	2.00	\$6,750	\$6,750	D		widening/sidewalk
San Bernardino Sphere Total	6.98	\$13,427	\$13,427			

*C = Completed, D = In Development, F = Future, R = Remove

Attachment: Nexus23_All_Arterial (10446 : 2023 Update of the Development Mitigation Nexus Study)

Attachment 1

Arterial Projects

(\$ in thousands)

UPLAND SPHERE

Arterial Description	Lane-Miles	2021 Cost Estimate	2023 Cost Estimate	Status (C, D, F, or R)*	If C, year of completion	2023 Notes
Widen Euclid Ave from 24th St to Mountain Ave from 2 lanes to 4 lanes	1.92	\$2,641	\$2,641	F		
Widen Mountain Ave from 23rd St to Euclid Ave from 2 lanes to 4 lanes	2.44	\$3,522	\$3,522	F		
Widen San Antonio Ave from 23rd to 24th from 2 lanes to 4 lanes	0.52	\$290	\$290	F		
Widen San Antonio Crescent East from 24th St to San Antonio Crescent	0.12	\$102	\$102	F		
Install traffic signal on Mountain Ave @ Euclid Ave	N/A	\$598	\$598	F		
Upland Sphere Total	5.00	\$7,154	\$7,154			

*C = Completed, D = In Development, F = Future, R = Remove

Attachment: Nexus23_All_Arterial (10446 : 2023 Update of the Development Mitigation Nexus Study)

Attachment 1
Arterial Projects
(\$ in thousands)

VICTORVILLE SPHERE

Arterial Description	Lane-Miles	2021 Cost Estimate	2023 Cost Estimate	Status (C, D, F, or R)*	If C, year of completion	2023 Notes
Widen Yates Rd from 0.24M n/o Chinquapin Dr to Fortuna Rd from 2 to 4 lanes	2.46	\$11,089	\$11,089	C	2023	Wided from 2 lanes to 4 lanes from Chinquapin Dr to Parl Rd with Green Tree Boulevard project by Victorville
Widen Baldy Mesa Rd from Mesa St to Duncan Rd from 2 to 4 lanes	3.00	\$3,398	\$3,398	F		
Widen/Pave Baldy Mesa Rd from Duncan Rd to Palmdale (SH 18), pave 2 lanes/widen 2 to 4 lanes	3.00	\$3,595	\$3,595	F		
Pave Duncan Road from Caughlin Rd to Baldy Mesa Rd	4.00	\$2,012	\$2,012	F		
Widen Duncan Road from Caughlin Rd to Monte Vista from 2 to 4 lanes	5.88	\$6,617	\$6,617	F		
Victorville Sphere Total	18.34	\$26,711	\$26,711			

*C = Completed, D = In Development, F = Future, R = Remove

Attachment: Nexus23_All_Arterial (10446 : 2023 Update of the Development Mitigation Nexus Study)

Attachment 1 Arterial Projects (\$ in thousands)

YUCAIPA SPHERE

Arterial Description	Lane-Miles	2021 Cost Estimate	2023 Cost Estimate	Status (C, D, F, or R)*	If C, year of completion	2023 Notes
Widen Bryant St from Juniper Ave to SR-38 from 2 to 4 lanes	0.30	\$583	\$583	F		
Install traffic signal on Bryant @ SR-38	0.00	\$299	\$299	F		
Yucaipa Sphere Total	0.30	\$882	\$882			

*C = Completed, D = In Development, F = Future, R = Remove

Attachment: Nexus23_All_Arterial (10446 : 2023 Update of the Development Mitigation Nexus Study)

Minute Action

AGENDA ITEM: 21

Date: April 3, 2024

Subject:

Carbon Reduction Program - Amendment No. 2 Priority Project List Submittal to Southern California Association of Governments

Recommendation:

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

A. Approve submittal of the following priority project nomination list to Southern California Association of Governments for Carbon Reduction Program funding:

1. \$677,340 to Redlands for the Redlands Regional Connector Project – already allocated.
2. \$701,913 to Highland for the Highland Regional Connector Project – already allocated.
3. \$2,721,400 to Fontana for the San Sevaine Trail Project (Gap Funding Project) – already allocated.
4. \$1,500,000 to Fontana for the San Sevaine Trail Project Cost of Bid in Excess of Estimate.
5. \$975,000 to Montclair for the Fremont Avenue / Arrow Highway Improvements Project.
6. \$1,382,200 to Apple Valley for the Bear Valley Road Bridge Rehabilitation and Widening Project (Gap Funding Project).
7. \$3,000,000 to Rancho Cucamonga for the Design of Haven Avenue Complete Streets Project – replacement project.
8. \$961,000 to San Bernardino County for the Del Rosa Avenue Sidewalk Improvements – replacement project.
9. \$1,405,800 to the City of San Bernardino for Arrowhead Grove Charging Infrastructure.
10. \$2,000,000 to SBCTA for the development of a Vehicle Miles Traveled Mitigation Bank.

B. Authorize the SBCTA staff to modify funding totals to the existing projects as ranked above if needed.

Background:

On March 1, 2023, the San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board) approved a preliminary project list to be funded by the Federal Carbon Reduction Program (CRP) with the understanding that this list was subject to eligibility approval by the Southern California Association of Governments (SCAG) and the California Department of Transportation (Caltrans). The Board authorized staff to coordinate with local agency staff on finalizing the project scope, schedule, and funding for final approval by the Board on a project-by-project basis. Two of these projects, the North and South Highland/Redlands Regional Connector Projects, were approved by the Board for an allocation of CRP funds by way of a separate item during the same meeting.

Entity: San Bernardino County Transportation Authority

Board of Directors Agenda Item

April 3, 2024

Page 2

Staff's initial understanding from the new program guidelines was that funds were apportioned based on population share of the counties. However, the Federal Highway Administration (FHWA) subsequently determined that the project selection process identified under United States Code 23 Code of Federal Regulations § 450.332 would apply to CRP funding, similar to the Congestion Mitigation and Air Quality (CMAQ) and the Surface Transportation Block Grant (STBG) programs.

This determination by the FHWA meant that SBCTA had to make a change in the CRP funding strategy for our region. In March 2023, the SBCTA Board approved a preliminary project list for the first three years of funding (Fiscal Year (FY) 2021/2022, FY 2022/2023, and FY 2023/2024), and made it available to the local active transportation projects. This was done based on the understanding that the current apportionment for California is around \$107 million annually, and that San Bernardino County's share was projected to be around \$3.79 million per year for the next five years. With the new ruling, the projected annual proportional share for San Bernardino County no longer applied and the submission schedule of the eight preliminary projects selected during the March 2023 Board meeting needed to be reconfigured.

On March 21, 2023, SCAG staff notified SBCTA staff of the initial first year interim CRP resolution and plan. SCAG had approached the FHWA and Caltrans about the need for expedited programming of CRP apportionments for our region given the tight timeline on obligations and that our projects had already been identified through SBCTA's sub-regional approval process. In recognition of this, the FHWA agreed to programming of FY 2021/2022 apportionments only, under an expedited Metropolitan Planning Organization (MPO) project selection process based on actions taken by the County Transportation Commissions (CTCs). SCAG requested that each of the CTCs identify priority projects for consideration for CRP funding for FY 2021/2022 only and submit them to SCAG staff by close of business on March 24, 2023. SBCTA staff was able to work with seven jurisdictions to submit eight projects with a refined scope and schedule, to SCAG by the deadline. SCAG staff then selected projects from the initial SBCTA Board approved priority projects list and incorporated the nominations into the staff report for Regional Council approval on April 6, 2023.

Since that was an interim process focused only on FY 2021/2022 funding, SBCTA staff emphasized the importance of obligating the funds by September 30, 2025 and expending the funds by September 30, 2030 during the discussion with jurisdiction staff. SCAG also emphasized that the identified projects needed to be ready-to-go to receive federal concurrence for expedited programming. Additionally, since the SCAG region's FY 2021/2022 CRP share was approximately \$33.5 million, and SBCTA's sub-regional request was slightly over \$11 million for eight projects (i.e. larger than what would be SBCTA's normal share for FY 2021/2022), it was important to prioritize the March 24, 2023 project list submittal based on prior Board approvals, project readiness, and need in the event SCAG was unable to program CRP funding for the entire list. Project need included links to other grant funding requirements and Transportation Control Measure (TCM) commitments. Thus, projects not selected for FY 2021/2022 funding with SCAG need to be resubmitted for the future year CRP funding.

Per FHWA direction, SCAG developed program guidelines for the selection of projects for FY 2022/2023 through FY 2025/2026, the remaining years of the CRP apportionments. With concurrence by FHWA, SCAG will use 65 percent of CRP funds (approximately

San Bernardino County Transportation Authority

Board of Directors Agenda Item

April 3, 2024

Page 3

\$92 million for FY 2022/2023 through FY 2025/2026) for a CTC Partnership Program with 35 percent of CRP funds (approximately \$49 million for FY 2022/2023 through FY 2025/2026) to support a Regional Partnership Program. As noted, this will follow a similar process to STBG and CMAQ programs with established county nomination targets to guide the CTCs in the amount of funding requests that are submitted to SCAG.

According to SCAG's CRP Guidelines, proposed projects will be evaluated using a 100-point maximum scoring system with up to 20 points being assigned based on the CTC's list of priority projects. Since the CRP funding is a competitive grant program, technically it does not have a geographic share component, however approximately \$11.2 million would be the target share of the total \$92 million for San Bernardino County if using the same STBG 12.2 percent goal.

Throughout this process SBCTA staff has been working with member agencies to help curate a proposed CRP Priority List for SBCTA Board consideration. Thus far, the SBCTA Board has approved the following Priority List iterations:

- March 1, 2023: Preliminary List was quickly created with the assistance of member agencies in anticipation of the FY 2021/2022 funding opportunity which would require projects that could commit funding on a tight timeline.
- April 5, 2023: First List slightly modified the Preliminary List in response to notification from SCAG on March 21, 2023 of the initial first year interim CRP resolution and plan. This is the list that was submitted to SCAG on March 24, 2023 and approved by Regional Council on April 6, 2023. The result was FY 2021/2022 funding for the full award amount for the top two priorities, Highland and Redlands Regional Connector projects, and partial funding for the third, Fontana (north) San Sevaine Trail.
- January 3, 2024: Amendment 1 added gap funding for Fontana's (north) San Sevaine Trail and San Bernardino's Arrowhead Grove Charging Stations.

Since then, Apple Valley communicated that they had a shortfall due to inflation, San Bernardino County was able to secure funding through another source for the Olive Street Pedestrian Infrastructure Project, and the priority for Rancho Cucamonga shifted after another higher-priority project was determined to be at risk of losing Regional Early Action Planning (REAP) 2.0 funding. This item proposes to increase the amount recommended for Apple Valley's project, change the San Bernardino County and Rancho Cucamonga's project scopes, and swap the priority for Rancho Cucamonga and San Bernardino County due to the greater impact anticipated from Rancho Cucamonga's project. Based on this new information, SBCTA staff recommends revising the CRP Priority List (changes from the last Priority List adopted by the SBCTA Board in January 2024 are shown underlined and Table 1 on the following page shows a summary of all Priority List iterations):

1. \$677,340 to Redlands for the Redlands Regional Connector Project – already allocated.
2. \$701,913 to Highland for the Highland Regional Connector Project – already allocated.
3. \$2,721,400 to Fontana for the San Sevaine Trail Project (Gap Funding Project) – already allocated. This is a TCM committed project for our region with no other TCM substitution options.

Board of Directors Agenda Item

April 3, 2024

Page 4

4. \$1,500,000 to Fontana for the San Sevaine Trail Project Cost of Bid in Excess of Estimate.
5. \$975,000 to Montclair for the Fremont Avenue / Arrow Highway Active Transportation Improvements Project. This is a project that completes missing links connected to SBCTA's Cycle 4 Active Transportation Program grant award for the Metrolink Accessibility Phase II project.
6. \$1,382,200 to Apple Valley for the Bear Valley Road Bridge Rehabilitation and Widening Project (Gap Funding Project).
7. \$3,000,000 to Rancho Cucamonga for the Design of the Haven Complete Streets Project. This project replaces Rancho Cucamonga's Cycle Track Extension Project which had previously been budgeted for \$600,000 and was listed as Priority #8. The priority increase reflects the ability of this project to obligate funds sooner than San Bernardino County's Del Rosa Avenue Sidewalk Improvements Project.
8. \$961,000 to San Bernardino County for the Del Rosa Avenue Sidewalk Improvements Project. This project replaces the Olive Street Pedestrian Infrastructure Project.
9. \$1,405,800 to the City of San Bernardino for Arrowhead Grove Charging Infrastructure.
10. \$2,000,000 to SBCTA for the development of a Vehicle Miles Traveled Mitigation Bank.

Table 1: Carbon Reduction Program Priority List

Priority No.	Agency & Project	Preliminary List (Board: 3/1/23)	First List (Board: 4/5/23)	Amendment 1 (Board: 1/3/24)*	Amendment 2 (Board: 4/3/24)
1	Redlands: South Highland/Redlands Regional Connector	\$677,340	\$677,340	\$677,340	\$677,340
2	Highland: North Highland/Redlands Regional Connector	\$701,913	\$701,913	\$701,913	\$701,913
3	Fontana: (North) San Sevaine Trail	\$2,000,000	\$4,000,000	\$2,721,400	\$2,721,400
Total FY22 Projects		\$3,379,253	\$5,379,253	\$4,100,653	\$4,100,653
4	Fontana: (North) San Sevaine Trail	NA	NA	\$1,500,000	\$1,500,000
5	Montclair: Fremont Ave./Arrow Hwy. ATP Improvements	\$1,000,000	\$975,000	\$975,000	\$975,000
6	Apple Valley: Bear Valley Road Bridge ATP elements	\$2,000,000	\$1,143,535	\$1,143,535	\$1,382,200
7	Rancho Cucamonga: Haven Complete Streets Corridor**	\$1,000,000	\$600,000	\$600,000	\$3,000,000
8	County: Del Rosa Sidewalk Improvements***	\$1,000,000	\$961,000	\$961,000	\$961,000
9	San Bernardino: Arrowhead Grove Charging Stations	NA	NA	\$1,405,800	\$1,405,800
10	SBCTA: VMT Mitigation Bank	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000
FY23-26 Application Total		\$7,000,000	\$5,679,535	\$8,585,335	\$11,224,000
Grand Total:		\$10,379,253	\$11,058,788	\$12,685,988	\$15,324,653

*FY22 Application Total in Amendment 1 reflects the total amount awarded in FY22.

**Recommendation in Amendment 2: change project from Cycle Track Extension Project, increase amount, and increase ranking from #8 to #7.

***Recommendation in Amendment 2: change project from Olive St. and lower ranking from #7 to #8.

As circumstances have changed rapidly in a short amount of time, this item recommends authorizing SBCTA staff to modify the funding amounts amongst the existing projects as ranked above if needed. This is to ensure no funds are lost to San Bernardino County as a result of any of the program participants determining they are unable to proceed with their projects as proposed above.

Financial Impact:

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

Reviewed By:

This item was reviewed and unanimously recommended for approval by the General Policy Committee on March 13, 2024. This is an update to an item in the January 3, 2024 SBCTA Board meeting agenda on Carbon Reduction Program funding.

San Bernardino County Transportation Authority

Board of Directors Agenda Item
April 3, 2024
Page 5

Responsible Staff:

Ginger Koblasz, Senior Planner

Approved
Board of Directors
Date: April 3, 2024

Witnessed By:



SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS

FY23-FY26 CARBON REDUCTION PROGRAM GUIDELINES

CONTENTS

CARBON REDUCTION PROGRAM OVERVIEW 2

 BACKGROUND 2

 FUNDING AVAILABILITY 2

 ELIGIBLE APPLICANTS 3

 PUBLIC OUTREACH AND STAKEHOLDER ENGAGEMENT 3

 ELIGIBLE PROJECT USES 3

PROJECT SELECTION PROCESS 4

 CALL FOR PROJECTS SCHEDULE 4

 REGIONAL PROJECT EVALUATION 4

 APPROVED PROJECTS AND MONITORING 6

CONTACT INFORMATION 7

CARBON REDUCTION PROGRAM OVERVIEW

The federal Carbon Reduction Program (CRP) Guidelines, establishes the policy framework for project selection and investment of federal funds in accordance with the State of California’s Carbon Reduction Strategy. CRP funding is made available by the Bipartisan Infrastructure Law (BIL), enacted as the Infrastructure Investment and Jobs Act (IIJA), which provides funds for projects designed to reduce transportation emissions.

SCAG is in a unique position to utilize this resource and build upon the REAP 2.0 funded County Transportation Commission Partnership Program efforts, allowing for broader planning and implementation investments, including those which focus on reducing transportation emissions. As part of its implementation of CRP, SCAG will use 65 percent of the regional CRP share to issue a Call for Project Nominations to support transformative projects as described below.

BACKGROUND

The United States is committed to a whole-of government approach to reducing economy-wide net greenhouse gas (GHG) emissions by 2030. The BIL provides resources to help funding recipients advance this goal in the transportation sector. In addition, the BIL makes historic investments to improve the resilience of transportation infrastructure, helping communities prepare for hazards such as wildfires, floods, storms, and droughts exacerbated by climate change.

The CRP encourages the advancement of projects that address climate change and sustainability. In particular, SCAG encourages projects that implement the region’s Regional Transportation Plan/Sustainability Communities Strategy (RTP/SCS, known as Connect SoCal). In alignment with SCAG’s Racial Equity Early Action Plan, projects that facilitate the consistent integration of equity are strongly encouraged.

FUNDING AVAILABILITY

The CRP program is authorized from FY22 through FY26. For the FY22 apportionments totaling \$33.6 million, SCAG coordinated with the CTCs to expedite and select a program of projects approved by the Regional Council on April 6, 2023. The SCAG region’s allocation of CRP funds is estimated to be approximately \$141 million from FY23 through FY26. For FY23-FY26, SCAG will solicit project nominations from the CTCs using a Call for Project Nominations process to program up to an estimated approximately \$92 million. This represents 65 percent of the SCAG region’s apportionments. SCAG will direct the remaining estimated up to approximately \$49 million to SCAG’s regional initiatives, to identify, evaluate, and award funding for regional and/or local pilots and partnership projects that achieve regional transportation goals and further the objectives of Connect SoCal. Actual programming may be lower to reflect the latest apportionments as reported by Caltrans.

CRP funds are contract authority, reimbursed from the Highway Account of the Highway Trust Fund. CRP funds are available for obligation for a period of 3 years after the last day of the fiscal year for which the funds are authorized. Thus, CRP funds are available for obligation for up to 4 years.

FY23-FY26 CRP
PROGRAM GUIDELINES

FEDERAL FISCAL YEAR	2023	2024	2025	2026
OBLIGATION DEADLINE	9/30/2026	9/30/2027	9/30/2028	9/30/2029
EXPENDITURE DEADLINE	9/30/2031	9/30/2032	9/30/2033	9/30/2034

ELIGIBLE APPLICANTS

In general, SCAG cities, counties, transit agencies, federally recognized Tribal governments, and CTCs are eligible to apply for CRP funds. Each CTC is responsible for coordination and submission of project nominations to SCAG from eligible entities from their respective counties. SCAG encourages CTCs to coordinate with SCAG and other affected CTCs on project nominations for multi-county projects and to support multi-county agency projects such as the California Department of Transportation (Caltrans), the Los Angeles-San Diego-San Luis Obispo Rail Corridor Agency (LOSSAN), and the Southern California Regional Rail Authority (Metrolink).

PUBLIC OUTREACH AND STAKEHOLDER ENGAGEMENT

Stakeholder engagement is essential in all SCAG programs. SCAG requires each CTC to engage relevant stakeholders to maximize project impact and further collaborative policy goals.

CTCs are required to demonstrate countywide outreach and engagement with stakeholders and the public to solicit project ideas. CTCs should follow current best practices related to virtual and in-person public participation, outreach, and engagement. SCAG encourages each CTC to outreach and engage with historically disadvantaged communities (Priority Equity Communities) within their respective counties. CTCs must document their public outreach and stakeholder engagement process and demonstrate how it meets the program guidelines. This can include a CTC conducting a call for project nominations.

ELIGIBLE PROJECT USES

SCAG's CRP guidelines prioritize projects that aspire to transform Southern California's mobility opportunities, especially with respect to Connect SoCal, the region's adopted Regional Transportation Plan (RTP) and Sustainable Community Strategy (SCS). Applicants are encouraged to review strategies included within [Connect SoCal](#) to align project applications with regional planning priorities and concepts. Funds shall be used for implementation efforts that can demonstrate a reduction in transportation emissions over the project's lifecycle. Of critical importance to SCAG is to demonstrate GHG emission reduction to meet our climate commitments, particularly in ways that advance equity and improve underlying social and public health vulnerabilities.

Funds may be spent on projects at any phase, helping to close a critical transportation funding gap for pre-construction needs. As with most federal funds, CRP requires a non-federal match. While the non-federal share requirement depends on the type of project, most projects must have a minimum 11.47 percent non-federal funding match. Due to the limited balance of toll credits statewide, toll credits may not be used as funding match for CRP.

CRP funding may be used on a wide range of projects that support the reduction of transportation emissions. In accordance with California's Carbon Reduction Strategy, applicants should nominate projects that support the state's three [Carbon Reduction Program pillars](#): 1) transit and passenger rail 2) active transportation, 3) zero emission vehicles and infrastructure, and conversion of existing highway

FY23-FY26 CRP
PROGRAM GUIDELINES

lanes to price managed lanes. For more information, please refer to the [Federal CRP Implementation Guidance](#).

All proposed uses will be required to meet the state and program requirements. Projects must demonstrate a reduction in transportation emissions. Please contact SCAG with any questions regarding funding eligibility.

PROJECT SELECTION PROCESS

SCAG will conduct a Call for Project Nominations, provide guidance, perform project evaluations, develop a list of selected projects, and conduct the SCAG board review and approval process.

CTCs will solicit and submit project applications including conducting and documenting their outreach processes, screening applicants and projects for program eligibility, and conducting initial evaluation and prioritization of projects from their respective county. CTCs will develop individual project application materials for submission to SCAG and establish processes for their county's project nominations, consistent with the overall program guidelines and subject to consultation and concurrence by SCAG staff.

One application is required per project and entities may submit multiple project applications. **Applicants must complete and submit their application by March 29, 2024, at 5:00 p.m. Program timelines are subject to change.**

CALL FOR PROJECTS SCHEDULE

The following schedule outlines important dates for the CRP Call for Projects. **Program timelines are subject to change.**

CRP (FY23-FY26) CALL MILESTONES	DATE
CALL FOR APPLICATIONS OPENS	January 4, 2024
APPLICATION WORKSHOP	TBD
CALL FOR APPLICATIONS SUBMISSION DEADLINE	March 29, 2024
REGIONAL COUNCIL APPROVAL	July 11, 2024

REGIONAL PROJECT EVALUATION

SCAG staff will form a review committee composed of a multidisciplinary group of staff members. The review committee will conduct the regional project evaluation process to review the project submittals provided by the CTCs and develop a recommended list of projects for adoption by the SCAG RC. This process will consist of the following steps:

1. **Confirm Eligibility:** SCAG staff will review submitted documentation to ensure compliance with applicable federal, state, and regional policies. Screening will include a review to ensure consistency with adopted RTP/SCS. Any issues identified will be communicated to CTC staff, and projects with unresolved issues will be excluded from further consideration.
2. **Scoring Criteria:** Eligible projects can achieve up to 100 points. The review committee will score projects using the following rubric:

SCORING CRITERIA	POSSIBLE POINTS
CTC Prioritization: Relative CTC project prioritization	Up to 25 Points
Regional Priorities: Project implements SCAG's adopted RTP/SCS, including future adopted Plan policies and strategies	Up to 20 Points
Performance Measures: Project demonstrates support for Connect SoCal Performance Measures (including but not limited to Federal Transportation Performance Management Goals): <ul style="list-style-type: none"> • Location Efficiency, • Mobility and Accessibility, • Safety and Public Health, • Environmental Quality, • Economic Opportunity, • Investment Effectiveness, • Transportation System Sustainability, and • Environmental Justice 	Up to 15 Points
Equity: Project demonstrates direct and/or indirect benefit that positively impact Priority Equity Communities	Up to 15 Points
Carbon Reduction: Expected carbon reduction and relative cost effectiveness of projects in reducing carbon emissions in the SCAG region	Up to 25 Points

The review committee will score each project using the following criteria:

CTC Prioritization	
• Prioritized in the CTC list as Highly Recommended	25 points
• Prioritized in the CTC list as Recommended	15 points
• Prioritized in the CTC Contingency List	5 points
Regional Priorities	
• Aligns with 3 or more Regional Priorities	20 points
• Aligns with 1 to 2 Regional Priorities	10 points
• Does not align a Regional Priority	0 points
Performance Measures	
• Supports 6 or more Performance Measures	15 points
• Supports 4 or 5 Performance Measures	10 points
• Supports 2 or 3 Performance Measures	5 points
• Supports less than 2 Performance Measures	0 points
Equity	
• Demonstrates direct positive benefit to Priority Equity Communities	15 points
• Demonstrates indirect positive benefit to Priority Equity Communities	10 points
• Does not demonstrate positive benefits to Priority Equity Communities	0 points
Carbon Reduction	
• Demonstrates cost effectiveness in reducing transportation emissions	25 points
• Estimates transportation emission reduction benefits	15 points
• Does not address transportation emission reduction benefits	0 points

FY23-FY26 CRP
PROGRAM GUIDELINES

3. **Project Ranking Process:** Projects will be ranked according to their average review committee score. SCAG staff will develop a recommended list of eligible projects for CRP funding using the comprehensive rubric rankings. All eligible projects scored with a maximum possible score of 100 points and ranked from highest to lowest score. In developing this list, SCAG will consider if project elements may not be eligible for CRP funds.
4. **Program Balancing:** Candidate projects will be initially prioritized according to their ranking as described above. However, to achieve programmatic investment thresholds, and ensure a balanced program of projects, SCAG staff may adjust project prioritization based on the following factors:
 - Ensuring that at least 40 percent of funding positively benefit Priority Equity Communities and meet Justice 40 requirements, and
 - Overall program balancing for a variety of project types, equitable investments, and regional diversity.

Project scores will be converted into recommendation categories (i.e., Highly Recommended, Recommended, Contingency List, and Not Recommended) prior to publishing the recommended program of projects. To achieve an overall Highly Recommended determination, projects must achieve a score of at least 85 points. To achieve an overall Recommended determination, projects must achieve a score of at least 70 and less than 85 points. To be considered for the Contingency List, projects must achieve a score of at least 65 points. Using this process, SCAG staff will develop a draft program of recommended (Highly Recommended and Recommended) and Contingency List projects for SCAG RC adoption. Projects that achieve a score of less than 65 will be determined to be Not Recommended.

5. **Program Approval:** The SCAG RC will consider the recommended CRP projects.

APPROVED PROJECTS AND MONITORING

To ensure the timely use of federal funds, SCAG will collaborate with Caltrans and CTCs to enhance Guideline policies and procedures to ensure federal funding requirements and deadlines are met and funds are not lost to the region. Once SCAG selects projects, CTCs will be required to submit a Project Alignment Confirmation Form to SCAG for transmittal to Caltrans. Additionally, SCAG will prepare and submit annual obligation plans to Caltrans, monitor federal fund obligations, overall federal funding levels, and apportionment and Obligation Authority (OA) balances. Program completion is based on statutory provisions and SCAG expects all selected projects to be completed in a timely manner and requires that applicants coordinate internal resources to ensure timely completion of the projects.

CONTACT INFORMATION

Questions regarding the Carbon Reduction Program application process should be directed to:

Kate Kigongo
Department Manager, Partnerships for Innovative Deployment
Telephone: (213) 236-1808
Email: kigongo@scag.ca.gov

Questions regarding eligibility, programming, and obligation of CRP funding should be directed to:

Heidi Busslinger
Principal Planner, Federal Transportation Improvement Program
Telephone: (213) 236-1541
Email: busslinger@scag.ca.gov

Minute Action

AGENDA ITEM: 22

Date: April 3, 2024

Subject:

Memorandum of Understanding with the Southern California Regional Rail Authority to Memorialize Annual Funding Allocations

Recommendation:

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

Approve Memorandum of Understanding No. 24-1003060 with the Southern California Regional Rail Authority to memorialize the annual funding allocation process for new capital, state of good repair and operations of Metrolink service, to which each year's funding allocations will be attached as an exhibit.

Background:

The Southern California Regional Rail Authority (SCRRA) Joint Powers Authority requires a preliminary budget to be presented to the member agencies by May 1st of each year as part of its annual budget cycle. Adoption of the final SCRRA budget by the SCRRA Board of Directors (Board) is contingent upon each of the five member agencies approving their financial contribution for the fiscal year. The five member agencies include San Bernardino County Transportation Authority (SBCTA), Los Angeles County Metropolitan Transportation Authority (Metro), Orange County Transportation Authority (OCTA), Riverside County Transportation Commission (RCTC), and Ventura County Transportation Commission (VCTC). The annual preliminary budget cycle includes funding requests for new capital, state of good repair, and operations of Metrolink service. Once approved by the member agencies' Boards of Directors, funding confirmation is provided to SCRRA either in the form of a funding commitment letter or a Memorandum of Understanding (MOU).

In previous budget cycles through this Fiscal Year (FY) 2023/2024, it has been SBCTA's process to provide a funding commitment letter confirming the Board-approved annual funding allocations to SCRRA, including any other pertinent information related to that year's budget cycle. However, the funding commitment letter generally focuses on funding allocations only, and does not touch on general policies and expectations of the roles and responsibilities of both SBCTA and SCRRA for rail operations within San Bernardino County. As such, staff is recommending a more formal process that not only memorializes each year's funding allocations, but also outlines general provisions regarding obligations and responsibilities of new capital, state of good repair, and operations of Metrolink service, including provisions for invoicing, insurance and indemnity.

The attached MOU No. 24-1003060 is intended to serve as a base agreement that memorializes standard general provisions as mentioned above, with each year's Board-approved funding allocations and associated projects attached as an exhibit each year. The base agreement may be updated each year as necessary, but will not have a termination date, unless otherwise requested by one or both parties, as each exhibit will represent the funding allocations for each fiscal year. Further, if this MOU is approved by the Board, the SCRRA FY 2023/2024 Preliminary Budget Request approved by the Board on June 7, 2023 will serve as the first exhibit (Exhibit A).

Entity: San Bernardino County Transportation Authority

Board of Directors Agenda Item

April 3, 2024

Page 2

As such, staff recommends the Board approve MOU No. 24-1003060 with SCRRA to memorialize the annual funding allocations for new capital, state of good repair, and operations of Metrolink service, to which each year’s funding allocations will be attached as an exhibit.

Financial Impact:

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

Reviewed By:

This item was reviewed and unanimously approved by the Transit Committee on March 14, 2024. SBCTA General Counsel and Enterprise Risk Manager have reviewed this item and the draft Memorandum of Understanding.

Responsible Staff:

Victor Lopez, Director of Transit & Rail Programs

Approved
Board of Directors
Date: April 3, 2024

Witnessed By:

MEMORANDUM OF UNDERSTANDING NO. 24-1003060

BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND

SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY

FOR

THE ANNUAL FUNDING ALLOCATIONS FOR NEW CAPITAL, STATE OF GOOD REPAIR AND OPERATIONS OF METROLINK SERVICE

This Memorandum of Understanding (“MOU”) is effective this ____ day of _____, 2024, for the annual funding allocations for new capital, state of good repair, and operations of Metrolink service by and between the SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY (herein after referred to as “SBCTA”) and the SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY (herein after referred to as “SCRRA”). SBCTA and SCRRA are sometimes individually referred to as “PARTY”, and collectively referred to as “PARTIES”.

RECITALS:

WHEREAS, the SCRRA is a Joint Powers Authority (“JPA”) funded by five (5) member agencies, including Los Angeles County Metropolitan Transportation Authority (“LA Metro”), Orange County Transportation Authority (“OCTA”), Riverside County Transportation Commission (“RCTC”), San Bernardino County Transportation Authority (“SBCTA”), and Ventura County Transportation Commission (“VCTC”). Collectively, these agencies are the “Member Agencies,” and each is a “Member Agency.”

WHEREAS, the SCRRA provides commuter rail service through its operation of Metrolink, which operates to, and within, the Counties of Ventura, Los Angeles, Orange, Riverside, San Diego, and San Bernardino, of which SBCTA funds commuter rail services benefitting San Bernardino County on the San Bernardino Line (“SBL”), Inland Empire Orange County Line (“IEOC”), and Riverside County Line (“RVL”) consistent with the existing cost sharing formulas established by the Joint Powers Agreement (“JPA”), to which SBCTA is a party.

WHEREAS, the SCRRA is authorized and directed to oversee, on SBCTA’s behalf, the administration of shared use and/or joint facilities agreement between SBCTA (or its predecessors or successors in interest) and any freight rail operators, pursuant to Acknowledgement Agreement No. 22-1002751, dated December 13, 2021.

WHEREAS, SBCTA and SCRRA desire to enter into this MOU to define the respective responsibilities of SCRRA, as a sub-recipient of SBCTA federal, state, and local funds, for costs in connection with operations, the new capital and State of Good Repair (SGR) budget, and SCRRA's prior year SGR and new capital costs, sometimes referred to individually and collectively as "BUDGET".

WHEREAS, SCRRA's Operating BUDGET covers train operations, including operating crews, dispatching, equipment maintenance, fuel, non-scheduled rolling stock repairs, operating facilities maintenance, rolling stock lease payments, maintenance of way, security and guard services, public safety programs, passenger relations, existing ticket vending devices ("TVD") maintenance and revenue collection, information technology, marketing and market research, media and external relations, utilities and leases, passenger transfers to other operators, station maintenance, freight rail agreements and general administrative costs that support SCRRA Operations.

WHEREAS, SCRRA is responsible for the provision of all insurance coverage types and limits appropriate for operational and maintenance activities, as well as related legal and claims administration, including but not limited to Liability, Property, Automobile, Workers' Compensation, etc. It is understood that these limits and coverages may change from time to time, the changes of which shall be included in each annual BUDGET cycle, subject to approval by all Member Agencies; changes made at any other time must be approved by the Member Agencies.

WHEREAS, SCRRA's ongoing Capital BUDGET includes construction, improvements and State of Good Repair (SGR) work related to track, structure and signals, layover facility work at system maintenance facilities, as well as SBCTA's share of system-wide track, signal, information technology, communications, rolling stock, facilities, rubber tire vehicles, existing TVD and mechanical improvements.

WHEREAS, there is a separate MOU, Contract No. 20-1002367, approved by SBCTA and SCRRA for Arrow Service, that addresses the roles and responsibilities for operation of the multiple unit operation between San Bernardino – Downtown Station and Redlands – University Station.

NOW, THEREFORE, the PARTIES agree as follows:

I. TERM

- a. This MOU shall remain in effect so long as SBCTA is a member of the JPA and shall not terminate prior to the completion of the disbursement of the New Capital, State of Good Repair (SGR) and Operating funds to SCRRA, which are disbursed across multiple annual funding cycles, and the completion of all reports, updates or any other documentation or responsibility of the PARTIES related to the projects in each annual BUDGET. In all events, this MOU shall terminate within the time limits set forth in applicable Federal Transit Administration (FTA) procedures and regulations or by express written consent mutually agreed upon by both PARTIES. As the terms and conditions set forth herein shall remain in effect unless otherwise

modified, the annual subsidies for each BUDGET cycle shall be attached hereto as separate exhibits and provided on an annual basis upon approval by the SBCTA Board of Directors.

II. OBLIGATIONS AND RESPONSIBILITIES OF SCRRA

- a. SCRRA agrees to provide weed abatement, debris removal, track maintenance, graffiti removal, and other related maintenance, at road crossings, as well as routine maintenance, inspection and repairs of track, structures, signal system, grade crossing warning system and communication infrastructure (collectively, “Maintenance of Way Services”) within twenty (20) feet from the center line along all operational tracks within the San Gabriel Subdivision, Shortway Subdivision, or any other railroad rights of way which SBCTA may acquire in the future upon which SCRRA is the Operating Railroad, as defined by Title 49, CFR, Part 200-299, upon which passenger rail service is provided to and from San Bernardino County and within the above Subdivisions, including also the Rialto Subdivision, upon which freight rail track rights and appurtenant maintenance obligations exist pursuant to a shared use and/or joint facilities agreement administered by SCRRA on SBCTA’s behalf.
- b. As the Operating Railroad on behalf of SBCTA, SCRRA agrees to maintain track, signals, and crossing warning systems on the portion(s) of SBCTA-owned railroad rights of way upon which SCRRA operates Metrolink services or is otherwise subject to Surface Transportation Board jurisdiction (“ENS Signage and Maintenance Services”). SCRRA will post and maintain Emergency Notification Signs (ENS) at all crossings on the out of service areas as required by the Federal Railroad Administration (FRA), CFR Title 49 Part 234. The cost of all maintenance with respect to this Paragraph b incurred by SCRRA upon right of way which SCRRA does not operate Metrolink services will be tracked as a separate re-collectable project and billed separately to SBCTA outside of this MOU. Notwithstanding anything to the contrary in Article IV, SBCTA shall reimburse SCRRA for any maintenance performed pursuant to this paragraph b within 30 days of SBCTA’s approval of a complete invoice. The invoice shall include documentation supporting the costs associated with the request for reimbursement. With respect to the Rialto Subdivision, SCRRA shall not perform any discretionary maintenance without SBCTA’s prior written approval, unless such maintenance is wholly offset by payments from a freight rail operator.
- c. Notwithstanding anything to the contrary in paragraphs a and b, above, or in Article IV, below, SCRRA shall not seek reimbursement from SBCTA to the extent maintenance costs are offset by compensation due to SBCTA but received by SCRRA directly from freight rail operators pursuant to freight rail operator obligations under shared use and/or joint facilities agreements administered by SCRRA on SBCTA’s behalf.
- d. SCRRA agrees to provide contracted law enforcement services for on-board and right-of-way incidents. The contracted law enforcement agency will provide full-

service law enforcement services, which includes Coroner response and administrative support.

- e. The contracted law enforcement agency will provide quarterly updates to the Member Agency Advisory Committee on the activities rendered, specifically types of services and location (including County). Of note, SCRRA currently uses the mile posts to identify where an incident occurs.
- f. SCRRA agrees to provide special train service as included in the BUDGET and will coordinate schedules and service options with Member Agencies.
- g. SCRRA agrees to establish fiscal controls and accounting procedures sufficient to assure proper accounting for all transactions, so that audits may be performed.
- h. SCRRA shall use accounting and fiscal procedures conforming to generally accepted accounting principles (GAAP or GASB).
- i. SCRRA agrees to comply with the requirements of 49 CFR, Part 26, et. seq., and all other FTA Disadvantaged Business Enterprise (DBE) rules, regulations, and policies in carrying out this MOU, and shall implement a stand-alone DBE Program that includes goal setting, outreach, monitoring, and reporting. SCRRA shall create and maintain records of compliance with the DBE obligations in this MOU and provide compliance information to SBCTA upon request.
- j. SCRRA will ensure all federal funding allocated by SBCTA is processed and submitted on behalf of SBCTA to the FTA within the fiscal year allocated by the SBCTA Board of Directors.
- k. SCRRA will provide quarterly reports summarizing annual actual data versus BUDGET to assist in the measurement of performance metrics.
- l. SCRRA agrees to monitor expenditure deadlines for federal and state funding, and notify SBCTA one (1) year in advance of any potential loss of funds due to an inability to expend them by the deadline.
- m. As applicable, SCRRA will prepare and submit all required reports to federal and state agencies in a timely manner, by the due dates established by those agencies, in order to avoid any penalties that could impair funding to SBCTA.
- n. SCRRA will participate in SBCTA's Multimodal Interconnectivity Working Group, which serves as a collaborative environment with Metrolink and local bus operators, who provide feedback and advise on current and future service planning endeavors that focus on enhancing the customer experience through targeting seamless connections and transfer times, schedule modifications, and expansion and identification of relevant grant opportunities, including, but not limited to the following:
 - i. Connecting services, including Arrow service and the future Brightline West and Tunnel to Ontario International Airport (ONT);
 - ii. First/Last Mile Shuttle Pilot Program with Omnitrans to improve transit connections to Metrolink:
 1. SB Connect Shuttle from the San Bernardino – Downtown Station to offices, public services, and the courts, and

2. ONT Connect Shuttle from the Metrolink Rancho Cucamonga Station to Ontario International Airport;
- iii. Tunnel to Ontario International Airport and Brightline West service at Cucamonga Metrolink station;
- iv. San Bernardino Line Lilac to Rancho Double Track Project, or a portion thereof ;
- v. Conversion of Diesel Multiple Units (DMUs) to Zero Emission Multiple Units (ZEMUs); and
- vi. Redlands to Los Angeles Union Station Multiple Unit Implementation Plan

III. OBLIGATIONS AND RESPONSIBILITIES OF SBCTA

- a. SBCTA shall participate in BUDGET development discussions with SCRRA and Member Agencies as part of the Member Agency Advisory Committee (MAAC) and provide feedback and concurrence on proposed annual projects, operations, and anticipated service needs or modifications.
- b. SBCTA shall submit the annual BUDGET request to the SBCTA Board of Directors and provide written concurrence to SCRRA confirming any Board approval, allocation amounts and funding sources.
- c. SBCTA shall provide feedback and coordinate grant efforts on projects, led by SBCTA or SCRRA, that benefit San Bernardino County, where applicable.
- d. SBCTA shall review each SCRRA invoice for State of Good Repair (SGR) and SBCTA-approved New Capital project costs to ensure eligibility for federal reimbursement and provide concurrence to SCRRA for making timely drawdown requests to FTA for eligible expenses following approval of the invoice.
- e. SBCTA shall provide SCRRA with appropriate documentation and other data as needed in coordination of audit activities and similar requests.

IV. INVOICING

- a. SCRRA shall adhere to the following guidelines for invoicing and managing of Operations:
 - i. SCRRA shall only utilize funding for specific line items of the approved Operating BUDGET. Any revisions to specific line items will utilize the BUDGET transfer process as outlined in SCRRA's Board approved Finance Policy 1.2 and shall include concurrence by SBCTA. For any SCRRA spending that will increase the SCRRA-approved Operating BUDGET and require an increase in Member Agency contribution, SCRRA shall obtain SBCTA approval before entering any contractual relationship that may affect SBCTA's obligations, including but not limited to, funding obligations.
 - ii. SCRRA shall obtain written approval from the SBCTA Board of Directors prior to allocating and expending Deferred Revenue funds.
- b. SCRRA shall adhere to the following guidelines for invoicing and managing of New Capital and State of Good Repair (SGR) projects:

- i. SCRRA shall invoice SBCTA on a quarterly basis for reimbursement of eligible expenses by submitting a Quarterly Progress/Expenditure Report. Each invoice and accompanying Quarterly Progress/Expenditure Report shall include sufficient back-up documentation to the project level so that expenses can be tracked on a project-by-project basis. Documentation shall include copies of vendor invoices, material acquired, percent completion, timesheets, and any other documentation justifying payment to SCRRA. For fixed fee contracts, in addition to the above-mentioned documentation, SBCTA requires the milestone schedule, corresponding payment schedule, and a copy of the completed study, if applicable. No retention will be withheld by SBCTA.
- ii. Aggregate invoices provided for under this Section IV shall not exceed the approved total program amount of each year as specified in the annual BUDGET request.
- iii. SCRRA shall invoice SBCTA no more than the total annual approved amounts for New Capital and SGR work, excluding deferred revenue or savings from other projects completed under BUDGET currently in SCRRA's possession, for all outstanding SBCTA programmed authority, including projects programmed in previous periods. Should SCRRA provide sufficient documentation to substantiate a greater cash flow requirement, SBCTA shall review and increase necessary cash flow adjustments that would otherwise prevent SCRRA from implementing SBCTA approved projects, subject to the approval by the SBCTA Board of Directors.
- iv. SCRRA, as designated applicant/recipient of FTA funds, shall comply with all applicable grant agreements and Federal requirements for projects it determines is eligible to receive federal funds.
- v. SCRRA shall be responsible for managing and tracking the BUDGET and payment of eligible costs for projects in accordance with applicable Federal requirements and will retain and provide all required documentation and reports necessary to comply with Federal requirements and requests for information.
- vi. New Capital and State of Good Repair (SGR) funds allocated for each year are subject to lapse and subsequent rescission in future years if not fully expended. Any unexpended funds, excluding funds approved by SBCTA for extension, will be subject to reprogramming by the SBCTA Board of Directors one (1) year prior to potential rescission.
- vii. Final invoices for funds programmed as part of the annual BUDGET must be submitted before the end of the fiscal year on June 30th. Final invoices for period of performance ending June 30th shall be submitted within 90 days. SCRRA shall also submit an invoice estimate for pending invoices with the period of performance ending June 30th within 60 days of the fiscal year.

- viii. SBCTA shall pay invoices within 30 days of receiving a complete invoice with associated back-up documentation from SCRRA.
- ix. SBCTA shall notify SCRRA within 15 days of receipt of an invoice if additional information, back-up documentation or clarification is required before payment can be issued.
- c. Invoices referencing this MOU No. 24-1003060 shall be e-mailed to SBCTA at the following address:
AP@gosbcta.com

V. AUTHORIZED REPRESENTATIVES

- a. The persons signing this MOU represent that they are authorized to execute this MOU on behalf of their respective PARTY, and that, by so executing this MOU, the PARTIES hereto are formally bound to the provisions of this MOU.

VI. INDEMNITY

- a. SCRRA shall indemnify, defend (with legal counsel reasonably approved by SBCTA), and hold harmless SBCTA, its officers, directors, members, employees, contractors and agents from and against any and all claims (including attorney's fees and reasonable expenses for litigation or settlement) for any loss or damages, bodily injuries, including death, worker's compensation subrogation claims, damage to or loss of use of property caused by the negligent acts, omissions or willful misconduct by SCRRA, its officers, directors, employees, contractors or agents in connection with or arising out of the performance of this MOU. Funds required to satisfy this indemnity obligation shall be subject to contribution consistent with SCRRA's Board approved traditional expense allocation methodology.
- b. SBCTA shall indemnify, defend, (with legal counsel reasonably approved by SCRRA) and hold harmless SCRRA, its officers, directors, member agencies, employees, contractors and agents from and against any and all claims (including attorney's fees and reasonable expenses for litigation or settlement) for any loss or damages, bodily injuries, including death, worker's compensation subrogation claims, damage to or loss of use of property caused by the negligent acts, omissions or willful misconduct by SBCTA, its officers, directors, employees, contractors or agents in connection with or arising out of the performance of this MOU.
- c. The indemnification and defense obligations of this MOU shall survive its expiration or termination.

VII. INSURANCE

- a. SCRRA has submitted current fiscal year evidence of insurance to the satisfaction of SBCTA. SCRRA will provide SBCTA with a certificate of insurance annually. SCRRA shall maintain, for the duration of this MOU, current or greater levels of insurance coverage, as approved by SCRRA's Board of Directors from time to time, against claims for injuries to persons, or damages to property, which may arise from or in connection with SCRRA rail operations or construction by the

SCRRA, its agents, representatives, employees, or subcontractors on SBCTA property. If SCRRA proposes to reduce coverage or limits or increase deductibles or self-insured retentions in future fiscal years, then such changes shall only take place upon approval by the Member Agencies. SCRRA contractors shall maintain levels of insurance deemed appropriate by SCRRA; SBCTA shall be covered to the full extent that SCRRA is covered by such policies of insurance, subject to said policies terms and conditions.

VIII. GENERAL PROVISIONS

- a. Modification: The PARTIES may amend this MOU in writing at any time. No amendment shall have any force or effect unless executed in writing by both PARTIES.
- b. Severability: If any term, provision, covenant, or condition of this MOU is held to be invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder of this MOU shall not be affected thereby, and each term, provision, covenant or condition of this MOU shall be valid and enforceable to the fullest extent permitted by law.
- c. Laws and Regulations: SBCTA and SCRRA shall comply with all applicable federal, state, and local laws, statues, ordinances, and regulations of any governmental authority having jurisdiction over the BUDGET or any of the activities funded under the BUDGET.
- d. Force Majeure: Either PARTY shall be excused from performing its obligations under this MOU during the time and to the extent that it is prevented from performing by an unforeseeable cause beyond its control, including but not limited to: any incidence of fire or flood; acts of God; commandeering of material, products, plants or facilities by the federal, state or local government; or national fuel shortage when the excused PARTY gives the other PARTY written notice within forty-eight (48) hours, and provides satisfactory evidence of such cause to the other PARTY, and provided further that such nonperformance is unforeseeable, beyond the control of and not due to the fault or negligence of the PARTY not performing.
- e. Assignment: Neither this MOU, nor any of the PARTIES' rights, obligations, duties, or authority hereunder, may be assigned in whole or in part by either PARTY without the prior written consent of the other PARTY in its sole and absolute discretion. Any such attempt of assignment shall be deemed void and of no force and effect. Consent to one assignment shall not be deemed consent to any subsequent assignment, nor a waiver of any right to consent to such subsequent assignment.
- f. Notices: Any notices, requests or demands made between the PARTIES pursuant to this MOU should be sent via email or hard copy to be directed as follows:

TO SCRRA:	900 Wilshire Blvd, Suite 1500 Los Angeles, CA 90017 Attention: Darren Kettle Chief Executive Officer Email: kettled@scrra.net Telephone: (213) 452-0255
TO SBCTA:	1170 W. 3 RD St, 2 nd Floor San Bernardino, CA 92410 Attention: Raymond W. Wolfe, PhD Executive Director Email: rwolfe@gosbcta.com Telephone: (909) 884-8276

- g. Successors and Assigns: The provisions of this MOU shall bind and inure to the benefit of each of the PARTIES hereto, and all successors or assigns of the PARTIES hereto.
- h. Survival: All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this MOU, including, but not limited to, the indemnification, reporting, auditing, repayment of improperly expended funds, and records maintenance obligations, shall survive any such expiration or termination.
- i. SBCTA and SCRRA agree that PARTIES will at all times comply with provisions of the JPA as amended and as it may be amended in the future by SBCTA and the other Member Agencies. Nothing in this MOU is intended to amend or supersede any provisions of the JPA, and in the event of any conflict between the JPA and this MOU, the JPA shall take precedence.
- j. Signatures: A manually signed copy of this MOU which is transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this MOU for all purposes. This MOU may be signed using an electronic signature.
- k. Recitals: The RECITALS to this Agreement are hereby incorporated into and made a part hereof as though fully set forth herein.

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

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

IN WITNESS WHEREOF, the PARTIES hereto have caused this MOU to be entered into as of the date set forth above.

SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

By: _____
Darren Kettle
CEO, SCRRA

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

Date: _____

Date: _____

Approved as to form:

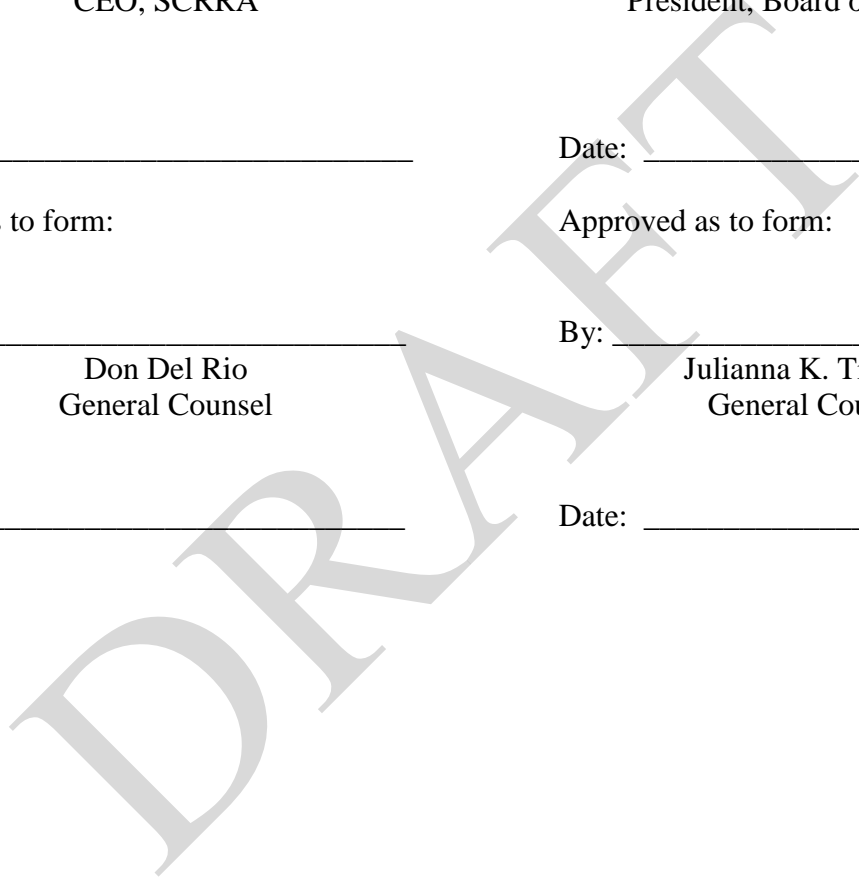
Approved as to form:

By: _____
Don Del Rio
General Counsel

By: _____
Julianna K. Tillquist
General Counsel

Date: _____

Date: _____



Attachment: SBCTA-SCRRA MOU No. 24-1003060 Annual Funding Allocations_SBCTA_Final (10455 : MOU No. 24-1003060 with SCRRA to

EXHIBIT A

**FISCAL YEAR 2023/2024 BUDGET FOR METROLINK
SERVICE**

ORIGINAL AND AMENDMENT

Attachment: SBCTA-SCRRRA MOU No. 24-1003060 Annual Funding Allocations_ Exhibit A (10455 : MOU No. 24-1003060 with SCRRRA to

Minute Action

AGENDA ITEM: 19

Date: June 7, 2023

Subject:

Southern California Regional Rail Authority Preliminary Budget Request for Fiscal Year 2023/2024 for Metrolink Service

Recommendation:

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

A. Approve the Southern California Regional Rail Authority (SCRRA) Preliminary Budget Request for Fiscal Year (FY) 2023/2024, with a total SBCTA annual subsidy totaling ~~\$47,317,986~~ **\$46,859,778** for: Operating assistance in the amount of ~~\$29,264,114~~ **\$28,892,306**, State of Good Repair (formerly referred to as Rehabilitation) assistance in the amount of \$15,050,752, and New Capital assistance in the amount of ~~\$3,003,120~~ **\$2,916,720**.

B. Approve the SCRRA Fiscal Year 2023/2024 Working Capital Long Term Loan Request in the amount of \$5,330,000, contingent on the development and subsequent approval of an associated policy by the SCRRA Board of Directors and concurrence from all five Member Agencies.

C. Approve the funding allocations to support funding for Recommendation A, totaling ~~\$47,317,986~~ **\$46,859,778**, to fund SBCTA's annual subsidy of the FY 2023/2024 Budget: ~~\$29,264,114~~ **\$28,892,306** of Valley Local Transportation Funds (LTF), ~~\$2,198,902~~ **\$2,112,502** of State Transit Assistance-Operator (STA-Op) funds, \$15,559,586 of Federal Transit Administration, Section 5337 funds, and \$295,384 of Senate Bill 1 State of Good Repair-Operator (SB1 SGR-Op) funds.

D. Approve the funding allocation to support funding for Recommendation B, totaling \$5,330,000 of Valley LTF to fund SBCTA's share of the FY 2023/2024 Working Capital Long Term Loan.

E. Approve a budget amendment to the Fiscal Year 2023/2024 Budget, Task No. 0314 Transit Operations, by ~~\$4,264,114~~ **\$3,892,306** in Valley LTF and by ~~\$2,198,902~~ **\$2,112,502** in STA-Op funds for a total net increase of ~~\$6,463,016~~ **\$6,004,808**.

F. Approve replacing \$495,652 of STA-Op funding, previously budgeted and allocated as part of the FY 2018/2019 Budget, with \$495,652 of SB1 SGR-Op funds, for a no-net increase for that fiscal year.

Background:

The Southern California Regional Rail Authority (SCRRA) Joint Powers Authority (JPA), requires a preliminary budget to be presented to the member agencies by May 1st of each year. Adoption of the final SCRRA budget by the SCRRA Board of Directors (Board) is contingent upon each of the five member agencies approving their financial contribution for the fiscal year. The five member agencies include San Bernardino County Transportation Authority (SBCTA), Los Angeles County Metropolitan Transportation Authority (Metro), Orange County Transportation Authority (OCTA), Riverside County Transportation Commission (RCTC), and Ventura County Transportation Commission (VCTC). Formal development of the Fiscal Year

(FY) 2023/2024 Budget began in early 2023, with budget development updates presented to the SCRRA Member Agency Advisory Committee (MAAC) in March and April 2023.

There are two key funding sources for the operating budget: 1) fare revenue from riders; and 2) corresponding subsidies from member agencies. The designation of the novel coronavirus (COVID-19) as a pandemic by the World Health Organization and subsequent national, state and local declarations of emergency in March 2020, led to a precipitous decline in ridership in response to health guidelines and have continued beyond initial expectations, including telework as an ongoing form of work, recovering office occupancy rates, and overall shift in demand. While many companies have lifted stay-at-home orders and federal and state mandates related to social distancing and wearing of masks have been lifted, ridership and subsequent fare revenues have continued to perform under budget. As a result, the impact of COVID-19 has significantly disrupted the budget process and impeded SCRRA's ability to transmit a completed Proposed FY 2023/2024 Budget by the deadline prescribed by the JPA.

On April 28, 2023, the SCRRA Board of Directors approved the deferral of the FY 2023/2024 Budget transmittal to May 26, 2023 to allow for additional time to complete development and respond to all Member Agency questions and comments. ~~As the FY 2023/2024 Budget has not yet been formally transmitted to the Member Agencies at the time of this item presentation, it should be noted that the Budget presented today is a draft and will not be considered final until formally approved by all five (5) Member Agencies. Any modifications of the final approved FY 2023/2024 Budget will be noted and presented to the SBCTA Board of Directors.~~ **At the time the FY 2023/2024 Preliminary Budget Request for Metrolink Service was presented to the SBCTA Transit Committee, on May 11, 2023, the FY 2023/2024 Budget had not yet been formally transmitted to the Member Agencies. However, on May 12, 2023, SCRRA staff presented the FY 2023/2024 Preliminary Budget Request to its Audit and Finance Committee, which included slight modifications to the Operations and New Capital budgets that decreased SBCTA's subsidy amounts originally presented to the SBCTA Transit Committee by \$371,808 and \$86,400, respectively. These changes have been updated in this item, including the PowerPoint presentation, all tables and figures, as well as attachments to the SBCTA Board.**

The first budget update presented to SBCTA, at the staff level, was at a scheduled one-on-one meeting between SBCTA and SCRRA on March 23, 2023, followed by an updated presentation to the scheduled Member Agency Advisory Committee (MAAC) on April 6, 2023. The Operations staff was provided with a preliminary FY 2023/2024 system-wide operating statement that included estimated fare revenue and total expenses for FY 2023/2024. For the FY 2023/2024 State of Good Repair (SGR) and New Capital, staff was provided with a proposed list of projects, which included the description and cost for each project, and allowed for a period of review and comment by each Member Agency. SCRRA staff responded to questions and comments received from Member Agencies throughout the month of April.

Year-to-Date for the eight months ended February 2023, system-wide revenue recovery was budgeted at 59 percent, while the actual recovery is 40 percent. This variance creates a fare box revenue shortfall from the budget of \$9.5 million. In Table 1 on the following page, the chart shows the percent of the total fare box revenue contributed by each of the Operating Lines through February, and the percentage by which each line deviates from the budget.

Table 1. FY 23 Budget vs Actual Fare box Revenue by Line

Year to Date through FEB 2023							
LINE	BUDGET	% of Total Budgeted Revenue	ACTUAL	% of Total Actual Revenue	VARIANCE FAV/(UNFAV)	% Variance from Budget	
San Bernardino County	\$ 8,393,061	28%	\$ 5,722,002	28%	\$ (2,671,059)	-32%	
Ventura County	1,811,772	6%	1,469,218	7%	(342,554)	-19%	
Antelope Valley	4,972,607	17%	3,261,730	16%	(1,710,877)	-34%	
Riverside County	1,820,410	6%	1,393,319	7%	(427,091)	-23%	
Orange County	5,729,776	19%	4,603,024	23%	(1,126,752)	-20%	
Inland-Empire/OC	4,067,895	14%	1,985,791	10%	(2,082,104)	-51%	
91 Line	3,104,544	10%	1,947,826	10%	(1,156,718)	-37%	
TOTAL	\$ 29,900,065	100%	\$ 20,382,909	100%	\$ (9,517,155)	-32%	

Year-to-Date system-wide ridership was forecasted at a recovery of 58 percent, while actual ridership recovery is 42 percent. Table 2 below, displays the percent of the total ridership carried by each line through February 2023, and the percentage by which each line deviates from the forecast.

Table 2. FY23 Forecast vs Actual Ridership by Line

Year to Date through FEB 2023						
LINE	Forecasted Boardings	% of Forecasted Boardings	ACTUAL Boardings	% of Total Actual Boardings	VARIANCE FAV/(UNFAV)	% Variance from Budget
San Bernardino County	1,426,186	31%	1,016,259	31%	(409,927)	-29%
Ventura County	283,093	6%	259,247	8%	(23,846)	-8%
Antelope Valley	839,760	18%	553,828	17%	(285,932)	-34%
Riverside County	233,490	5%	167,075	5%	(66,415)	-28%
Orange County	794,871	17%	639,234	19%	(155,636)	-20%
Inland-Empire/OC	605,844	13%	356,723	11%	(249,120)	-41%
91 Line	401,811	9%	301,331	9%	(100,480)	-25%
TOTAL	4,585,054	100%	3,293,697	100%	(1,291,357)	-28%

In response to the effects of the COVID-19 pandemic, and related decline in Metrolink ridership, as well as ongoing delay between projected recovery in the November 2021 analysis and actual ridership, SCRRA worked with third-party consultants, KPMG and Sperry Capital, to develop a new forecast for FY 2022/2023 through FY 2026/2027 (Ridership and Revenue Forecast FY 2022/2023 – FY 2026/2027). This allows SCRRA to better reflect ridership recovery and anticipate revenue for future budget developments, beginning with this FY 2023/2024 Preliminary Budget. This forecast included the development of three scenarios: High, Medium and Low growth scenarios. The results of this forecast were presented to the SCRRA Board of Directors on February 24, 2023, where the Board unanimously adopted the use of the Low Growth Scenario for the FY 2023/2024 Budget. Figure 1 and Table 3 on the following page, shows a high-level overview of the three growth scenarios and how they compared to the November 2021 forecast.

Figure 1. Ridership Recovery Scenario Comparison

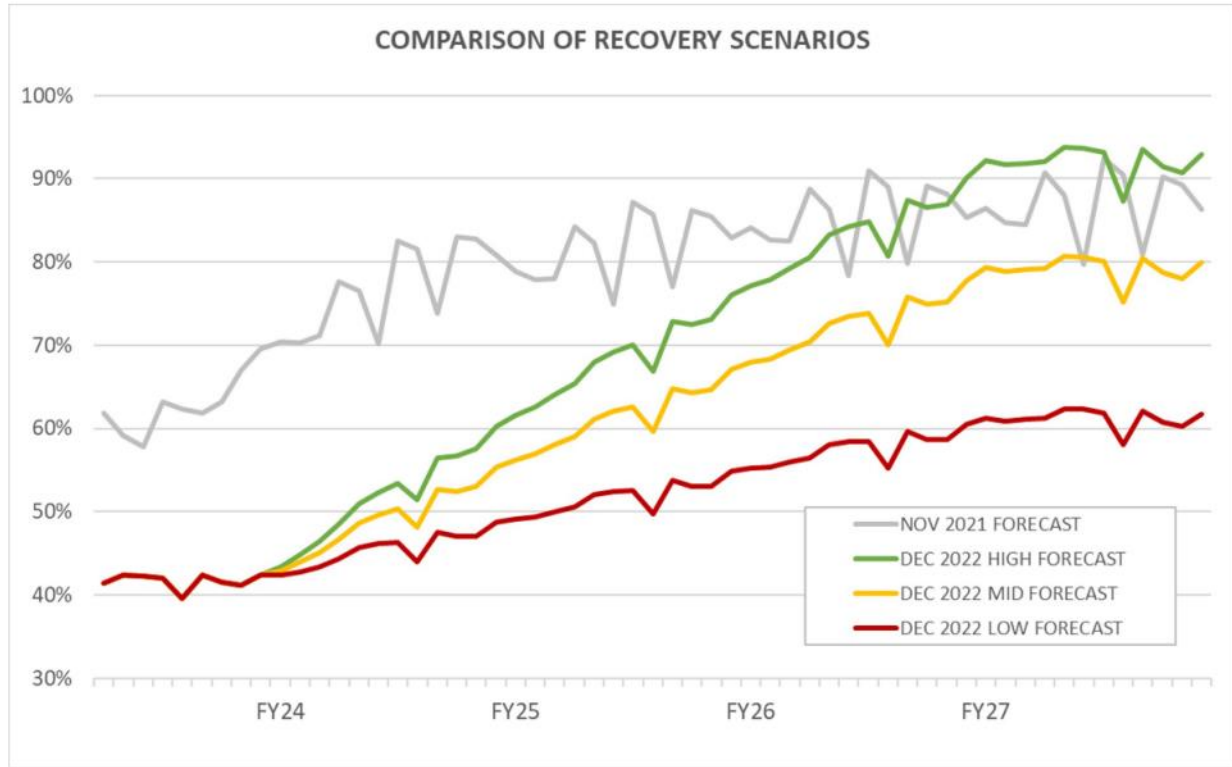


Table 3. Ridership Recovery Scenario Percentage Comparison

Scenario	FY24	FY25	FY26	FY27
High Growth	52%	69%	83%	92%
Medium Growth	49%	61%	72%	79%
Low Growth	45%	52%	58%	61%
Nov 2021 Forecast	77%	82%	85%	87%

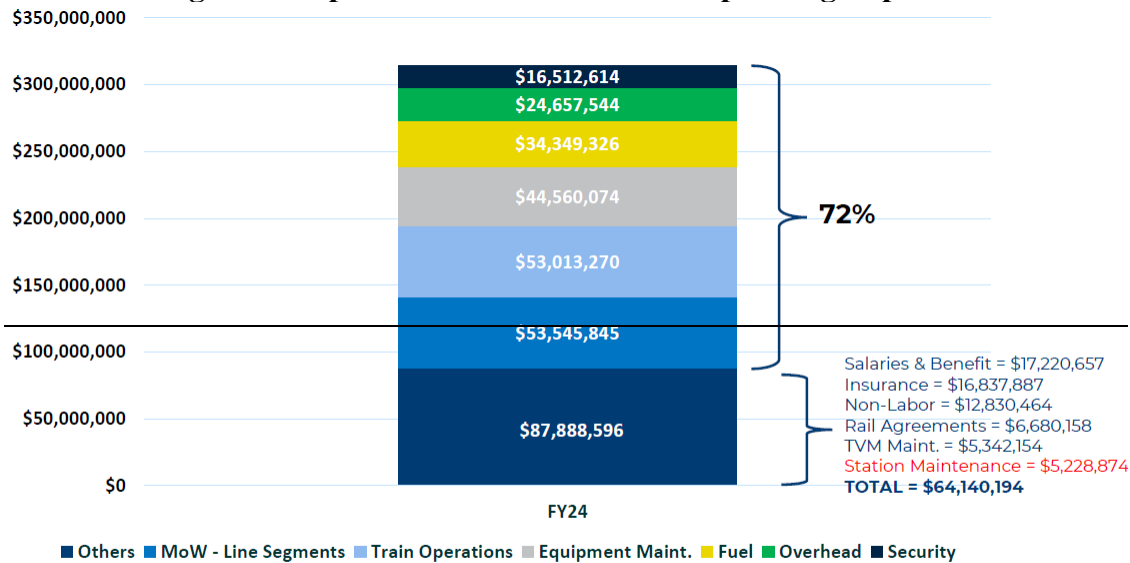
Under the Low Growth Scenario, ridership is anticipated to be 45 percent of its pre-pandemic ridership by the end of this FY, with 61 percent anticipated by FY 2026/2027. At the time of this report, ridership recovery has consistently hovered between 40-43 percent since June 2022. The FY 2023/2024 Preliminary Budget Request assumes full service restoration before the end of the FY. Ridership will continue to be closely monitored and any change to service levels will be based on load factors and ridership.

Although SCRRA has deferred the formal approval and transmittal of the Preliminary FY 2023/2024 Budget, Member Agencies have been provided with the proposed Capital, SGR (formerly referred to as Rehabilitation) and Operating costs. The proposed costs and the intended request is attached hereto as the presentation in Attachment A and includes new budgetary authority of approximately ~~\$480.5 million~~ **\$453.5 million**. The proposed budget consists of

operating budget authority of approximately **\$303 million requiring a subsidy of \$260.4 million** ~~\$250.7 million~~, an increase compared to the FY 2022/2023 Adopted Budget, which was \$230 million. The Capital Program authority totals approximately ~~\$170.16 million~~ **\$150.1 million**, an increase compared to the FY 2022/2023 Adopted Budget of ~~\$106.6 million~~ **\$50.7 million**. The SGR Program has been reduced to include critical and high priority needs; maintenance of the equipment and infrastructure in a state of good repair is the focus. SCRRRA is requesting SBCTA to provide the following subsidy amounts; ~~\$29,264,114~~ **\$28,892,306** for Operating, \$15,050,752 for SGR Projects, ~~\$3,003,120~~ **\$2,916,720** for New Capital Projects, which focuses on facilities, rolling stock, information technology, and business systems, as well as \$5,330,000 Working Capital Long Term Loan, a first of its kind request as part of the annual preliminary budget request. The fund sources are identified in Recommendations C and D.

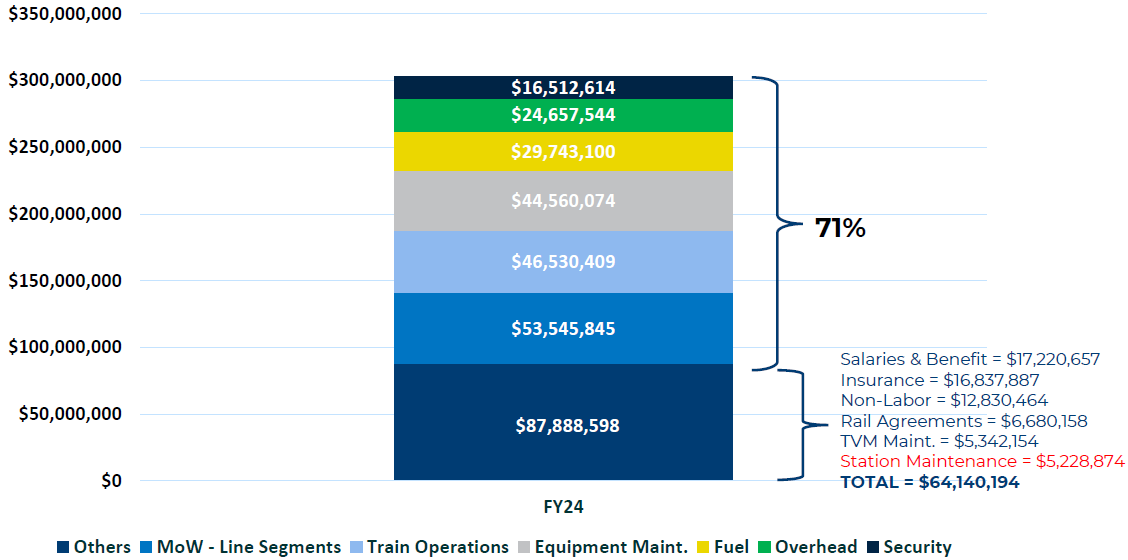
SBCTA’s share of the FY 2023/2024 operations subsidy increased by ~~\$4,039,371~~ **\$3,667,563** from the FY 2022/2023 Adopted Budget, or ~~16 percent~~ **14.5 percent**, which is largely driven by the decrease in projected fare box revenues, as well as other key factors, such as an increase in several other key categories of the budget. The total FY 2023/2024 Operating Expenses for these categories are approximately \$87.9 million in rail agreements, station and ticket vending device maintenance, salaries and benefits, and insurance; \$53.6 million in maintenance-of-way; ~~\$53 million~~ **\$46.5 million** in train operations; \$44.6 million in equipment maintenance; and a combined ~~\$76.6 million~~ **\$70.9 million** for the cost of fuel, overhead, and security. **Revised Figure 2 below on the following page provides a breakdown of these costs. Additionally, Attachments B through E provided more details on individual operating cost line items, the cost by line and per Member Agency, historical and actual operating costs, as well as forecasted operating costs through FY 2026/2027.**

Figure 2. Top Drivers of FY 2023/2024 Operating Expenses



- Note:
- MoW – Line Segments = Tracks & Signals and Structures
 - Station Maintenance increase driven by CAM Union Station annual increase

(Revised below) Figure 2. Top Drivers of FY 2023/2024 Operating Expenses



Note:
 • MoW – Line Segments = Tracks & Signals and Structures
 • Station Maintenance increase driven by CAM Union Station annual increase

This operating budget request includes the FY 2023/2024 funding needed to continue the Metrolink San Bernardino Line Fare Discount Program, which has been ongoing since July 2018. It should be noted that the total operating assistance allocation requested in Recommendation A does not include operational expenses for Arrow Service. The FY 2023/2024 Preliminary Budget Request for Arrow Service will be presented as a separate item. SBCTA originally budgeted \$25 million to accommodate the potential FY 2023/2024 operating budget during the annual budgeting process. With the latest operating subsidy increase, the budget amendment identified in Recommendation E will provide SBCTA the financial capacity to support SBCTA’s subsidy share.

SCRRA has provided a cash flow for the SGR Program and the New Capital Program over the next four fiscal years in the Proposed FY 2023/2024 Budget. The combined request reflects an increase of ~~60 percent~~ **43 percent** in SBCTA’s share as compared to the FY 2022/2023 Adopted Budget. The SGR Program allows for the railroad to be maintained in a state of good repair, including track and structure projects, systems, rolling stock, and facilities improvements. Projects are prioritized and optimized to address the most pressing system-wide rehabilitation needs. The FY 2023/2024 SGR proposed amount of approximately \$149.3 million, of which \$15.1 million is SBCTA’s share, does not include drawdown on the existing SGR backlog, as identified in the Metrolink Rehabilitation Plan (MRP), which was developed in 2018 by SCRRA staff and is regularly updated based on need and data identified in the subsequent SGR Financial Plan, developed in 2021 by SCRRA staff. The objective of the program is to rehabilitate and replace the most critical priorities of aging track, railroad structures, vehicles, and facilities currently in use by Metrolink’s daily commuter rail service, Amtrak service, other railroad partner services and to maintain on-time service. This plan identified a substantial backlog of rehabilitation needs, the current backlog amount is approximately \$600 million and has an on-going annual need of \$96.1 million in 2023 dollars.

Attachment: SBCTA-SCRRA MOU No. 24-1003060 Annual Funding Allocations_ Exhibit A (10455 : MOU No. 24-1003060 with SCRRA to

These numbers have not yet been broken down by Member Agency; however, the 2018 MRP shows SBCTA’s share of the backlog at an estimated \$70 million with the annual need estimated at \$12.1 million in 2021 dollars; these figures will be increased according to the SGR Financial Plan. With the approval of Senate Bill 1 (SB1), SCRRRA directly receives approximately \$295,000 annually from SB1 State of Good Repair-Operator Share (SGR-Op) funds, plus SBCTA receives approximately \$2.4 million of SB1 SGR-Population Share funding that is programmed for both bus and rail needs based on need and project eligibility to Valley-area projects, and could be used to help fund the backlog. This is in addition to an estimated \$15 million apportionment of Federal Transit Administration Section 5337 funds that SBCTA receives annually for Valley-area rail rehabilitation needs. The cash flow for State of Good Repair requests over the next four years is shown in Table 4 below; however, SBCTA would be committing the full four-year funding up front with this proposed subsidy allocation. A detailed list of SGR projects is available by Member Agency and by line in ~~Attachment B~~ Attachment F.

~~Table 4. SGR Cash Flow for FY 2023/2024 through FY 2026/2027~~

Cash Basis	METRO	OCTA	RCTC	SBCTA	VCTC	OTHER	TOTAL
FY24 State of Good Repair	\$85.6M	\$25.2M	\$13.2M	\$14.8M	\$8.8M	\$0.0M	\$147.6M
	CASH OUTLAY						
2023-24	\$4.3M	\$1.3M	\$0.7M	\$0.7M	\$0.4M	\$0.0M	\$7.4M
2024-25	\$30.0M	\$8.8M	\$4.6M	\$5.2M	\$3.1M	\$0.0M	\$51.7M
2025-26	\$25.7M	\$7.6M	\$4.0M	\$4.4M	\$2.7M	\$0.0M	\$44.3M
2026-27	\$25.7M	\$7.6M	\$4.0M	\$4.4M	\$2.7M	\$0.0M	\$44.3M
Totals	\$85.6M	\$25.2M	\$13.2M	\$14.8M	\$8.8M	\$0.0M	\$147.6M

Note: Numbers may not foot due to rounding

(Revised) Table 4. SGR Cash Flow for FY 2023/2024 through FY 2026/2027

Cash Basis	METRO	OCTA	RCTC	SBCTA	VCTC	OTHER	TOTAL
FY24 State of Good Repair	\$63.4M	\$25.5M	\$13.4M	\$15.1M	\$12.5M	\$0.0M	\$129.8M
	CASH OUTLAY						
2023-24	\$3.2M	\$1.3M	\$0.7M	\$0.8M	\$0.6M	\$0.0M	\$6.5M
2024-25	\$22.2M	\$8.9M	\$4.7M	\$5.3M	\$4.4M	\$0.0M	\$45.4M
2025-26	\$19.0M	\$7.7M	\$4.0M	\$4.5M	\$3.7M	\$0.0M	\$38.9M
2026-27	\$19.0M	\$7.7M	\$4.0M	\$4.5M	\$3.7M	\$0.0M	\$38.9M
Totals	\$63.4M	\$25.5M	\$13.4M	\$15.1M	\$12.5M	\$0.0M	\$129.8M

Note: Numbers may not foot due to rounding

The New Capital authorization request for FY 2023/2024 was identified as necessary for safe and efficient rail operations. The proposed projects total approximately ~~\$20.86 million~~ **\$20.3 million**, of which approximately ~~\$3 million~~ **\$2.9 million** is SBCTA’s share. A listing of the individual projects, their location and description are provided in ~~Attachment C~~ **Attachment G. Revised Table 5 below on the following page** shows the cash flow of New Capital projects over the next four years.

Table 5. New Capital Cash Flow for FY 2023/2024 through FY 2026/2027

Cash Basis							
	METRO	OCTA	RCTC	SBCTA	VCTC	OTHER	TOTAL
FY24 New Capital	\$9.9M	\$4.1M	\$2.3M	\$3.0M	\$1.5M	\$0.0M	\$20.9M
CASH OUTLAY							
2023-24	\$0.5M	\$0.2M	\$0.1M	\$0.2M	\$0.1M	\$0.0M	\$1.0M
2024-25	\$3.5M	\$1.4M	\$0.8M	\$1.1M	\$0.5M	\$0.0M	\$7.3M
2025-26	\$3.0M	\$1.2M	\$0.7M	\$0.9M	\$0.5M	\$0.0M	\$6.3M
2026-27	\$3.0M	\$1.2M	\$0.7M	\$0.9M	\$0.5M	\$0.0M	\$6.3M
Totals	\$9.9M	\$4.1M	\$2.3M	\$3.0M	\$1.5M	\$0.0M	\$20.9M

(Revised below) Table 5. New Capital Cash Flow for FY 2023/2024 through FY 2026/2027

Cash Basis							
	METRO	OCTA	RCTC	SBCTA	VCTC	OTHER	TOTAL
FY24 New Capital	\$9.6M	\$4.0M	\$2.2M	\$2.9M	\$1.5M	\$0.0M	\$20.3M
CASH OUTLAY							
2023-24	\$0.5M	\$0.2M	\$0.1M	\$0.1M	\$0.1M	\$0.0M	\$1.0M
2024-25	\$3.4M	\$1.4M	\$0.8M	\$1.0M	\$0.5M	\$0.0M	\$7.1M
2025-26	\$2.9M	\$1.2M	\$0.7M	\$0.9M	\$0.4M	\$0.0M	\$6.1M
2026-27	\$2.9M	\$1.2M	\$0.7M	\$0.9M	\$0.4M	\$0.0M	\$6.1M
Totals	\$9.6M	\$4.0M	\$2.2M	\$2.9M	\$1.5M	\$0.0M	\$20.3M

Note: Numbers may not foot due to rounding

Completion of the FY 2023/2024 Proposed SGR and New Capital Program projects are multi-year in nature. As such, the funding for the Proposed FY 2023/2024 Budget may be viewed as each having a four-year funding commitment, which would have the estimated cash flow impact over the subsequent fiscal years; however, SBCTA would be committing the full four-year funding up front with this proposed subsidy allocation.

As part of the FY 2023/2024 Preliminary Budget Request, SCRRA is requesting a Working Capital Long Term Loan in the amount of \$50 million, allocated by Member Agency based on track miles owned, making SBCTA's share \$5,330,000. The goal of this request is two-fold: 1) to use as a cash flow mechanism for SGR and New Capital Projects that are grant based; and 2) to serve as a cash flow reserve, as required by the SCRRA Board of Directors. Cash flow for these types of projects are challenging due to the timing of grant reimbursement, which averages 4.5 months and the risk of delaying projects without having adequate cash on hand to move projects forward. Historically, SCRRA has utilized operating funds to support such projects, which is neither standard, nor best practice. To improve business practices and remain in compliance with SCRRA Board-required cash reserves, SCRRA is requesting this Working Capital Long Term Loan as a more sustainable cash flow mechanism. While SBCTA

acknowledges SCRRA's cash flow challenges and agrees with the need for a separate fund source with which to advance projects forward, staff believes this request warrants a policy-level discussion by the SCRRA Board before approval and disbursement by Member Agencies. As these funds are intended to be an ongoing request as part of the annual budget process, a policy is necessary to formally define the need as part of the formal budget process, including the handling and use, tracking and reporting requirements to Member Agencies, determine how these funds are to be replenished and/or repaid, as well as internal controls and improvements to be made by SCRRA, such as invoicing practices, to address cash flow challenges on their end. As such, staff recommends that the Working Capital Long Term Loan request be approved contingent upon the development and approval of the SCRRA Board, as well as concurrence by the Member Agencies.

Due to the existing cost sharing formulas used by SCRRA, which distributes costs amongst the Member Agencies for system-wide and San Bernardino Line expenses, the full transmittal of SBCTA's allocation for Operating, SGR and New Capital Programs, as well as Working Capital Long Term Loan is contingent upon each of the five Member Agencies approving their full financial contribution, as part of SCRRA's FY 2023/2024 Preliminary Budget Request, as well as adoption by the SCRRA Board on ~~May 27, 2022~~ **May 26, 2023**.

As part of the FY 2021/2022 SCRRA allocation, the Board approved the replacement of \$495,652 of SB1 SGR-Op funds that were previously allocated as part of the FY 2018/2019 Budget with State Transit Assistance-Operator Share funds for rehabilitation projects that were delayed due to impacts of COVID-19 and to prevent the lapsing of funds. SCRRA has been able to make progress on the rehabilitation projects, removing the risk of lapsing funds. Recommendation E would reinstate the original allocation of SB1 SGR-Op funds for the FY 2018/2019 Budget.

Financial Impact:

This item has no financial impact on the Fiscal Year 2022/2023 Budget but requires a FY 2023/2024 Budget Amendment, increasing Task No. 0314, Transit Operations, by \$3,892,306 in Valley Local Transportation Funds (1040) and by \$2,112,502 in State Transit Assistance - Operator Share funds (1050).

Reviewed By:

This item was reviewed and unanimously recommended for approval by the Transit Committee on May 11, 2023.

Responsible Staff:

Rebekah Soto, Multimodal Mobility Programs Administrator

RESULT: APPROVED [UNANIMOUS]
MOVER: Deborah Robertson, City of Rialto
SECONDER: Daniel Ramos, City of Adelanto
AYES: Ramos, Bishop, Courtney, Ulloa, Marquez, Navarro, Rodriguez-Robles, Dutrey, Jernigan, Michael, Robertson, Tran, Klink, Zuniga, Jones, Duncan, Cook, Hagman, Baca Jr., Putz (Alt.), Bennington (Alt.), Lilburn (Alt.), Jindal (Alt.), Saucedo (Alt.)
ABSENT: Warren, Wapner, Denison, Armendarez, Rowe

Approved
Board of Directors
Date: June 7, 2023

Witnessed By:

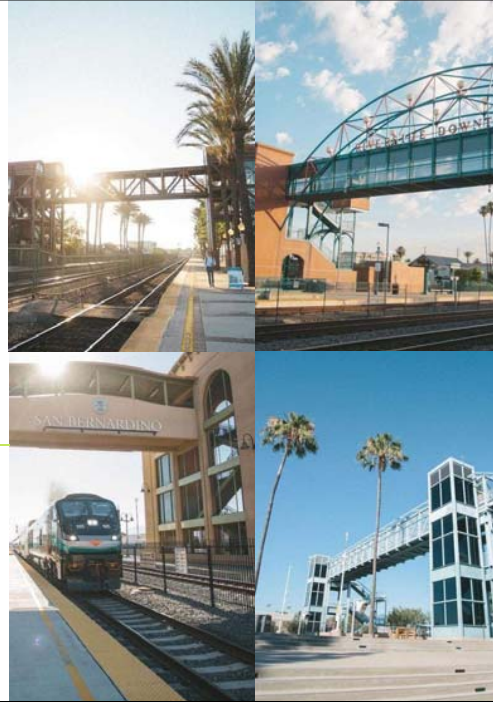

Marleana Roman, Clerk of the Board 06/07/2023

Attachment: SBCTA-SCRRRA MOU No. 24-1003060 Annual Funding Allocations_ Exhibit A (10455 : MOU No. 24-1003060 with SCRRRA to

FINAL - CURRENT

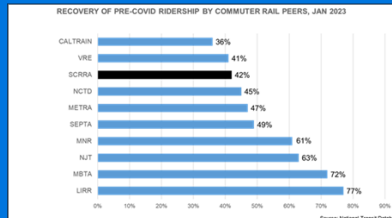
**Proposed FY24
Operations & Capital
Budgets**

May 10, 2023



Transit Industry Ridership Woes

- BART ridership recovery at ~37%, projects they will not reach 70% of pre-COVID ridership for 10 years.
- METRA ridership fell 97% with COVID "Stay At Home Orders". Recovered 47% pre-COVID weekday ridership.
- SEPTA ridership recovery at ~49%.
- MBTA ridership recovery at ~72%.
- CALTRAIN ridership recovery at ~36%.





Financial Challenges Ahead

- Regional / Commuter ridership continues to lag pre-COVID numbers.
 - Lower Ridership = Lower Revenue.
- Communications technology has enabled more workers to perform their daily jobs from home or other remote locations.
- Demand for peak period commuting is evolving.
- Metrolink Federal Relief funds have been exhausted in FY23.
- Majority of the Operational costs are fixed.
- Financial Challenges are placing a Burden on Member Agencies.
- Metrolink's, like other transit agencies, fiscal cliff is looming.



FY24 Budget Assumptions

Service Level:

- Current Service Level
- Full Codeshare (Pending Rail-2-Rail Agreement with LOSSAN)
- Arrow Service is a Separate Budget

Revenue: (Revenue Constraints)

- Revenue / Ridership based on Sperry Capital / KPMG Low Forecast Scenario
- No Fare Increases
- New Fare Promotions

Expenses:

- Contractor Increases only as Mandated by Agreements
- No New FTE Headcount
- 5.0% Merit Pool (No COLA)

Reporting:

- Monthly
- Formal Mid-Year Budget Review
- Arrow Service Monthly Budget & Revenue / Ridership

Efficiency Actions & Growing Ridership

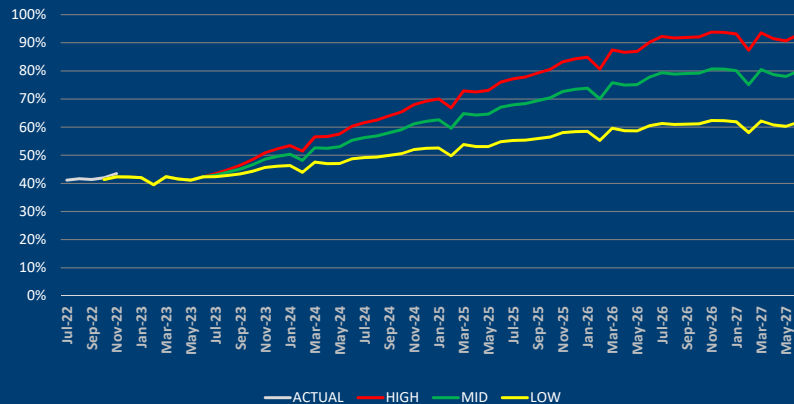
Progress – Results Due Spring 2023

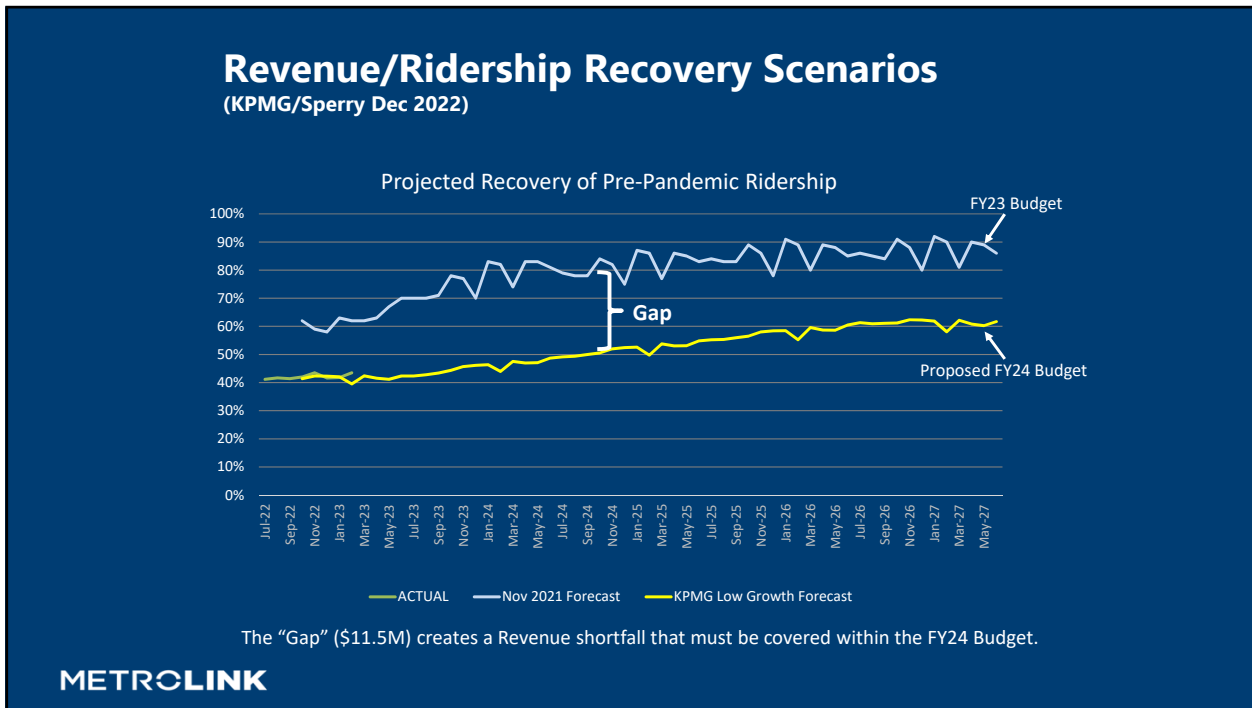
- Metrolink has retained an outside consultant to provide optimizations for train crews and equipment usage. The results are intended to accomplish the following:
 - Optimize current stations pairs and identify new potential station
 - Model and cost peak-hour, off-peak and reverse-peak trains to be used to establish a performance evaluation model/matrix to aid in optimizing ongoing services.
- Schedule Integration Study
 - Collaborating with LOSSAN to optimize distribution of trains across travel hours
- Potential Rider Study
 - Focus Group to Encourage Non-Commuters usage
- Fuel Efficiency Study / Pilot Implementation Program

Ridership Recovery Scenarios


(KPMG/Sperry Dec 2022)

Projected Recovery of Pre-Pandemic Ridership






Attachment: SBCTA-SCRRA MOU No. 24-1003060 Annual Funding Allocations_ Exhibit A (10455 : MOU No. 24-1003060 with SCRRA to

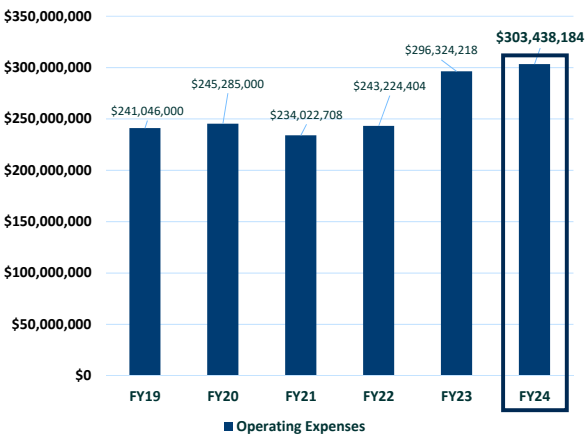


Proposed FY24 Operating Budget Overview

- Operating Revenue - **\$52.8M**
 - Decrease from FY23 of **\$13.7M** or **20.7%**
- Total Expenses - **\$303.4M**
 - Increase from FY23 of **\$7.1M** or **2.4%**
- Member Agency Support - **\$250.7M**
 - Increase from FY23 of **\$20.9M** or **9.1%**
- Working Capital - **\$50.0M**
 - New request to address Cashflow Challenges



Operating Expenses FY19 – FY24

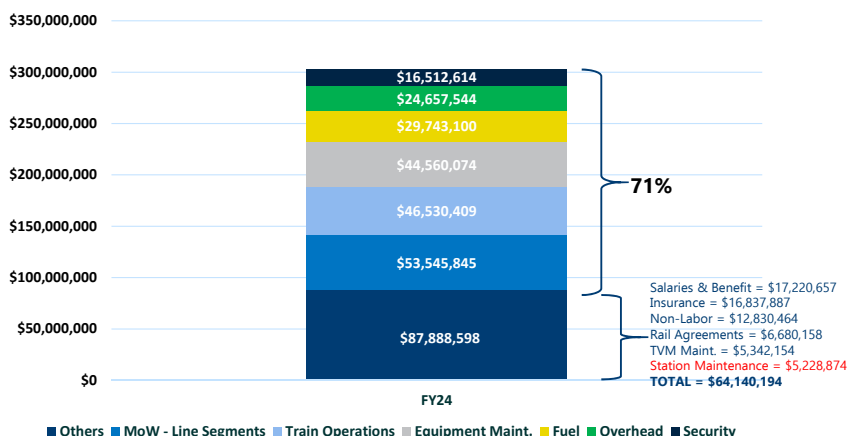


Fiscal Year	Operating Expenses
FY19	\$241,046,000
FY20	\$245,285,000
FY21	\$234,022,708
FY22	\$243,224,404
FY23	\$296,324,218
FY24	\$303,438,184

Notes:

- FY19, FY20, FY21, & FY22 Actuals
- FY23 & FY24 Budgets not Actuals

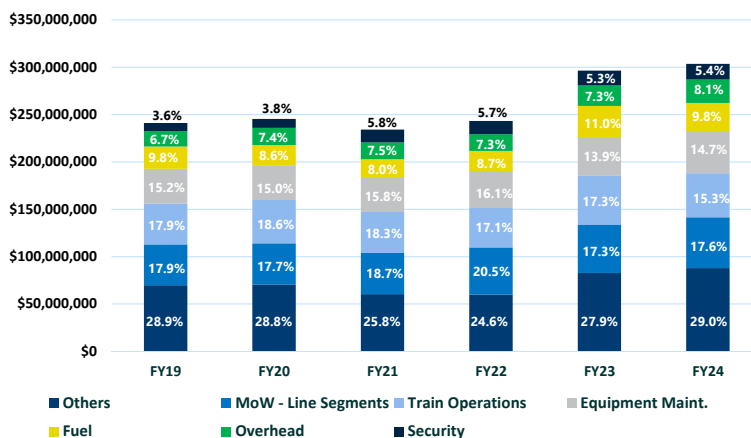
Top Drivers of \$303.4M Operating Expenses - FY24



Note:
 • MoW – Line Segments = Tracks & Signals and Structures
 • Station Maintenance increase driven by CAM Union Station annual increase



Top Drivers of Operating Expenses FY19 - FY24

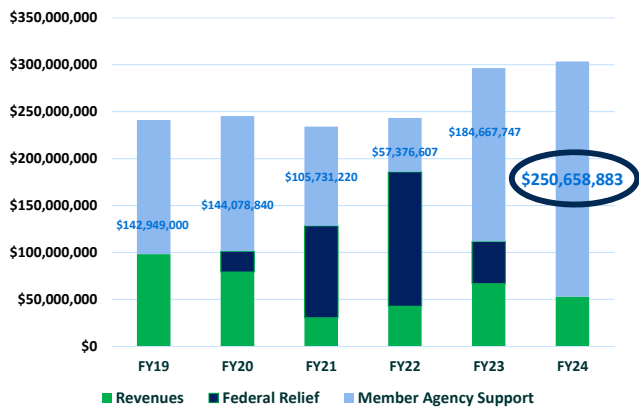


Notes:
 • MoW – Line Segments = Tracks & Signals and Structures
 • % - Represents % of Total Operating Expense
 • FY19, FY20, FY21, & FY22 Actuals
 • FY23 & FY24 Budgets not Actuals



Attachment: SBCTA-SCRRRA MOU No. 24-1003060 Annual Funding Allocations_ Exhibit A (10455 : MOU No. 24-1003060 with SCRRRA to

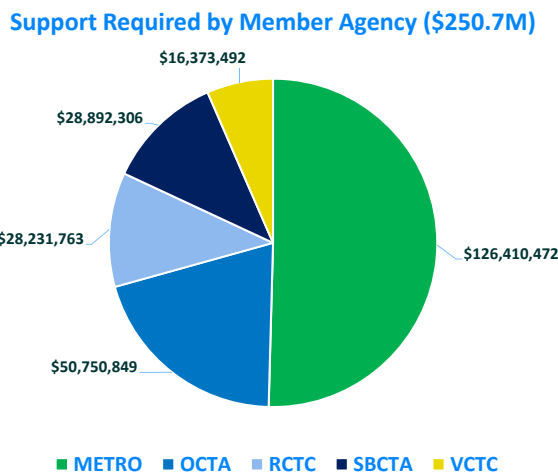
Operating Expenses Funding Sources FY19 – FY24



Notes:
 • FY19, FY20, FY21, & FY22 Actuals
 • FY23 & FY24 Budgets not Actuals

METROLINK

Proposed FY24 Operating Support Required by Member Agency



Notes:
 • Total does not include "Working Capital" request

METROLINK

Attachment: SBCTA-SCRRRA MOU No. 24-1003060 Annual Funding Allocations_ Exhibit A (10455 : MOU No. 24-1003060 with SCRRRA to



**Proposed
FY24
Capital
Budget**

METROLINK

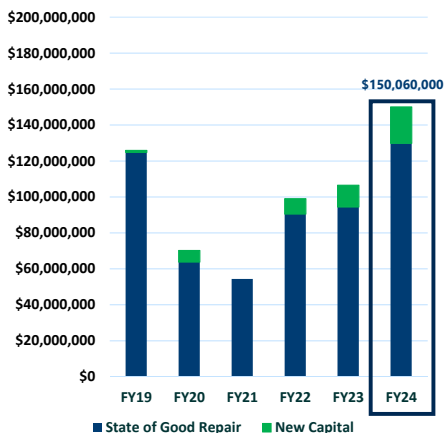


**Proposed FY24 Capital Program
Overview**

- State of Good Repair - **\$129.8M**
 - Increase from FY23 of **\$35.4M** or **37.4%**
- New Capital - **\$20.3M**
 - Increase from FY23 of **\$8.2M** or **67.4%**

METROLINK

Capital Programs are Critical Components of System Safety FY19 – FY24

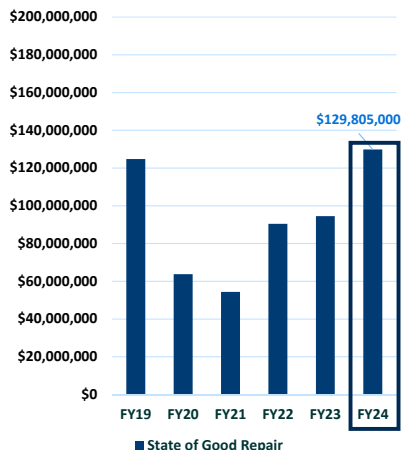


Note: FY23 data does not include New Capital Tier 4 Locomotive Purchase

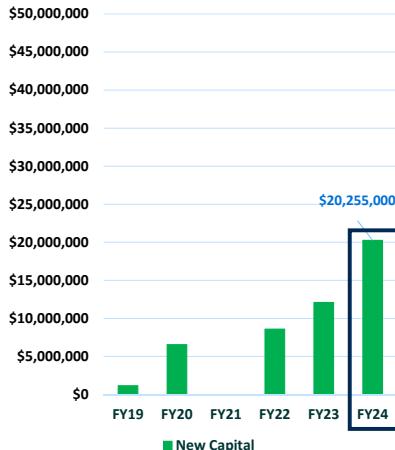


Proposed FY24 Capital Budget

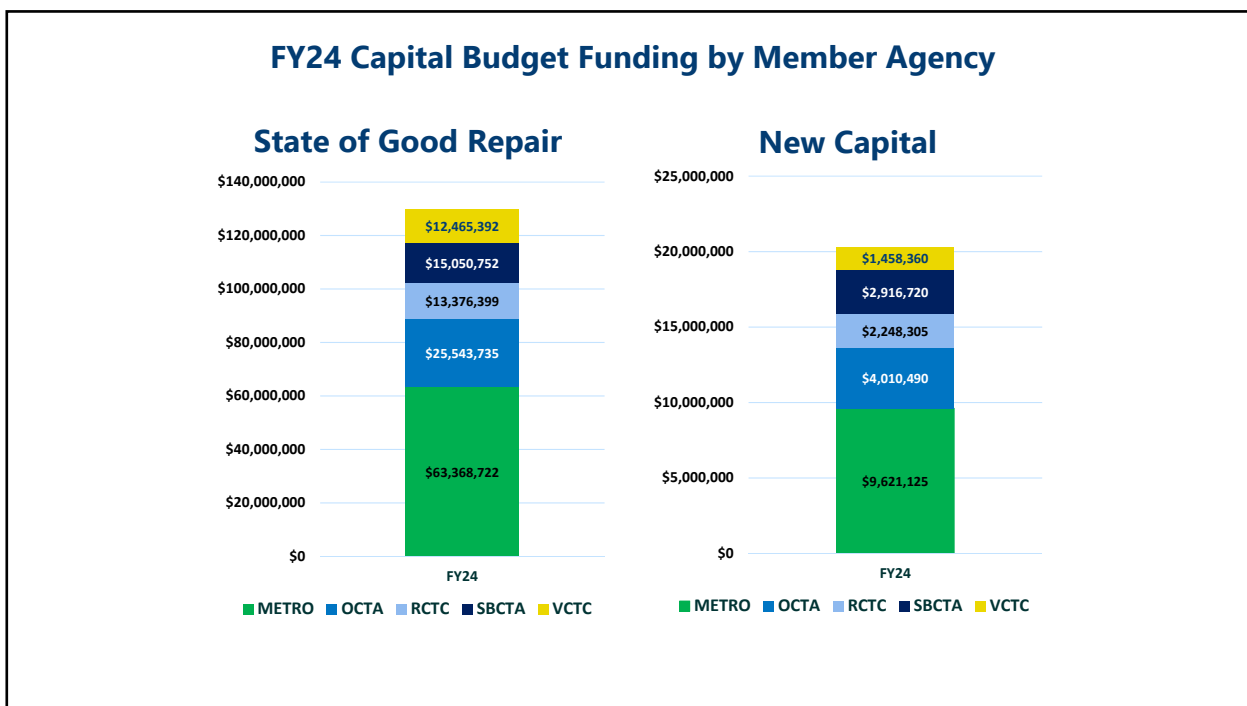
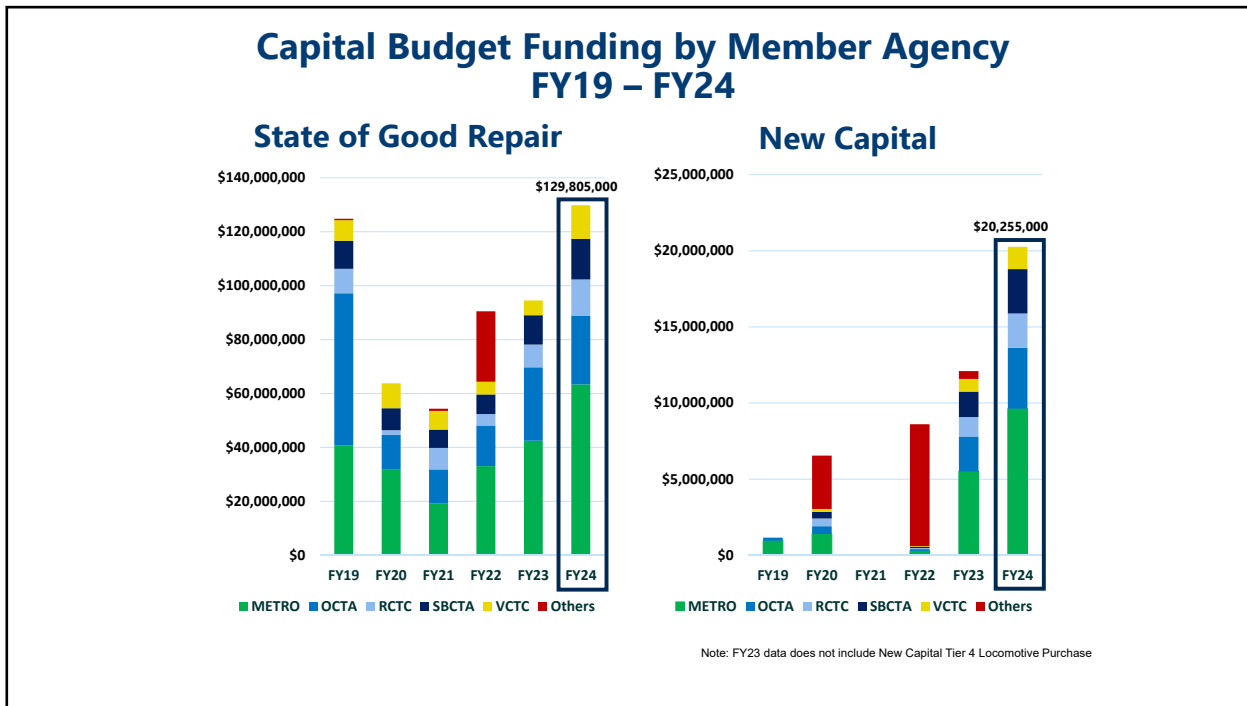
State of Good Repair



New Capital



Note: FY23 data does not include New Capital Tier 4 Rolling Stock Purchase





Metrolink's Cashflow Challenges

Issue:

- Agency Cashflow Pressures

Root Causes:

- Advancing Operating Funds to support State of Good Repair and New Capital projects
 - The Majority of our Grants are on a Reimbursement Basis
 - Reimbursement Process Cycle Time is ~4.5 Months
- Board requirement for maintaining \$50M Operating Cash Threshold

METROLINK

Working Capital

	Total	METRO	OCTA	RCTC	SCBTA	VCTC
Working Capital	\$50,000,000	\$29,290,000	\$7,150,000	\$4,765,000	\$5,330,000	\$3,465,000

Member Agency Allocation

- Based on Track Miles Owned

Working Capital Tracking & Transparency:

- Board Approved "Working Capital" Policy
- "Working Capital Standard Operating Procedure"
- Monthly / Quarterly Member Agency Reports
 - Detailed individual usage and reimbursement transactions
 - Overall Funds
 - By Member Agency

METROLINK

Current "Working Capital" High Level Process

```

    graph TD
        CE[Capital Expenditures] --> NC[New Capital]
        CE --> SGR[SGR]
        CE --> SCORE[SCORE]
        CE --> OF[Operating Funds]
        
        NC -- Reimbursements --> OF
        SGR -- Reimbursements --> OF
        SCORE -- Reimbursements --> OF
        
        OF -- Replenish Funds --> OF
    
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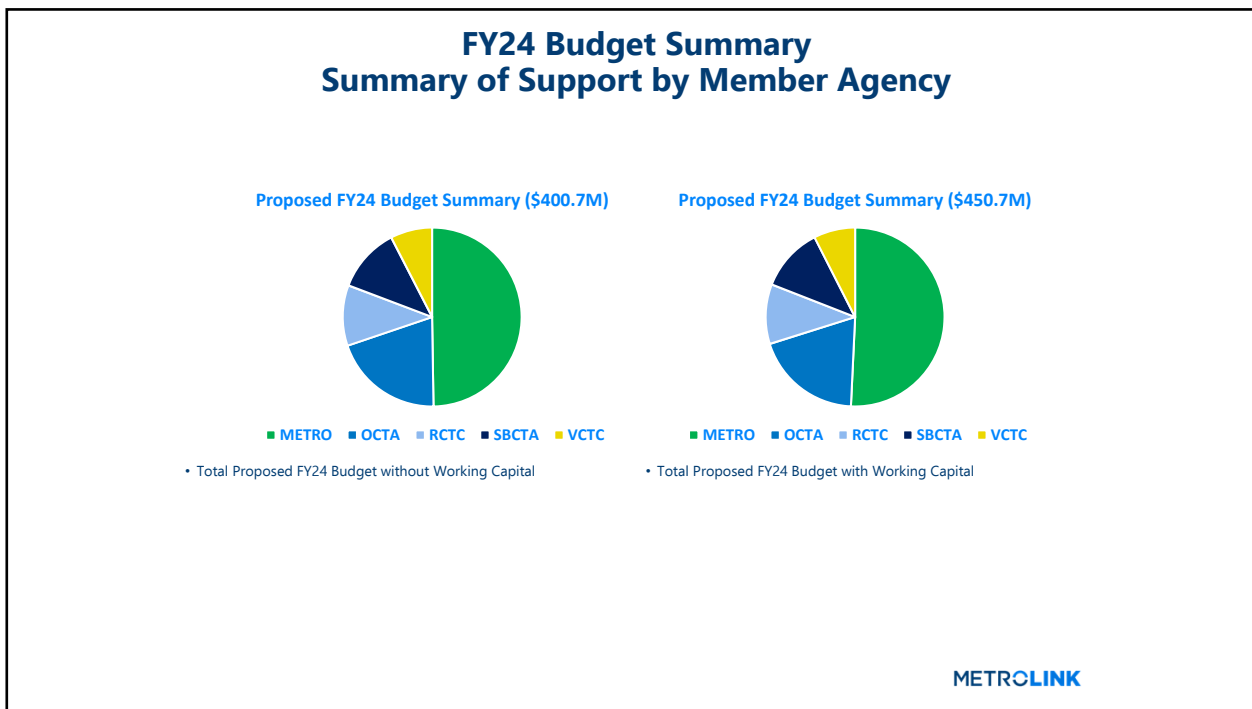
Notes:

- "Current" process is Not Sustainable
- Managing with no additional Operations support
- Majority of Capital expenditures are on a reimbursement basis via grants
- \$50M Cash Threshold Board Policy

METROLINK

Summary

METROLINK



Attachment: SBCTA-SCRRRA MOU No. 24-1003060 Annual Funding Allocations_ Exhibit A (10455 : MOU No. 24-1003060 with SCRRRA to

FY24 Budget Summary Summary of Support by Member Agency

FY24 Proposed Budget (Current)

	TOTAL	METRO	OCTA	RCTC	SBCTA	VCTC
Total Operating Support	\$ 250,658,882	\$ 126,410,472	\$ 50,750,849	\$ 28,231,763	\$ 28,892,306	\$ 16,373,492
Total Capital Support	\$ 150,060,000	\$ 72,989,847	\$ 29,554,225	\$ 15,624,704	\$ 17,967,472	\$ 13,923,752
SUB-TOTAL =	\$ 400,718,882	\$ 199,400,319	\$ 80,305,074	\$ 43,856,467	\$ 46,859,778	\$ 30,297,244
Working Capital Request	\$ 50,000,000	\$ 29,290,000	\$ 7,150,000	\$ 4,765,000	\$ 5,330,000	\$ 3,465,000
TOTAL =	\$ 450,718,882	\$ 228,690,319	\$ 87,455,074	\$ 48,621,467	\$ 52,189,778	\$ 33,762,244

FY23 Amended Budget

	TOTAL	METRO	OCTA	RCTC	SBCTA	VCTC
Total Operating Support	\$ 229,800,737	\$ 117,951,427	\$ 45,988,164	\$ 25,890,809	\$ 25,224,743	\$ 14,745,594
Total Capital Support	\$ 106,545,000	\$ 47,958,000	\$ 29,531,440	\$ 9,688,080	\$ 12,568,320	\$ 6,284,160
Working Capital Request	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL =	\$ 336,345,737	\$ 165,909,427	\$ 75,519,604	\$ 35,578,889	\$ 37,793,063	\$ 21,029,754

Variance

	TOTAL	METRO	OCTA	RCTC	SBCTA	VCTC
Total w/o Working Capital	\$ 64,373,145	\$ 33,490,892	\$ 4,785,470	\$ 8,277,578	\$ 9,066,715	\$ 9,267,490
variance	19.1%	20.2%	6.3%	23.3%	24.0%	44.1%
Total w/ Working Capital	\$ 114,373,145	\$ 62,780,892	\$ 11,935,470	\$ 13,042,578	\$ 14,396,715	\$ 12,732,490
variance	34.0%	37.8%	15.8%	36.7%	38.1%	60.5%

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Back Up

METROLINK



FY24 Operating Budget Summary of Support by Member Agency

FY24 Proposed Budget (CURRENT)

	METRO	OCTA	RCTC	SBCTA	VCTC	TOTAL
Total Operating Revenues	28,214,617	12,138,405	4,116,866	6,855,364	1,454,046	52,779,298
Total Expenses	154,625,089	62,889,254	32,348,629	35,747,670	17,827,538	303,438,180
FY24 Member Agency Support (Loss)	(126,410,472)	(50,750,849)	(28,231,763)	(28,892,306)	(16,373,492)	(250,658,882)

FY23 Amended Budget

	METRO	OCTA	RCTC	SBCTA	VCTC	TOTAL
Total Operating Revenues	33,640,404	16,195,954	5,872,140	9,013,543	1,801,441	66,523,481
Total Expenses	151,591,831	62,184,118	31,762,948	34,238,286	16,547,034	296,324,218
FY23 Member Agency Support (Loss)	(117,951,427)	(45,988,164)	(25,890,809)	(25,224,743)	(14,745,594)	(229,800,737)

Year-Over-Year Variance

	METRO	OCTA	RCTC	SBCTA	VCTC	TOTAL
Operating Revenues	(5,425,787)	(4,057,549)	(1,755,274)	(2,158,179)	(347,395)	(13,744,183)
variance	-16.1%	-25.1%	-29.9%	-23.9%	-19.3%	-20.7%
Expenses	3,033,258	705,136	585,681	1,509,384	1,280,504	7,113,962
variance	2.0%	1.1%	1.8%	4.4%	7.7%	2.4%
Member Agency Support (increase) / decrease	(8,459,045)	(4,762,685)	(2,340,954)	(3,667,563)	(1,627,898)	(20,858,145)
variance	-7.2%	-10.4%	-9.0%	-14.5%	-11.0%	-9.1%

METROLINK

FY24 Operating Budget Summary of Member Agency Support by Line

FY24 Proposed Budget (CURRENT)

	San Bernardino	Ventura County	Antelope Valley	Riverside	Orange County	IEOC	91/PVL	TOTAL
Total Operating Revenues	15,677,747	4,018,862	10,285,337	2,798,005	10,627,540	4,926,708	4,445,098	52,779,297
Total Expenses	69,833,421	38,871,891	60,245,890	24,071,887	44,645,408	35,314,956	30,454,727	303,438,180
FY24 Member Agency Support (Loss)	(54,155,674)	(34,853,029)	(49,960,553)	(21,273,882)	(34,017,868)	(30,388,248)	(26,009,629)	(250,658,883)

FY23 Amended Budget

	San Bernardino	Ventura County	Antelope Valley	Riverside	Orange County	IEOC	91/PVL	TOTAL
Total Operating Revenues	19,508,547	4,934,705	12,286,922	3,201,774	12,728,840	7,919,490	5,943,203	66,523,481
Total Expenses	66,439,127	37,378,986	59,156,166	23,717,633	44,676,744	35,279,114	29,676,450	296,324,218
FY23 Member Agency Support (Loss)	(46,930,580)	(32,444,281)	(46,869,244)	(20,515,859)	(31,947,904)	(27,359,623)	(23,733,247)	(229,800,737)

Year-Over-Year Variance

	San Bernardino	Ventura County	Antelope Valley	Riverside	Orange County	IEOC	91/PVL	TOTAL
Operating Revenues	(3,830,800)	(915,843)	(2,001,585)	(403,769)	(2,101,300)	(2,992,782)	(1,498,105)	(13,744,184)
variance	-19.6%	-18.6%	-16.3%	-12.6%	-16.5%	-37.8%	-25.2%	-20.7%
Expenses	3,394,294	1,492,905	1,089,724	354,254	(31,336)	35,842	778,277	7,113,962
variance	5.1%	4.0%	1.8%	1.5%	-0.1%	0.1%	2.6%	2.4%
Member Agency Support (increase) / decrease	(7,225,094)	(2,408,748)	(3,091,309)	(758,023)	(2,069,964)	(3,028,625)	(2,276,382)	(20,858,146)
variance	-15.4%	-7.4%	-6.6%	-3.7%	-6.5%	-11.1%	-9.6%	-9.1%

METROLINK

FY24 Budgeted Operating Statement - Revenues

(\$000s)	FY 22-23 Amended Budget	FY 23-24 Proposed Budget	Variance FY23 Amended vs FY24 Proposed	
			\$ Variance	% Variance
Operating Revenue				
Farebox Revenue	47,084,730	34,138,404	(12,946,326)	-27.50%
Fare Reduction Subsidy	1,510,705	490,404	(1,020,301)	-67.54%
Other Train Subsidies	2,500,000	2,565,421	65,421	2.62%
Special Trains	-	-	-	n/a
Subtotal-Pro Forma FareBox	51,095,435	37,194,229	(13,901,206)	-27.21%
Dispatching	2,776,805	1,962,580	(814,225)	-29.32%
Other Revenues	772,500	690,953	(81,547)	-10.56%
MOW Revenues	11,878,741	12,931,538	1,052,797	8.86%
Total Operating Revenue	66,523,481	52,779,301	(13,744,181)	-20.66%

METROLINK

FY24 Budgeted Operating Statement - Expenses

(\$000s)	FY 22-23 Amended Budget	FY 23-24 Proposed Budget	Variance FY23 Amended vs FY24 Proposed	
			\$ Variance	% Variance
Operating Expenses				
<u>Operations & Services</u>				
Train Operations	51,345,147	46,530,409	(4,814,738)	-9.38%
Equipment Maintenance	41,054,295	44,560,074	3,505,779	8.54%
Fuel	32,716,044	29,743,100	(2,972,944)	-9.09%
Non-Scheduled Rolling Stock Repairs	100,000	100,000	-	0.00%
Operating Facilities Maintenance	2,217,676	2,243,863	26,187	1.18%
Other Operating Train Services	933,852	941,852	8,000	0.86%
Rolling Stock Lease	-	-	-	n/a
Security	15,738,496	16,512,614	774,118	4.92%
Public Safety Program	103,344	103,344	-	0.00%
Passenger Relations	1,910,862	2,021,136	110,274	5.77%
TVM Maintenance/Revenue Collection	5,365,246	5,342,154	(23,092)	-0.43%
Marketing	3,097,410	3,238,155	140,745	4.54%
Media & External Communications	372,350	322,450	(49,900)	-13.40%
Utilities/Leases	3,913,942	3,087,613	(826,329)	-21.11%
Transfers to Other Operators	3,276,436	3,269,346	(7,090)	-0.22%
Amtrak Transfers	823,581	1,185,452	361,871	43.94%
Station Maintenance	2,184,748	5,228,874	3,044,126	139.34%
Rail Agreements	5,305,024	6,680,158	1,375,134	25.92%
Holiday Trains	-	-	-	n/a
Special Trains	500,000	500,000	-	0.00%
Subtotal Operations & Services	170,958,453	171,610,595	652,141	0.38%

METROLINK

Attachment: SBCTA-SCRRA MOU No. 24-1003060 Annual Funding Allocations_ Exhibit A (10455 : MOU No. 24-1003060 with SCRRA to

FY24 Budgeted Operating Statement - Expenses

(\$000s)	FY 22-23 Amended Budget	FY 23-24 Proposed Budget	Variance FY23 Amended vs FY24 Proposed	
			\$ Variance	% Variance
Maintenance-of-Way				
MoW - Line Segments	51,167,433	53,545,845	2,378,412	4.65%
MoW - Extraordinary Maintenance	1,047,556	794,287	(253,269)	-24.18%
Subtotal Maintenance-of-Way	52,214,989	54,340,132	2,125,143	4.07%
Administration & Services				
Ops Salaries & Benefits	17,903,267	17,220,657	(682,610)	-3.81%
Ops Non-Labor Expenses	11,982,560	12,830,464	847,904	7.08%
Indirect Administrative Expenses	21,545,786	24,657,544	3,111,758	14.44%
Ops Professional Services	2,685,297	2,717,389	32,092	1.20%
Subtotal Admin & Services	54,116,910	57,426,054	3,309,144	6.11%
Contingency	90,000	87,500	(2,500)	-2.78%
Total Operating Expenses	277,380,352	283,464,281	6,083,929	2.19%
Insurance and Legal				
Liability/Property/Auto	16,087,842	16,837,887	750,045	4.66%
Net Claims / SI	1,000,000	990,000	(10,000)	-1.00%
Claims Administration	1,856,024	2,146,016	289,992	15.62%
Subtotal Insurance and Legal	18,943,866	19,973,903	1,030,037	5.44%
Total Expense	296,324,218	303,438,184	7,113,966	2.40%
Loss / Member Support Required	(229,800,737)	(250,658,883)	(20,858,146)	9.08%

METROLINK

FY24 Capital Program – State of Good Repair

State of Good Repair – by Member Agency

TOTAL REQUEST	METRO	OCTA	RCTC	SBCTA	VCTC	OTHER
\$129,805,000	\$63,368,722	\$25,543,735	\$13,376,399	\$15,050,752	\$12,465,392	\$0

State of Good Repair – by Line

TOTAL REQUEST	Systemwide	San Bernardino Line	Ventura County Line	Antelope Valley Line	Riverside	Orange County	IEOC	91/ PVL
\$129,805,000	\$72,936,000	\$11,526,000	\$12,067,000	\$16,978,000	\$0	\$11,048,000	\$0	\$5,250,000

State of Good Repair – Cash Flows

Cash Basis	METRO	OCTA	RCTC	SBCTA	VCTC	OTHER	TOTAL
FY24 State of Good Repair	\$63.4M	\$25.5M	\$13.4M	\$15.1M	\$12.5M	\$0.0M	\$129.8M
	CASH OUTLAY						
2023-24	\$3.2M	\$1.3M	\$0.7M	\$0.8M	\$0.6M	\$0.0M	\$6.5M
2024-25	\$22.2M	\$8.9M	\$4.7M	\$5.3M	\$4.4M	\$0.0M	\$45.4M
2025-26	\$19.0M	\$7.7M	\$4.0M	\$4.5M	\$3.7M	\$0.0M	\$38.9M
2026-27	\$19.0M	\$7.7M	\$4.0M	\$4.5M	\$3.7M	\$0.0M	\$38.9M
Totals	\$63.4M	\$25.5M	\$13.4M	\$15.1M	\$12.5M	\$0.0M	\$129.8M

Note: Numbers may not foot due to rounding

METROLINK

Attachment: SBCTA-SCRRR MOU No. 24-1003060 Annual Funding Allocations_ Exhibit A (10455 : MOU No. 24-1003060 with SCRRR to

FY24 SGR Proposed Projects Summary

PROJECT #	ROUTE	SUBDIVISION	ASSET TYPE	PROJECT	PROJECT COST	FUNDINGS					
						METRO	OCTA	RCTC	SBCTA	VCTC	OTHER
2016	ALL	ALL	Fleet	Electric Vehicles (EV) to replace current vehicles that have reached end of useful life.	\$250,000	\$118,750	\$49,500	\$27,750	\$36,000	\$18,000	\$0
2018	San Bernardino Line	San Gabriel	Track	SAN GABRIEL SUBDIVISION TRACK REHABILITATION	\$5,700,000	\$3,420,000	\$0	\$0	\$2,280,000	\$0	\$0
2019	Ventura County Line	Ventura - LA County	Track	VENTURA (LA) SUBDIVISION TRACK REHABILITATION	\$3,176,000	\$3,176,000	\$0	\$0	\$0	\$0	\$0
2021	San Bernardino Line	UK Shortway	Track	SHORT WAY SUBDIVISION TRACK REHABILITATION	\$255,000	\$130,522	\$54,407	\$30,503	\$39,568	\$0	\$0
2022	Perris Valley Line	San Jacinto (PVL)	Structures	PERRIS VALLEY SUBDIVISION REHABILITATION - CONSTRUCTION PHASE SERVICES - DEFERRED FROM FY23 BUDGET PROCESS.	\$5,250,000	\$0	\$0	\$5,250,000	\$0	\$0	\$0
2023	Antelope Valley Line	Valley	Structures	VALLEY SUBDIVISION STRUCTURES REHABILITATION	\$1,503,000	\$3,503,000	\$0	\$0	\$0	\$0	\$0
2024	San Bernardino Line	San Gabriel	Structures	SAN GABRIEL SUBDIVISION STRUCTURES REHABILITATION	\$1,296,000	\$777,600	\$0	\$0	\$518,400	\$0	\$0
2025	Ventura County Line	Ventura - LA County	Structures	VENTURA (LA) SUBDIVISION STRUCTURES REHABILITATION	\$200,000	\$200,000	\$0	\$0	\$0	\$0	\$0
2028	San Bernardino Line	San Gabriel	Train Control	SAN GABRIEL SUBDIVISION TRAIN CONTROL SYSTEMS REHABILITATION	\$4,275,000	\$2,565,000	\$0	\$0	\$1,710,000	\$0	\$0
2029	Ventura County Line	Ventura - LA County	Train Control	VENTURA (LA) SUBDIVISION TRAIN CONTROL SYSTEMS REHABILITATION	\$1,477,000	\$1,477,000	\$0	\$0	\$0	\$0	\$0
2056	Orange County Line	Orange	Track	ORANGE SUBDIVISION TRACK REHABILITATION	\$6,301,000	\$0	\$6,301,000	\$0	\$0	\$0	\$0
2057	Orange County Line	Orange	Structures	ORANGE SUBDIVISION STRUCTURES REHABILITATION	\$2,114,000	\$0	\$2,114,000	\$0	\$0	\$0	\$0
2058	Orange County Line	Orange	Train Control	ORANGE SUBDIVISION TRAIN CONTROL SYSTEMS REHABILITATION	\$2,633,000	\$0	\$2,633,000	\$0	\$0	\$0	\$0
2059	ALL	ALL	Track	SYSTEMWIDE TRACK REHABILITATION	\$5,000,000	\$2,375,000	\$990,000	\$55,000	\$720,000	\$360,000	\$0
2060	ALL	ALL	Train Control	SYSTEMWIDE TRAIN CONTROL SYSTEMS REHABILITATION	\$5,000,000	\$2,375,000	\$990,000	\$55,000	\$720,000	\$360,000	\$0
2061	ALL	ALL	Non-Revenue Fleet	VEHICLES AND MAINTENANCE-OF-WAY (MOW) EQUIPMENT REPLACEMENT & OVERHAUL	\$2,820,000	\$1,339,500	\$558,360	\$131,020	\$406,080	\$203,040	\$0
2063	ALL	ALL	Rolling Stock	Rotem HVAC Overhaul/Rebuild	\$3,650,000	\$1,733,750	\$722,700	\$405,150	\$525,600	\$262,800	\$0
2064	ALL	ALL	Rolling Stock	BOMBARDIER RAILCAR REBUILD	\$35,000,000	\$16,625,000	\$6,930,000	\$3,885,000	\$5,040,000	\$2,520,000	\$0
2067	Antelope Valley Line	Valley	Track	VALLEY SUBDIVISION TRACK REHABILITATION	\$8,595,000	\$8,595,000	\$0	\$0	\$0	\$0	\$0
2068	Ventura County Line	Ventura - VC County	Track	VENTURA (VC) SUBDIVISION TRACK REHABILITATION	\$1,866,000	\$0	\$0	\$0	\$1,866,000	\$0	\$0
2069	Ventura County Line	Ventura - VC County	Structures	VENTURA (VC) SUBDIVISION STRUCTURES REHABILITATION	\$856,000	\$0	\$0	\$0	\$856,000	\$0	\$0
2070	Ventura County Line	Ventura - VC County	Train Control	VENTURA (VC) SUBDIVISION TRAIN CONTROL SYSTEMS REHABILITATION	\$992,000	\$0	\$0	\$0	\$992,000	\$0	\$0
2071	Antelope Valley Line	Valley	Train Control	VALLEY SUBDIVISION TRAIN CONTROL SYSTEMS REHABILITATION	\$4,880,000	\$4,880,000	\$0	\$0	\$0	\$0	\$0
2076	ALL	ALL	River	RIVER SUBDIVISION TRACK REHABILITATION	\$2,000,000	\$950,000	\$396,000	\$222,000	\$288,000	\$144,000	\$0
2077	ALL	ALL	River	RIVER SUBDIVISION TRAIN CONTROL SYSTEMS REHABILITATION	\$2,100,000	\$997,500	\$415,800	\$233,100	\$302,400	\$151,200	\$0
2082	ALL	ALL	Facilities	CMF Facility Switch Gear and Fire Alarm panel	\$1,300,000	\$617,500	\$257,400	\$144,300	\$187,200	\$93,600	\$0
2085	ALL	ALL	Facilities	INDC Restroom Renovation	\$900,000	\$427,500	\$178,300	\$90,900	\$129,600	\$64,800	\$0
2092	ALL	ALL	Facilities	LAUS main water line replacement	\$250,000	\$118,750	\$49,500	\$27,750	\$36,000	\$18,000	\$0
2093	ALL	ALL	Facilities	Storm Water Oil Separator replacement	\$1,000,000	\$475,000	\$198,000	\$111,000	\$144,000	\$72,000	\$0
2102	ALL	ALL	Information Technology	Rehab of Firewalls at 2 Locations	\$250,000	\$121,600	\$50,080	\$28,416	\$36,864	\$18,432	\$0
2142	ALL	ALL	Rolling Stock	F125 Loco "Intermediate" Engine Overhaul	\$6,435,000	\$3,056,625	\$1,274,130	\$718,285	\$926,640	\$463,320	\$0
2143	ALL	ALL	Rolling Stock	LDVR & Camera Replacement	\$1,700,000	\$807,500	\$336,600	\$188,700	\$244,800	\$122,400	\$0
2144	ALL	ALL	Rolling Stock	MP30 Loco Overhaul	\$2,600,000	\$1,170,000	\$712,800	\$389,600	\$518,400	\$259,200	\$0
2092	ALL	ALL	Right of Way	Metrolink CAM Expenses for Fiscal 2024	\$1,675,000	\$795,425	\$331,950	\$185,951	\$241,200	\$120,600	\$0
2080	Ventura County	Ventura - VC	Train Control	Spring Road Signal Improvement	\$950,000	\$0	\$0	\$0	\$0	\$950,000	\$0
2084	Ventura County	Ventura - VC	Structures	Alvord Semi Bridge	\$1,000,000	\$0	\$0	\$0	\$0	\$1,000,000	\$0
2005	Ventura County	Ventura - VC	Train Control	VCTC Signal Rehab	\$1,550,000	\$0	\$0	\$0	\$0	\$1,550,000	\$0
					\$129,805,000	\$63,368,722	\$25,543,735	\$13,376,399	\$15,056,752	\$12,466,392	\$0

METROLINK

FY24 Capital Program – New Capital

New Capital – by Member Agency

TOTAL REQUEST	METRO	OCTA	RCTC	SBCTA	VCTC	OTHER
\$20,255,000	\$9,621,125	\$4,010,490	\$2,248,305	\$2,916,720	\$1,458,360	\$0

New Capital – by Line

TOTAL REQUEST	Systemwide	San Bernardino	Ventura County	Antelope Valley	Riverside	Orange County	IEOC	91 /PVL
\$20,255,000	\$20,255,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0

New Capital – Cash Flows

Cash Basis	METRO	OCTA	RCTC	SBCTA	VCTC	OTHER	TOTAL
FY24 New Capital	\$9.6M	\$4.0M	\$2.2M	\$2.9M	\$1.5M	\$0.0M	\$20.3M
CASH OUTLAY							
2023-24	\$0.5M	\$0.2M	\$0.1M	\$0.1M	\$0.1M	\$0.0M	\$1.0M
2024-25	\$3.4M	\$1.4M	\$0.8M	\$1.0M	\$0.5M	\$0.0M	\$7.1M
2025-26	\$2.9M	\$1.2M	\$0.7M	\$0.9M	\$0.4M	\$0.0M	\$6.1M
2026-27	\$2.9M	\$1.2M	\$0.7M	\$0.9M	\$0.4M	\$0.0M	\$6.1M
Totals	\$9.6M	\$4.0M	\$2.2M	\$2.9M	\$1.5M	\$0.0M	\$20.3M

Note: Numbers may not foot due to rounding

METROLINK

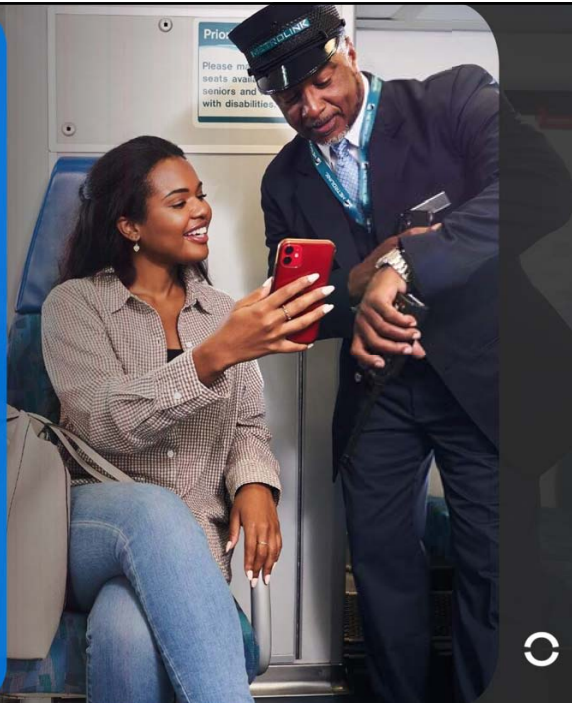
FY24 New Capital Proposed Projects Summary

ROW#	PROJECT #	TYPE	ROUTE	SUBDIVISION	ASSET TYPE	PROJECT	PROJECT COST	FUNDINGS					
								METRO	ICTA	RCTC	SBCTA	VCTC	OTHER
1	2599	Capital	ALL	All	Rolling Stock	SMART MAINTENANCE - PHASE II	\$1,500,000	\$712,500	\$297,000	\$166,500	\$216,000	\$108,000	\$0
2	2665	Capital	ALL	All	Rolling Stock	New Tier4 Locomotive Procurement	\$4,900,000	\$2,327,500	\$970,200	\$543,900	\$705,600	\$352,800	\$0
3	2694	Capital	ALL	All	Rolling Stock	Communication System Overhaul Phase I	\$550,000	\$261,250	\$108,900	\$61,050	\$79,200	\$39,600	\$0
4	2695	Capital	ALL	All	Rolling Stock	Passenger Car Luggage Rack	\$1,500,000	\$712,500	\$297,000	\$166,500	\$216,000	\$108,000	\$0
5	2696	Capital	ALL	All	Rolling Stock	Passenger Cabin CCTV	\$3,256,000	\$1,546,600	\$644,688	\$361,416	\$488,864	\$234,432	\$0
6	2722	Capital	ALL	All	Non-Revenue Fleet	SPECIALIZED MAINTENANCE EQUIPMENT, PHASE 2	\$5,585,000	\$2,652,875	\$1,105,830	\$619,935	\$804,240	\$402,120	\$0
14	2746	Capital	ALL	All	Facilities	EV Infrastructure	\$1,500,000	\$712,500	\$297,000	\$166,500	\$216,000	\$108,000	\$0
15	2762	Capital	ALL	All	Business Systems	PMIS IT project support	\$1,000,000	\$475,000	\$198,000	\$111,000	\$144,000	\$72,000	\$0
16	2782	Capital	ALL	All	Business Systems	Document Management System (DMS)	\$464,000	\$220,400	\$91,872	\$51,504	\$66,816	\$33,408	\$0
							\$20,255,000	\$9,621,125	\$4,010,490	\$2,248,305	\$2,916,720	\$1,458,360	\$0

METROLINK

Thank you.

METROLINK



Minute Action

AGENDA ITEM: 16

Date: *October 4, 2023*

Subject:

Southern California Regional Rail Authority Increase in Preliminary Budget Request for Fiscal Year 2023/2024 for Metrolink Operations

Recommendation:

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

A. Approve an increase in the Southern California Regional Rail Authority (SCRRA) Preliminary Budget Request for Fiscal Year (FY) 2023/2024 Metrolink Operations in the amount of \$402,458, for a total operating assistance allocation of \$29,157,187, to be off-set by \$137,577 deduction in SBCTA's share of overall operating costs due to added service on the Antelope Valley Line, for a total net increase of \$264,881 to be paid using available surplus funds carried over from FY 2022/2023, upon completion of SCRRA's year-end financial audit.

B. Approve the use of up to \$264,881 in Valley Local Transportation Funds (LTF) to fund the increase in operations as an alternative funding source to fulfill SBCTA's share in the event the amount of available surplus funds is not adequate, as determined by SCRRA's year-end audit.

Background:

On June 7, 2023, the San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board) approved the Southern California Regional Rail Authority (SCRRA) Preliminary Budget Request for the Fiscal Year (FY) 2023/2024 Budget for Metrolink service.

In June 2022, SCRRA reached an agreement settling the February 2015 Oxnard incident in the amount of approximately \$16 million. This settlement was reached as a result of several Closed Session discussions with the SCRRA Board of Directors. Subsequent to SBCTA's approval of SCRRA's FY 2023/2024 budget request, SCRRA notified member agencies that \$3.5 million of the settlement amount is associated with the Self Insurance Reserve (SIR) and is to be split among all five member agencies using train miles in accordance with existing all-share formulas. Based on this allocation methodology, SBCTA's share is \$402,458.

SCRRA's demand for payment was on the SBCTA Board of Directors closed session agenda in September 2023. Following that closed session, SBCTA staff waited to request approval of the settlement amount and payment process pending review by the SCRRA Board of Directors. It was discussed at the SCRRA Administrative and Finance Committee (AFCOM) on September 8, 2023. SCRRA staff is going to review adding a future budget line item to address the potential need for payment of the self-insured retention associated with their insurance program to avoid this situation in the future. They are also going to look at securing insurance that does not have a self-insured retention, however the likelihood of that being an available option is low.

Additionally, SCRRA is implementing additional weekday and weekend service on the Antelope Valley Line (AVL) this fiscal year, resulting in a decrease in SBCTA's share of Metrolink operating costs by \$137,577. This decrease in operating costs can offset SBCTA's share of the

Oxnard settlement amount, for a total net increase in SBCTA’s operating costs for FY 2023/2024 of \$264,881. At this time, SCRRA staff anticipates that surplus funds from the FY 2022/2023 budget will be available to cover the member agency's share of the Oxnard settlement. However, the use of surplus funds requires the concurrence of member agencies; the final surplus amounts will be determined once SCRRA completes their year-end financial audit.

As a result, staff is recommending the Board approve an increase in the Preliminary Budget Request for the FY 2023/2024 Metrolink operations in the amount of \$264,881, for a total operating assistance allocation in the amount of \$29,157,187. Said increase shall be offset by a \$137,577 deduction in SBCTA’s share of overall operating costs due to added service on the AVL, for a total net increase of \$264,881, which it is anticipated will be paid for using available surplus funds carried over from FY 2022/2023, pending completion of SCRRA’s year-end financial audit to cover insurance and legal expenses related to the Oxnard settlement. In the event SCRRA’s year-end audit indicates FY 2022/2023 surplus funds are insufficient to cover the cost of the increase of operations, staff is recommending the use of up to \$264,881 of Valley Local Transportation Funds (LTF) as an alternative funding source to fulfill SBCTA’s share.

Financial Impact:

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

Reviewed By:

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

Responsible Staff:

Victor Lopez, Director of Transit & Rail Programs

Approved
Board of Directors
Date: October 4, 2023
Witnessed By:

Attachment: SBCTA-SCRRA MOU No. 24-1003060 Annual Funding Allocations_ Exhibit A (10455 : MOU No. 24-1003060 with SCRRA to



METROLINK

Amendments to FY24 Budget

*Audit and Finance Committee
September 8, 2023*

Attachment: SBCTA-SCRRRA MOU No. 24-1003060 Annual Funding Allocations Exhibit A (10455 : MOU

Antelope Valley Line Service

Added weekday and weekend service on AV line, starting October 2023

**Proposed Schedule Additions to AVL
Expenses and Revenues Prorated for the Period of Oct 23, 2023 to June 30, 2024**

FY24 Adopted Budget						
	METRO	OCTA	RCTC	SBCTA	VCTC	TOTAL
Total Revenue	28,214,617	12,138,405	4,116,867	6,855,365	1,454,046	52,779,301
Total Expense	154,625,090	62,889,254	32,348,630	35,747,671	17,827,539	303,438,184
Loss	(126,410,472)	(50,750,849)	(28,231,763)	(28,892,306)	(16,373,492)	(250,658,883)
Proposed Schedule Additions to AVL						
	METRO	OCTA	RCTC	SBCTA	VCTC	TOTAL
Total Revenue	1,268,604	0	0	0	0	1,268,604
Total Expense	2,951,446	(193,459)	(90,608)	(137,577)	(47,209)	2,482,593
Change in Member Support increase / (decrease)	1,682,842	(193,459)	(90,608)	(137,577)	(47,209)	1,213,989
FY24 Budget as Amended						
	METRO	OCTA	RCTC	SBCTA	VCTC	TOTAL
Total Revenue	29,483,221	12,138,405	4,116,867	6,855,365	1,454,046	54,047,905
Total Expense	157,576,536	62,695,795	32,258,021	35,610,094	17,780,329	305,920,777
Loss	(128,093,315)	(50,557,390)	(28,141,155)	(28,754,730)	(16,326,283)	(251,872,872)



San Clemente #1 and #2

San Clemente #1 (Cyprus Shores)

Approval of this amendment will increase the Extraordinary Item "San Clemente #1" in FY24 below the operating line by \$1,588,252.80.

This cost is borne in its entirety by OCTA, whose Board has previously approved the amount.

San Clemente #2 (Casa Romantica)

Approval of the amendment will increase the Extraordinary Item "San Clemente #2" in FY24 below the operating line by \$4,888,109.39.

The estimated cost for this effort is \$6,000,000. This cost is borne by OCTA for \$3,000,000 - whose Board has previously approved the amount - with an additional \$3,000,000 to be provided by the State of California, Department of Transportation.

METROLINK

3

Allocation of Estimated \$3.5M Oxnard Settlement

Allocation Method for Legal Expenses is Train Miles Lagged

Taking a Five-year average of Member Agency percentages:

	METRO	OCTA	RCTC	SBCTA	VCTC	
Average over 5 years	52.81%	23.89%	8.42%	11.50%	3.38%	
Allocation of \$3.5M	\$ 1,848,297	\$ 836,103	\$ 294,674	\$ 402,458	\$ 118,468	3,500,000.00

Invoices will be sent to Member Agencies in August.
Amendment will be taken to the Board in September.



Recommendation

It is recommended that the Committee recommend that the Board adopt these amendments to become part of the FY24 Adopted Budget:

- Addition of Revenue Service to the Antelope Valley Line;
- Continuing expenses for Emergency Railroad Track Stabilization Project at San Clemente Track Mile Post 206.8 "San Clemente #1";
- Continuing expenses for Support Wall Project at Track Mile Post 204.6 "San Clemente #2";
- Oxnard Settlement

METROLINK



METROLINK | Thank you.

Attachment: SBCTA-SCRRRA MOU No. 24-1003060 Annual Funding Allocations Exhibit A (10455 : MOU



METROLINK

Allocation of \$3.5M Settlement

	METRO	OCTA	RCTC	SBCTA	VCTC	
Average over 5 years	52.81%	23.89%	8.42%	11.50%	3.38%	
Allocation of \$3.5M	\$ 1,848,297	\$ 836,103	\$ 294,674	\$ 402,458	\$ 118,468	3,500,000.00

Allocation Methodology:

- For Legal Expenses is Train Miles Lagged
- Used a Five-year average of Member Agency percentages

Metrolink Board Action:

- Amendment will be taken to Metrolink Board in September 2023
- Metrolink Board is “Dark” in August 2023

Member Agency Invoicing:

- Invoices will be sent to Member Agencies in July 2023



Minute Action

AGENDA ITEM: 23

Date: *April 3, 2024*

Subject:

Fiscal Year 2023/2024 Low Carbon Transit Operations Program - Population Share

Recommendation:

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

- A. Approve a swap of \$12,598 of Valley State Transit Assistance-Population Share funds for \$12,598 of Low Carbon Transit Operations Program (LCTOP) - Population Share funds for the City of Needles.
- B. Approve a swap of \$1,054 of Valley State Transit Assistance-Population Share funds for \$1,054 LCTOP - Operator Share funds for the City of Needles.
- C. Allocate \$5,779,784 of LCTOP - Population Share funding to the following projects:
 - i. Basin Transit: Free Fare Subsidy – \$45,000; Bus Stop Improvements - \$146,152
 - ii. Mountain Transit: Bus Stop Revitalization - \$132,140
 - iii. Victor Valley Transit Authority: Fuel Cell Electric Vehicles - \$1,069,991; Fare Media Subsidy - \$40,000; Free Fares K-12 - \$120,000; Free Fares on Special Days - \$40,000
 - iv. Omnitrans: First/Last Mile Shuttle Services – \$1,119,590; Student Fare Subsidy Program – \$203,167; West Valley Connector Free Fares - \$315,000; West Valley Connector Weekend Service \$1,482,000
 - v. SBCTA: San Bernardino County Rail Ridership Recovery Program - \$598,946; Southern California Regional Rail Authority Student Adventure Pass - \$467,798
- D. Allocate \$1,054 of LCTOP - Operator Share funds from the City of Needles to SBCTA for the San Bernardino County Rail Ridership Recovery Program.
- E. Approve the reallocation of \$1,513,951 of LCTOP - Population Share funds and accrued interest estimated at \$15,727.35, currently allocated to the Metrolink Double Track Project, to the Omnitrans Student Fare Subsidy Program, and authorize staff to submit a corrective action plan to update the California Department of Transportation (Caltrans) LCTOP programming amount once the Omnitrans Student Fare Subsidy Program allocation request is approved by Caltrans.
- F. Adopt Resolution No. 24-018 authorizing the Executive Director, or his designee, to execute Certifications and Assurances for SBCTA projects for LCTOP and nomination of funding requests for listed transit projects.

Background:

The Low Carbon Transit Operations Program (LCTOP), established by the California Legislature in 2014 by Senate Bill 862, is one of several programs that is part of the Transit, Affordable Housing, and Sustainable Communities Program. The LCTOP was created to provide transit operating and capital assistance to eligible agencies in an effort to reduce greenhouse gas emissions and improve mobility, with an emphasis on serving disadvantaged communities. Auction proceeds from the California Air Resources Board (CARB)

Entity: San Bernardino County Transportation Authority

Board of Directors Agenda Item

April 3, 2024

Page 2

Cap-and-Trade Program are deposited into the Greenhouse Gas Reduction Fund (GGRF), which provides funding for a variety of programs designed to provide economic, environmental, and public health co-benefits. Five percent of the proceeds deposited into the GGRF are continually appropriated to fund the LCTOP.

Eligible projects funded by the LCTOP include new or expanded bus or rail services, expanded intermodal transit facilities, and free or reduced transit fares and may include equipment acquisition, fueling, maintenance, and other costs to operate those services or facilities, with each project required to reduce greenhouse gas emissions. For agencies whose service areas include a Disadvantaged Community (DAC), at least 50% of the total monies received shall be expended on projects that will benefit the DAC. Effective this cycle, legislative changes removed the restriction that limited LCTOP for operations projects to five years from the date of implementation.

Administered by the California Department of Transportation (Caltrans), LCTOP funds are apportioned to eligible agencies utilizing the State Transit Assistance (STA) program formula. The formula apportions 50% of LCTOP funds by population and the remaining 50% by operator revenues from the prior fiscal year in accordance with Public Utilities Code (PUC) Section 99313 and PUC Section 99314, respectively. The California State Controller's Office is responsible for determining the estimated funding levels for PUC Section 99313 (Population Share) and PUC Section 99314 (Operator Share) funds. Agencies eligible to receive LCTOP funding include: San Bernardino County Transportation Authority (SBCTA), Basin Transit, Mountain Transit, Victor Valley Transit Authority (VVTA), City of Needles, Omnitrans, and Southern California Regional Rail Authority (SCRRA). The transit operators eligible to receive LCTOP - Operator Share funds work directly with Caltrans to receive the funds.

In March 2024, the SBCTA Board of Directors (Board) approved the total Fiscal Year (FY) 2023/2024 LCTOP - Population Share apportionment in the amount of \$5,779,784 based on the auction proceeds resulting from CARB Cap-and-Trade Program. The Board also approved apportioning the funds to the Valley and Mountain/Desert areas based on California Department of Finance Population Data and further apportioning the Mountain/Desert LCTOP - Population Share apportionment to the Mountain/Desert transit operators in accordance with the population of their respective service areas. The total estimated amount of FY 2023/2024 LCTOP - Population Share funds available to the Valley and Mountain/Desert is \$4,173,903 and \$1,605,881, respectively. With the intent of minimizing the administrative burden on the City of Needles, staff recommends allocating Valley STA - Population Share funds in the amount of \$13,652 to the City of Needles in lieu of their LCTOP - Population Share and LCTOP - Operator Share allocations. Staff's recommendation of the LCTOP funding swap with STA funds for the City of Needles is consistent with past practice. Including the City of Needles Population Share and Operator Share apportionment swaps, the total FY 2023/2024 LCTOP allocation for the Valley totals \$4,187,555 and for the Mountain/Desert totals \$1,593,283 for a total FY 2023/2024 allocation of \$5,780,838. Final apportionments approved by the Board in March 2024 (are shown in Table 1 on the following page).

Table 1 – Fiscal Year 2023/2024 LCTOP Allocation¹

Fiscal Year 2023/2024 LCTOP-Population Share Apportionment					
Apportionment Area	Population ²	Percentage	FY 2023/2024 Population Share ³	STA Fund Swap with City of Needles	Total FY 2023/2024 Allocation ⁴
Valley	1,575,784	72.22%	\$4,173,903	\$13,652	\$4,187,555
Mountain/Desert	606,272	27.78%	\$1,605,881	(\$12,598)	\$1,593,283
<i>Basin Transit</i>	<i>72,166</i>	<i>11.90%</i>	<i>\$191,152</i>		<i>\$191,152</i>
<i>Mountain Transit</i>	<i>49,887</i>	<i>8.23%</i>	<i>\$132,140</i>		<i>\$132,140</i>
VVTA	479,463	79.08%	\$1,269,991		\$1,269,991
<i>City of Needles</i>	<i>4,756</i>	<i>0.78%</i>	<i>\$12,598</i>	<i>(\$12,598)</i>	<i>\$0</i>
Total	2,182,056	100.00%	\$5,779,784	\$1,054	\$5,780,838

¹Due to rounding, some totals may not correspond with the sum and/or products of the figures displayed.

²Population Source: California Department of Finance and County Demographic Research Unit July 2023

³Total population share amount is determined by the State Controller's Office.

⁴Valley allocation includes \$1,054 Needles Operator Share apportionment.

To guide staff with project selection, the LCTOP Allocation Principles approved by the Board in July 2015 recommend that staff take a balanced approach in recommending LCTOP fund allocations to capital projects and operating programs. Since each transit operator in the Mountain/Desert is guaranteed an LCTOP - Population Share allocation due to the use of a population formula to apportion funds, SBCTA staff recommends allowing the Mountain/Desert transit operators to determine their funding needs and project and program priorities. The Valley LCTOP - Population Share apportionment is available to SBCTA, Omnitrans and SCRRA. Using the LCTOP Allocation Principles as guidance, staff recommends LCTOP fund allocations based on an annual determination of the San Bernardino Valley region's priorities and the critical needs of SBCTA, Omnitrans, and SCRRA. Based on staff review and operator discussions, staff is recommending \$5,780,838 be allocated to the following projects:

Free Fare Subsidy – \$45,000

Basin Transit will provide free fares on fixed-route services throughout Morongo Basin.

Bus Stop Improvements – \$146,152

Basin Transit will enhance bus stops for Americans with Disabilities Act (ADA) accessibility.

San Bernardino Mountains Bus Stop Revitalization – \$132,140

Mountain Transit will improve existing bus stops that leave patrons exposed to inclement weather and fatigue and bring the facilities up to current codes and standards including lighting and ADA compliance.

Fuel Cell Electric Buses - \$1,069,991

VVTA will purchase three new 40', Class H zero-emission fuel cell electric buses (FCEB). Funds for FY 2023/2024 will be rolled over with LCTOP funds from FY 2020/2021, FY 2021/2022, and FY 2022/2023 to fund this FCEB purchase.

San Bernardino County Transportation Authority

Board of Directors Agenda Item

April 3, 2024

Page 4

Fare Media Subsidy - \$40,000

VVTA will collaborate with non-profit human and social service agencies to provide subsidized transportation services to seniors, individuals with disabilities, and low-income populations.

Free Fares for K-12 - \$120,000

VVTA will offer free transit to students in grades K-12. This program authorizes students enrolled in K-12 the opportunity to ride Victor Valley Transit Fixed and County Routes fare-free by simply presenting their current student ID to the bus operator upon boarding.

Free Fare on Special Days - \$40,000

VVTA will offer free fare days on Cinco de Mayo, National Bike to Work Day, Juneteenth, a future free fare day, and for the months of October and December.

First/Last Mile Shuttle Services – \$1,119,590

Omnitrans will provide two shuttle services: one between the San Bernardino Transit Center and downtown San Bernardino to make a connection to Metrolink and the new Arrow Service, and one between the Cucamonga Metrolink Station in Rancho Cucamonga and Ontario International Airport.

Student Fare Subsidy Program – \$203,167

Omnitrans will provide free fares to students in grades K-12 in their service area. The \$1,513,951 and \$15,727.35 reallocated from the Metrolink Double Track Project identified in Recommendation E are in addition to this \$203,167.

West Valley Connector Free Fares – \$315,000

Omnitrans will provide free fares for the new Bus Rapid Transit – West Valley Connector. This will be a LCTOP Rollover Project, meaning LCTOP funds for FY 2023/2024 will be accrued with FY 2024/2025 funds (two years of allocation) and will be used at the start of service implementation in FY 2025/2026.

West Valley Connector Weekend Service – \$1,482,000

Omnitrans will provide weekend service for the Bus Rapid Transit – West Valley Connector. LCTOP Funds for FY 2023/2024 will be accrued with FY 2024/2025 and will be used at the start of service implementation in FY 2025/2026.

San Bernardino County Rail Ridership Recovery Program – \$600,000

Through the Inland Empire Commuter Program, and in partnership with Riverside County Transportation Commission, SBCTA will provide free Metrolink trips and passes for riders within San Bernardino County. This total includes the \$12,598 and \$1,054 that was identified in Recommendations A and B, respectively.

SCRRA Student Adventure Pass – \$467,798

SBCTA will provide free fares ~~to college~~ for students in San Bernardino County as part of the SCRRA Student Adventure Pass Program.

Caltrans requires that SBCTA submit an authorizing resolution from its governing board that approves the submission of the Certifications and Assurances, authorizes SBCTA to accept the LCTOP funds allocated to SBCTA, and authorizes SBCTA's Executive Director, or his designee, to execute the Certifications and Assurances and other relevant documents necessary

San Bernardino County Transportation Authority

Board of Directors Agenda Item

April 3, 2024

Page 5

for funding and completing the LCTOP funded projects. Additionally, SBCTA is required to submit nominations of funding requests for listed operators’ transit projects and does so as part of the resolution. Each agency that receives LCTOP funding is also required to submit an authorizing resolution from its governing board that approves the submission of the Certifications and Assurances, which authorizes their agency to accept the LCTOP funds.

Financial Impact:

This item has no financial impact on the adopted Budget for Fiscal Year (FY) 2023/2024. Any funds allocated to San Bernardino County Transportation Authority and approved by the California Department of Transportation will be received in FY 2024/2025.

Reviewed By:

This item was reviewed and unanimously approved by the Transit Committee on March 14, 2024. SBCTA General Counsel has reviewed this item and draft resolution.

Responsible Staff:

Nicole Soto, Multimodal Mobility Programs Administrator

Approved
Board of Directors
Date: April 3, 2024

Witnessed By:

San Bernardino County Transportation Authority

RESOLUTION NO. 24-018

**RESOLUTION OF THE SAN BERNARDINO COUNTY TRANSPORTATION
AUTHORITY AUTHORIZING THE EXECUTION OF THE CERTIFICATIONS AND
ASSURANCES AND AUTHORIZED AGENT FORMS FOR THE LOW CARBON
TRANSIT OPERATIONS PROGRAM AND FOR THE PROJECTS FUNDED BY LOW
CARBON TRANSIT OPERATIONS PROGRAM FUNDS**

WHEREAS, the San Bernardino County Transportation Authority (SBCTA) is an eligible project sponsor and may receive state funding from the Low Carbon Transit Operations Program (LCTOP) now or sometime in the future for transit projects; and

WHEREAS, the statutes related to state-funded transit projects require a local or regional implementing agency to abide by various regulations; and

WHEREAS, Senate Bill 862 (2014) named the Department of Transportation (Department) as the administrative agency for the LCTOP; and

WHEREAS, the Department has developed guidelines for the purpose of administering and distributing LCTOP funds to eligible project sponsors (local agencies); and

WHEREAS, the Department's LCTOP guidelines require SBCTA to execute certain documents, including Certifications and Assurances and Authorized Agent documents for SBCTA projects; and

WHEREAS, SBCTA wishes to delegate authorization to execute these documents and any amendments thereto to the SBCTA Executive Director, or their designee; and

WHEREAS, SBCTA wishes to implement the LCTOP Projects listed below.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the San Bernardino County Transportation Authority, as follows:

Section 1. The fund recipient, SBCTA, agrees to comply with all conditions and requirements set forth in the Certifications and Assurances and the Authorized Agent documents and in applicable statutes, regulations and guidelines for all LCTOP funded transit projects.

Section 2. The SBCTA Executive Director, or their designee, is authorized to execute all required documents of the LCTOP program, and any Amendments thereto with the Department.

Section 3. The submittal of the following project nominations and allocation requests to the Department in Fiscal Year (FY) 2023/2024 for LCTOP funds is hereby authorized:

Project Name: Free Fare Subsidy

Amount of LCTOP Funds Requested: \$45,000

Project Description: Basin Transit will provide free fares on fixed-route services throughout Morongo Basin.

Contributing Sponsor: SBCTA

Project Lead: Basin Transit

Low Income Community Benefit: This project will benefit a low income community.

Project Name: Bus Stop Improvements

Amount of LCTOP Funds Requested: \$146,152

Project Description: Basin Transit will enhance bus stops for Americans with Disabilities Act (ADA) accessibility.

Contributing Sponsor: SBCTA

Project Lead: Basin Transit

Low Income Community Benefit: This project will benefit a low income community.

Project Name: San Bernardino Mountains Bus Stop Revitalization

Amount of LCTOP Funds Requested: \$132,140

Project Description: Mountain Transit will improve existing bus stops that leave patrons exposed to inclement weather and fatigue and bring the facilities up to current codes and standards including lighting and ADA compliance.

Contributing Sponsor: SBCTA

Project Lead: Mountain Transit

Disadvantaged Community Benefit: This project will benefit a disadvantaged community.

Low Income Community Benefit: This project will benefit a low income community.

Project Name: Fuel Cell Electric Buses

Amount of LCTOP Funds Requested: \$1,069,991

Project Description: Victor Valley Transit Authority will purchase three new 40', Class H zero-emission fuel cell electric buses (FCEB). Funds for FY 2023/2024 will be rolled over with LCTOP funds from FY 2020/2021, FY 2021/2022 and FY 2022/2023 to fund this FCEB purchase.

Contributing Sponsor: SBCTA

Project Lead: Victor Valley Transit Authority

Disadvantaged Community Benefit: This project will benefit a disadvantaged community.

Low Income Community Benefit: This project will benefit a low income community.

Project Name: Fare Media Subsidy

Amount of LCTOP Funds Requested: \$40,000

Project Description: Victor Valley Transit Authority will collaborate with non-profit human and social service agencies to provide subsidized transportation services to seniors, individuals with disabilities, and low-income populations.

Contributing Sponsor: SBCTA

Project Lead: Victor Valley Transit Authority

Disadvantaged Community Benefit: This project will benefit a disadvantaged community.

Low Income Community Benefit: This project will benefit a low income community.

Project Name: Free Fares for K-12

Amount of LCTOP Funds Requested: \$120,000

Project Description: Victor Valley Transit Authority will offer free transit to students K-12. This program authorizes students enrolled in K-12 the opportunity to ride Victor Valley Transit Fixed and County Routes fare-free by simply presenting their current student ID to the bus operator upon boarding.

Contributing Sponsor: SBCTA

Project Lead: Victor Valley Transit Authority

Disadvantaged Community Benefit: This project will benefit a disadvantaged community.

Low Income Community Benefit: This project will benefit a low-income community.

Project Name: Free Fare on Special Days

Amount of LCTOP Funds Requested: \$40,000

Project Description: Victor Valley Transit Authority will offer free fare days on Cinco de Mayo, National Bike to Work Day, Juneteenth, a future free fare day, and for the months of October and December.

Contributing Sponsor: SBCTA

Project Lead: Victor Valley Transit Authority

Disadvantaged Community Benefit: This project will benefit a disadvantaged community.

Low Income Community Benefit: This project will benefit a low-income community.

Project Name: First/Last Mile Shuttle Services

Amount of LCTOP Funds Requested: \$1,119,590

Project Description: Omnitrans will provide two shuttle services: one between the San Bernardino Transit Center and downtown San Bernardino to make a connection to Metrolink and the new Arrow service, and one between the Cucamonga Metrolink Station in Rancho Cucamonga and Ontario International Airport.

Contributing Sponsor: SBCTA

Project Lead: Omnitrans

Disadvantaged Community Benefit: This project will benefit a disadvantaged community.

Low Income Community Benefit: This project will benefit a low income community.

Project Name: Student Fare Subsidy Program

Amount of LCTOP Funds Requested: \$203,167

Project Description: Omnitrans will provide free fares to students K-12 in their service area.

Contributing Sponsor: SBCTA

Project Lead: Omnitrans

Disadvantaged Community Benefit: This project will benefit a disadvantaged community.

Low Income Community Benefit: This project will benefit a low income community.

Project Name: West Valley Connector Free Fares

Amount of LCTOP Funds Requested: \$315,000

Project Description: Omnitrans will provide free fares for the new Bus Rapid Transit – West Valley Connector. LCTOP funds for FY 2023/2024 will be accrued with FY 2024/2025 and will be used at the start of service implementation in FY 2025/2026.

Contributing Sponsor: SBCTA

Project Lead: Omnitrans

Disadvantaged Community Benefit: This project will benefit a disadvantaged community.
Low Income Community Benefit: This project will benefit a low income community.

Project Name: West Valley Connector Weekend Service

Amount of LCTOP Funds Requested: \$1,482,000

Project Description: Omnitrans will provide weekend service for the Bus Rapid Transit – West Valley Connector. LCTOP funds for FY 2023/2024 will be accrued with FY 2024/2025 and will be used at the start of service implementation in FY 2025/2026.

Contributing Sponsor: SBCTA

Project Lead: Omnitrans

Disadvantaged Community Benefit: This project will benefit a disadvantaged community.

Low Income Community Benefit: This project will benefit a low income community.

Project Name: San Bernardino County Rail Ridership Recovery Program

Amount of LCTOP Funds Requested: \$598,946

Project Description: SBCTA will provide free Metrolink trips and passes for riders within San Bernardino County.

Contributing Sponsor: City of Needles and SBCTA

Project Lead: SBCTA

Disadvantaged Community Benefit: This project will benefit a disadvantaged community.

Low Income Community Benefit: This project will benefit a low income community.

Project Name: SCRRA Student Adventure Pass

Amount of LCTOP Funds Requested: \$467,798

Project Description: SBCTA will provide free fares to college students in San Bernardino County as part of the SCRRA Student Adventure Pass Program.

Contributing Sponsor: SBCTA

Project Lead: SBCTA

Disadvantaged Community Benefit: This project will benefit a disadvantaged community.

Low Income Community Benefit: This project will benefit a low income community.

Section 4: This resolution shall take effect immediately upon its adoption.

APPROVED AND ADOPTED at a meeting of the San Bernardino County Transportation Authority held on April 3, 2024.

 Dawn M. Rowe, President
 San Bernardino County Transportation Authority

ATTEST:

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



FY 2023-2024 LCTOP Certifications and Assurances

Lead Agency: Lead Agency

Project Title: Project Title

Prepared by: _____

The California Department of Transportation (Caltrans) has adopted the following Certifications and Assurances for the Low Carbon Transit Operations Program (LCTOP). As a condition of the receipt of LCTOP funds, Lead Agency must comply with these terms and conditions.

A. General

1. The Lead Agency agrees to abide by the current LCTOP Guidelines and applicable legal requirements.
2. The Lead Agency must submit to Caltrans a signed Authorized Agent form designating the representative who can submit documents on behalf of the project sponsor and a copy of the board resolution appointing the Authorized Agent.

B. Project Administration

1. The Lead Agency certifies that required environmental documentation is complete before requesting an allocation of LCTOP funds. The Lead Agency assures that projects approved for LCTOP funding comply with Public Resources Code § 21100 and § 21150.
2. The Lead Agency certifies that a dedicated bank account for LCTOP funds only will be established within 30 days of receipt of LCTOP funds.
3. The Lead Agency certifies that when LCTOP funds are used for a transit capital project, that the project will be completed and remain in operation for its useful life.
4. The Lead Agency certifies that it has the legal, financial, and technical capacity to carry out the project, including the safety and security aspects of that project.
5. The Lead Agency certifies that they will notify Caltrans of pending litigation, dispute, or negative audit findings related to the project, before receiving an allocation of funds.
6. The Lead Agency must maintain satisfactory continuing control over the use of project equipment and facilities and will adequately maintain project equipment and facilities for the useful life of the project.
7. Any interest the Lead Agency earns on LCTOP funds must be used only on approved LCTOP projects.
8. The Lead Agency must notify Caltrans of any changes to the approved project with a Corrective Action Plan (CAP).



FY 2023-2024 LCTOP

9. Under extraordinary circumstances, a Lead Agency may terminate a project prior to completion. In the event the Lead Agency terminates a project prior to completion, the Lead Agency must (1) contact Caltrans in writing and follow-up with a phone call verifying receipt of such notice; (2) pursuant to verification, submit a final report indicating the reason for the termination and demonstrating the expended funds were used on the intended purpose; (3) submit a request to reassign the funds to a new project within 180 days of termination.

C. Reporting

1. The Lead Agency must submit the following LCTOP reports:

- a. **Annual Project Activity Reports October 27th each year.**
 - b. **A Close Out Report within six months of project completion.**
 - c. **The annual audit required under the Transportation Development Act (TDA), to verify receipt and appropriate expenditure of LCTOP funds. A copy of the audit report must be submitted to Caltrans within six months of the close of the year (December 31) each year in which LCTOP funds have been received or expended.**
 - d. **Project Outcome Reporting as defined by CARB Funding Guidelines.**
 - e. **Jobs Reporting as defined by CARB Funding Guidelines.**
2. Other Reporting Requirements: CARB develops and revises Funding Guidelines that will include reporting requirements for all State agencies that receive appropriations from the Greenhouse Gas Reduction Fund. Caltrans and project sponsors will need to submit reporting information in accordance with CARB's Funding Guidelines, including reporting on greenhouse gas reductions and benefits to disadvantaged communities.

D. Cost Principles

1. The Lead Agency agrees to comply with Title 2 of the Code of Federal Regulations 225 (2 CFR 225), Cost Principles for State and Local Government, and 2 CFR, Part 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
2. The Lead Agency agrees, and will assure that its contractors and subcontractors will be obligated to agree, that:
 - a. Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allow ability of individual project cost items and
 - b. Those parties shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. Every sub-recipient receiving LCTOP funds as a contractor or sub-contractor shall comply with



FY 2023-2024 LCTOP

Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

3. Any project cost for which the Lead Agency has received funds that are determined by subsequent audit to be unallowable under 2 CFR 225, 48 CFR, Chapter 1, Part 31 or 2 CFR, Part 200, are subject to repayment by the Lead Agency to the State of California (State). All projects must reduce greenhouse gas emissions, as required under Public Resources Code section 75230, and any project that fails to reduce greenhouse gases shall also have its project costs submit to repayment by the Lead Agency to the State. Should the Lead Agency fail to reimburse moneys due to the State within thirty (30) days of demand, or within such other period as may be agreed in writing between the Parties hereto, the State is authorized to intercept and withhold future payments due the Lead Agency from the State or any third-party source, including but not limited to, the State Treasurer and the State Controller.

A. Record Retention

1. The Lead Agency agrees and will assure that its contractors and subcontractors shall establish and maintain an accounting system and records that properly accumulate and segregate incurred project costs and matching funds by line item for the project. The accounting system of the Lead Agency, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles (GAAP) and enable the determination of incurred costs at interim points of completion. All accounting records and other supporting papers of the Lead Agency, its contractors and subcontractors connected with LCTOP funding shall be maintained for a minimum of three (3) years after the “Project Closeout” report or final Phase 2 report is submitted (per ARB Funding Guidelines, Vol. 3, page 3.A-16), and shall be held open to inspection, copying, and audit by representatives of the State and the California State Auditor. Copies thereof will be furnished by the Lead Agency, its contractors, and subcontractors upon receipt of any request made by the State or its agents. In conducting an audit of the costs claimed, the State will rely to the maximum extent possible on any prior audit of the Lead Agency pursuant to the provisions of federal and State law. In the absence of such an audit, any acceptable audit work performed by the Lead Agency’s external and internal auditors may be relied upon and used by the State when planning and conducting additional audits.
2. For the purpose of determining compliance with Title 21, California Code of Regulations, Section 2500 et seq., when applicable, and other matters connected with the performance of the Lead Agency’s contracts with third parties pursuant to Government Code § 8546.7, the project sponsor, its contractors and subcontractors and the State shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All of the above referenced parties shall make such materials available at their respective offices at all reasonable times



FY 2023-2024 LCTOP

during the entire project period and for three (3) years from the date of final payment. The State, the California State Auditor, or any duly authorized representative of the State, shall each have access to any books, records, and documents that are pertinent to a project for audits, examinations, excerpts, and transactions, and the Lead Agency shall furnish copies thereof if requested.

- 3. The Lead Agency, its contractors and subcontractors will permit access to all records of employment, employment advertisements, employment application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission, or any other agency of the State of California designated by the State, for the purpose of any investigation to ascertain compliance with this document.

F. Special Situations

Caltrans may perform an audit and/or request detailed project information of the project sponsor's LCTOP funded projects at Caltrans' discretion at any time prior to the completion of the LCTOP.

I certify all of these conditions will be met.

(Print Authorized Agent)

(Title)

(Signature)

(Date)



FY 2021-2022 LCTOP
Authorized Agent

AS THE Executive Director
(Chief Executive Officer/Director/President/Secretary)

OF THE San Bernardino County Transportation Authority
(Name of County/City/Transit Organization)

I hereby authorize the following individual(s) to execute for and on behalf of the named Regional Entity/Transit Operator, any actions necessary for the purpose of obtaining Low Carbon Transit Operations Program (LCTOP) funds provided by the California Department of Transportation, Division of Rail and Mass Transportation. I understand that if there is a change in the authorized agent, the project sponsor must submit a new form. This form is required even when the authorized agent is the executive authority himself. I understand the Board must provide a resolution approving the Authorized Agent. The Board Resolution appointing the Authorized Agent is attached.

Victor Lopez, Director of Transit and Rail Programs OR
(Name and Title of Authorized Agent)

Carrie Schindler, Deputy Executive Director OR
(Name and Title of Authorized Agent)

Andrea Zureick, Director of Fund Administration OR
(Name and Title of Authorized Agent)

Dr. Raymond W. Wolfe Executive Director
(Print Name) (Title)


(Signature)

Approved this 14th day of June, 2022

Attachment: FY21.22 LCTOP Authorized Agent Form_signed 06.14.22 (10457 : Fiscal Year 2023/2024 Low Carbon Transit Operations Program -

Minute Action

AGENDA ITEM: 24

Date: April 3, 2024

Subject:

Fiscal Year 2023/2024 Senate Bill 125 Allocations

Recommendation:

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

- A. Approve the funding allocations in Table 2 for the Senate Bill 125 Formula-Based Funding for Transit and Intercity Rail Capital Program and Zero-Emission Transit Capital Program for Fiscal Year 2023/2024.
- B. Direct staff to prepare funding agreements with the transit operators to outline the project schedule and local funding commitments after allocations have been approved by the California State Transportation Agency.
- C. Authorize the Executive Director, or his designee, to execute the funding agreements with the transit operators upon approval as to form by SBCTA General Counsel.

Background:

The Transit and Intercity Rail Capital Program (TIRCP) was created by Senate Bill (SB) 862 (Chapter 36, Statutes of 2014) and modified by SB 9 (Chapter 710, Statutes of 2015), to provide grants from the Greenhouse Gas Reduction Fund (GGRF) to fund transformative capital improvements that will modernize California’s intercity commuter and urban rail systems, and bus and ferry transit systems to significantly reduce emissions of greenhouse gases, vehicle miles traveled, and congestion. Assembly Bill (AB) 398 (Chapter 135, Statutes of 2017) extended the Cap-and-Trade Program that supports the TIRCP from 2020 through 2030. SB 1 (Chapter 5, Statutes of 2017) continues to provide a historic funding increase for transportation with funds directed to the TIRCP from the Public Transportation Account (PTA).

AB 102 (Chapter 38, Statutes of 2023) and SB 125 (Chapter 54, Statutes of 2023) amended the Budget Act of 2023 to appropriate \$4 billion from the General Fund to the TIRCP over the next two fiscal years as well as \$910 million of GGRF funding and \$190 million of PTA funding over the next four fiscal years to establish the Zero-Emission Transit Capital Program (ZETCP). These funds are formula funds that are to be administered by San Bernardino County Transportation Authority (SBCTA). The TIRCP portion is distributed to SBCTA based on a population formula and the ZETCP is distributed to SBCTA based on the State Transportation Assistance (STA) formula, which is 50% based on population and 50% based on transit operator revenues.

As outlined in SB 125, it is the intent of the Legislature to:

1. Provide one-time multiyear bridge funding for transit operators to address operational costs until long-term transit sustainability solutions are identified.
2. Assist transit operators in preventing service cuts and increasing ridership.
3. Prioritize the availability of transit for riders who are transit dependent.
4. Prioritize transit agencies representing a significant percentage of the region’s ridership.

Entity: San Bernardino County Transportation Authority

Board of Directors Agenda Item

April 3, 2024

Page 2

In March 2024, San Bernardino County Transportation Authority (SBCTA) Board of Directors apportioned the Fiscal Year (FY) 2023/2024 funds to the Valley Subarea and to the Mountain/Desert operators in the same manner as they are received by SBCTA. Table 1 below is the resulting apportionment with the TIRCP funds being apportioned based on population and ZETCP funds being apportioned in the same manner as the STA funds with 50% based on population and 50% based on transit operator revenue, consistent with the FY 2023/2024 STA operator apportionments.

Table 1 – Fiscal Year 2023/2024 TIRCP/ZETCP Formula Apportionments

				TIRCP	ZETCP	TOTAL
Estimated Fiscal Year 2023/2024 Apportionment				\$ 110,856,746	\$ 13,864,934	\$ 124,721,680
Less SBCTA Administration					\$ 2,591,912	\$ 2,591,912
Total Estimated Funds Available				\$ 110,856,746	\$ 11,273,022	\$ 122,129,768
Apportionment Area	Population	Percentage	Revenue Basis Percentage (PUC Section 99314)	TIRCP Apportionment	ZETCP Apportionment	Total Apportionment
Valley	1,584,480	72.43%	90.81%	\$ 80,291,222	\$ 9,200,869	\$ 89,492,091
Mountain/Desert	603,185	27.57%	9.19%	\$ 30,565,524	\$ 2,072,153	\$ 32,637,677
<i>MBTA</i>	71,822	11.91%	1.53%	\$ 3,639,476	\$ 246,734	\$ 3,886,209
<i>Mountain Transit</i>	50,897	8.44%	0.84%	\$ 2,579,132	\$ 174,849	\$ 2,753,981
<i>VVTA</i>	475,590	78.85%	6.74%	\$ 24,099,833	\$ 1,633,819	\$ 25,733,652
<i>City of Needles</i>	4,876	0.81%	0.09%	\$ 247,084	\$ 16,751	\$ 263,835
TOTAL	2,187,665	100.00%	100.00%	\$ 110,856,746	\$ 11,273,022	\$ 122,129,768

As approved by the Board in December 2023, the Initial Allocation Package that was submitted to the California State Transportation Agency in December 2023 was limited to known funding shortfalls for SBCTA capital projects to allow time for SBCTA and the operators to review their Short Range Transit Plans and plan for the best use of these funds. There is \$56,157,312 remaining from the FY 2023/2024 SB 125 TIRCP and \$9,200,869 in ZETCP in the apportionment for the Valley. Additionally, there is \$30,565,524 in TIRCP and \$2,072,153 in ZETCP in the Mountain/Desert apportionment for SB 125, bringing the combined FY 2023/2024 SB 125 TIRCP balance to \$97,995,858.

Based on staff reviews and operator discussions staff is recommending allocations to the following projects: (as shown in Table 2 beginning on the following page).

Table 2 – SB 125 Project Recommendations

Project	Description	Capital Cost	Operating Cost
VVTA Retrofit Maintenance Shop	Retrofit the maintenance shop to allow staff to safely work on fuel cell buses.	\$1,430,000	\$ 0
VVTA Barstow Transfer Point	Build approximately eight - ten saw tooth cutouts with shelters and two operator restrooms for the Barstow Transfer Point to increase ridership and improve connectivity.	\$3,650,000	\$ 0
VVTA Improve Barstow County Routes	Improve route 28 and 29 by adding another route, 27. Increasing the frequency of the route from 180 minutes to 120 minutes. One more Fuel Cell Electric bus will be purchased to achieve this goal.	\$1,500,000	\$1,600,000
VVTA Improvements on Victorville/Adelanto Routes	Improve routes 32 and 55 by increasing the frequency from 60 minutes to 30 minutes per route. This requires three additional Fuel Cell Electric Buses.	\$4,500,000	\$2,400,000
VVTA Sheriff Contract	Two years of Sheriff department contract and enhance coverage of system wide security.	\$ 0	\$3,600,000
VVTA Microtransit	Improve the microtransit system by increasing service, adding multiple zones in Apple Valley and North Adelanto. Purchase one additional microtransit vehicle.	\$190,000	\$1,270,000
VVTA Operations and Maintenance Contract Increase	Third party operations and maintenance service contract increase to prevent service cuts, support recovery strategies, and improve workforce development.	\$ 0	\$5,593,652
City of Needles Fort Mohave Shuttle	Implement the Fort Mohave Shuttle to give City of Needles residents access to a pharmacy and grocery store.	\$ 0	\$ 247,084
City of Needles Zero-Emission Vehicle	Purchase a Zero-Emission Vehicle to meet the state mandate.	\$16,751	\$ 0

Board of Directors Agenda Item

April 3, 2024

Page 4

Project	Description	Capital Cost	Operating Cost
Omnitrans Operating	Use to address operational cost increases to prevent service cuts.	\$ 0	\$38,930,779
SBCTA Arrow DMU to ZEMU	These funds will be used to convert the Arrow Service fleet to Zero-Emissions.	\$9,200,869	\$ 0
Metrolink/Arrow Operating	Use to address operational cost increases to prevent service cuts.	\$ 0	\$16,226,533
Basin Transit Operating	These funds will be used to cover funding shortfalls expected in the next four years.	\$ 0	\$ 3,639,475
Basin Transit Zero-Emission Vehicles	Purchase Zero-Emission Vehicles to meet the state mandate.	\$246,734	\$ 0
Mountain Transit Airport Shuttle (Valley Share)	Operating and Capital to create and operate a new airport (ONT) shuttle from Big Bear and Crestline twice weekly	\$315,000	\$685,000
Mountain Transit Onboard Passenger Information System	Install and implement Onboard Passenger Information hardware and software.	\$594,270	\$95,200
Mountain Transit Microtransit	Create Microtransit option in the Mountain Community; includes the purchase of two vehicles.	\$460,000	\$237,640
Mountain Transit Operating	Use to address operational cost increases to prevent service cuts.	\$30,550	\$1,336,321
SUBTOTAL		\$22,134,174	\$75,861,684
		TOTAL	\$97,995,858

Financial Impact:

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

Reviewed By:

This item was reviewed and unanimously approved by the Transit Committee on March 15, 2024.

Responsible Staff:

Nancy Strickert, Transit Manager

Board of Directors Agenda Item
April 3, 2024
Page 5

Approved
Board of Directors
Date: April 3, 2024
Witnessed By:

San Bernardino County Transportation Authority

Minute Action

AGENDA ITEM: 25

Date: April 3, 2024

Subject:

Award Contract No. 24-1003033 for San Bernardino County Transportation Authority / San Bernardino Council of Governments Equity Policy Framework

Recommendation:

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

Award Contract No. 24-1003033 for the Equity Policy Framework to Raimi & Associates, Inc., in the amount of \$199,934, to be funded with the Indirect Cost Fund with a term effective until August 31, 2025.

Background:

In the summer of 2020, the social unrest nationwide led to many government agencies responding to the issue 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 take measures to address it.

Upon reflection on the role that transportation has historically played in creating inequities, the San Bernardino County Transportation Authority (SBCTA) and San Bernardino Associated Governments (SBCOG) Board of Directors (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.*

The Equity Ad Hoc Committee provided direction to ensure equity is taken into account for every project, program, and policy SBCTA and SBCOG have put in place moving forward. The creation of an Equity Policy Framework that will guide staff as projects and programs are planned will ensure that staff consistently addresses barriers to equity as we plan, construct, and implement the will of the Board.

- **Equity Policy Framework**

The goal is to create/establish a policy framework for how SBCTA and SBCOG do business through the lens of equity. The Board will establish policy through the Equity Framework to ensure the agencies are meeting identified needs when implementing projects and programs and conducting outreach for them, and to create and establish relationships with Community Based Organizations.

Entity: San Bernardino County Transportation Authority

Board of Directors Agenda Item

April 3, 2024

Page 2

On June 1, 2022, the Board approved moving forward with the Equity Policy Framework. The cost for this contract is included in the Fiscal Year 2023/2024 Adopted Budget.

SBCTA released Request for Proposals (RFP) 24-1003033 on October 12, 2023, seeking a firm knowledgeable and experienced to develop a SBCTA/SBCOG Equity Framework. The RFP notification for this project was received by 513 vendors registered on PlanetBids and was downloaded by 24 firms. On November 8, 2023, SBCTA received three (3) proposals, from GCAP Services, Inc., HNTB Corporation, and Raimi & Associates, Inc.

The Evaluation Committee (Committee) consisted of three SBCTA staff. The procurement professional reviewed each proposal to determine whether it was responsive to the requirements of the RFP and determined all proposals were responsive. Each Committee member independently read and scored each firm's proposal, and on November 27, 2023, the Committee met to evaluate and rank the firms based on qualifications, related experience, reference scores, staffing and organization, and work plan. The Committee members individually scored the proposals based on the following evaluation criteria: Qualifications of the Firm – 25 points; Proposed Staffing and Project Organization – 25 points; Work Plan - 40 points; and Price - 10 points, for a total of 100 points.

On December 4, 2023, all firms were invited to interviews to further assess their abilities to fulfill the obligations of the scope of work. The Committee independently scored each firm based on the firms' answers to questions.

The interview and technical proposal were weighted 60% and 40%, respectively. As a result of the scoring, the Committee recommended that the contract to perform the scope of work, as outlined in RFP No. 24-1003033 and included as Exhibit A to the contract, be awarded to Raimi & Associates, Inc. The firm ranked first in technical score and overall score. The firm clearly demonstrated a thorough understanding of the scope of work and proposed an overall solid team.

Conclusively, staff recommends Raimi & Associates, Inc. be awarded the contract in the amount not-to-exceed \$199,934, for a term through August 31, 2025.

Financial Impact:

This contract is included in the adopted Budget for Fiscal Year 2023/2024 and funded with the Indirect Cost Fund in Program 01, General Government, Task 0501, Intergovernmental.

Reviewed By:

This item was reviewed and unanimously recommended for approval by the General Policy Committee on March 13, 2024. SBCTA General Counsel, Procurement Manager, and Enterprise Risk Manager have reviewed this item and the draft contract.

Responsible Staff:

Monique Reza-Arellano, Chief of COG and Equity Programs

Board of Directors Agenda Item
April 3, 2024
Page 3

Approved
Board of Directors
Date: April 3, 2024
Witnessed By:

San Bernardino County Transportation Authority

General Contract Information

Contract No: 24-1003033 Amendment No.: _____
 Contract Class: Payable Department: Council of Governments
 Vendor No.: 03518 Vendor Name: Raimi and Associates
 Description: Equity Framework

List Any Related Contract Nos.: _____

Dollar Amount					
Original Contract	\$	199,934.00	Original Contingency	\$	-
Prior Amendments	\$	-	Prior Amendments	\$	-
Prior Contingency Released	\$	-	Prior Contingency Released (-)	\$	-
Current Amendment	\$	-	Current Amendment	\$	-
Total/Revised Contract Value	\$	199,934.00	Total Contingency Value	\$	-
Total Dollar Authority (Contract Value and Contingency)				\$	199,934.00

Contract Authorization

Board of Directors Date: 04/03/2024 Board Item # 10444

Contract Management (Internal Purposes Only)

Other Contracts Sole Source? No N/A
 Local Professional Services (Non-A&E) N/A

Accounts Payable

Estimated Start Date: 04/30/2024 Expiration Date: 08/31/2025 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	\$	199,934.00	\$	-
GL	7001	01	0501	0222	52005	43001000	Indirect		199,934.00		-
GL									-		-
GL									-		-
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Monique Reza-Arellano
 Project Manager (Print Name)

Steven Smith
 Task Manager (Print Name)

Additional Notes: _____

Attachment: css (10444 : Award Contract 24-1003033 for SBCTA/SBCOG Equity Policy Framework)

CONTRACT NO. 24-1003033**BY AND BETWEEN****SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY****AND****RAIMI & ASSOCIATES, INC.****FOR****SBCTA/SBCOG EQUITY FRAMEWORK**

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 Raimi & Associates, Inc., (“CONSULTANT”), whose address is 1900 Addison Street, Suite 200, Berkeley, CA 94704. 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 Monique Reza-Arellano, 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 August 31, 2025, 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.

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 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 One Hundred Ninety-Nine Thousand, Nine Hundred and Thirty Four Dollars (\$199,934). 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 INTENTIONALLY OMITTED.
- 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 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 INTENTIONALLY OMITTED.

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) 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, 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 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 or 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 Project Manager. 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
Eric Yurkovich	Principal-in-Charge
Juan Reynoso	Senior Planner
Kym Dorman	Strategic Advisor
Paige Kruza	Senior Researcher
Michelle Hernandez	Planner
Sarah Perez	Planner
Christian Ledezma	Graphic Designer

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. 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.
- 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. CONSULTANT shall not release any reports, information or promotional material related to this Contract for any purpose without prior written approval 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.
- 17.7 However, notwithstanding the foregoing and any provision to the contrary herein, intellectual property owned or created by any third party other than CONSULTANT, its subconsultants, or SBCTA ("Third-Party Content"), and inventions, improvements, discoveries, methodologies, models, formats, software, algorithms, processes, procedures, designs, specifications, findings, and other intellectual properties developed, gathered, compiled or produced by CONSULTANT or its subconsultants prior to or independently of their performance of this Contract ("Background IP"), including such Third-Party

Content or Background IP that CONSULTANT or its subconsultants may employ in its performance of this Contract, or may incorporate into any part of the Products, shall not be the property of SBCTA. The Third Party, CONSULTANT, or CONSULTANT's subconsultants, as applicable, shall retain all rights, titles, and interests, including but not limited to all ownership and intellectual property rights, in all such Background IP. CONSULTANT, and its subconsultants as applicable, grant SBCTA an irrevocable, non-exclusive, non-transferable, royalty-free license in perpetuity to use, reproduce, prepare derivative works based upon, distribute, disclose, derive from, perform, and display such Background IP, but only as an inseparable part of, and only for the purpose intended by creation of, the Products. In the event the Products contain, or incorporate any Third-Party Content, or derivative work based on such Third-Party Content, or any compilation that includes such Third-Party Content, CONSULTANT shall secure all licenses to any such Third-Party Content, but only as an inseparable part of the Products, where such licenses are necessary for SBCTA to utilize and enjoy CONSULTANT 's Work and the Products for their intended purposes.

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 its 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 \$2,000,000
- Coverage shall be appropriate for the CONSULTANT's profession and provided

services to include coverage for errors and omissions arising out of the CONSULTANT's professional services, or services of any person employed by the CONSULTANT, or any person for whose acts, errors, mistakes or omissions the CONSULTANT may be legally liable.

- If Coverage is on a claims made basis:
 - Policy shall contain a retroactive date for coverage of prior acts, which date will be prior to the date the CONSULTANT begins to perform Work under this Contract.
 - CONSULTANT shall secure and maintain "tail" coverage for a minimum of three (3) years after Contract completion.

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 **\$2,000,000 each occurrence.**
- The policy shall, at a minimum, include coverage for any and all of the following: bodily injury, property damage, personal injury, broad form contractual liability (including coverage to the maximum extent possible for the indemnifications in this Contract), premises-operations (including explosion, collapse and underground coverage), duty to defend in addition to (without reducing) the limits of the policy (ies), and products and completed operations.
 - \$2,000,000 per occurrence limit for property damage or bodily injury
 - \$1,000,000 per occurrence limit for personal injury and advertising injury
 - \$2,000,000 per occurrence limits for products/completed operations coverage (ISO Form 20 37 10 01) if SBCTA's Risk Manager determines it is in SBCTA's best interests to require such coverage,

- If a general aggregate applies, it shall apply separately to this project/location. The 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 **\$1,000,000** 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 Cyber Liability Insurance. Appropriate to the Consultant's profession and work hereunder, with limits not less than \$1,000,000 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.

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 (SBCTA), the San Bernardino Associated Governments ("SANBAG" or "SBCOG"), SANBAG's Entities, and their 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 any additional insured to vicarious liability, but shall allow coverage for all additional insureds 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 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 insurance@gosbcta.com, to the attention of SBCTA's Risk Manager, 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 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.

- 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. If SBCTA makes changes to the insurance CONSULTANT will secure the required changes within 30 days of written notice by SBCTA. CONSULTANT will be entitled to reimbursement by SBCTA for the increased cost of insurance at actual cost. Any decrease in premium cost will be refunded to SBCTA.

ARTICLE 22. INDEMNITY

- 22.1 For all Work and obligations under this Contract, CONSULTANT agrees to indemnify, defend (with legal counsel reasonably approved by SBCTA) and hold harmless SBCTA, SANBAG, SANBAG's Entities, and their authorized officers, employees, and agents ("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 Indemnitee(s) 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 Indemnitees' "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 Indemnitee.

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, unless otherwise specified in this Contract..

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 the following: 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
1900 Addison Street, Suite 200	1170 W. 3 rd Street, 2 nd Floor
Berkeley, CA 94704	San Bernardino, CA 92410-1715
Attn: Matt Raimi	Attn: Monique Reza-Arellano
Email:matt@raimiassociates.com	Email: mreza-arellano@gosbcta.com
Phone: 510-666-1010	Phone: (909) 884-8276
2 nd Contact: Eric Yorkovich	Copy: Procurement Manager
Email:eric@raimiassociates.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

See Article 17.

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.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract below.

RAIMI & ASSOCIATES, INC., A CALIFORNIA CORPORATION

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

By: _____
Matthew Raimi
Chief Executive Officer

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

Date: _____

Date: _____

APPROVED AS TO FORM

By: _____
Matthew Raimi
Secretary

By: _____
Julianna K. Tillquist
General Counsel

Date: _____

Date: _____

CONCURRENCE

By: _____
Shaneka M. Morris
Procurement Manager

Date: _____

Attachment: 24-1003033 (10444 : Award Contract 24-1003033 for SBCTA/SBCOG Equity Policy Framework)

EXHIBIT A
EQUITY POLICY FRAMEWORK

SCOPE OF WORK

SBCTA/SBCOG holds equity among the residents and businesses of the San Bernardino region in highest esteem. Under direction of the Board of Directors, a policy framework will be created and established to ensure that equity is a common factor taken into account through all projects, processes, and dealings of the agency. The policy framework will be the foundation upon which staff will ensure equity is a focus when moving projects and processes forward and when/how those policies apply for certain activities.

Goal of Equity Policy Framework

1. Establishes an equity policy framework for SBCOG/SBCTA that helps guide the agency towards its equity goals when implementing projects, designing programs, and performing public outreach.
2. Creates and establishes relationships with Community Based Organizations.

Timeline/Schedule

The total time for the Equity Policy Framework will not exceed 18 months. Task 1 and all deliverables under Task 1 will be complete within the first 11 months. Task 2 will run concurrently with Task 1 and the deliverable will be complete within first 11 months. Task 3 should be complete within 15 months, and the Final toolkit draft will be deliverable upon project completion. The consultant team will submit a schedule showing the project's planned progression and a proposed cost-per-task at the kick-off meeting, which will provide SBCTA/SBCOG staff with an understanding of progress payment and project completion rate.

Scope of Work

1. (70%) Identify Specific Equity Goals for policy. Conduct workshops and interviews to identify and clarify regional equity goals. Consultant will attend a total of 6 workshops to request input and solicit ideas, and provide summaries of feedback to SBCTA/SBCOG. Consultant will also compile examples of equity policy frameworks from other Southern California agencies comparable to SBCTA/SBCOG to provide a frame of reference and ideas for how other agencies have structured equity programs. Workshops to be among stakeholders that include policy makers, agency staff, non-profits/CBOs, and other stakeholders as appropriate
 - a. Create agenda, presentations, and collateral for 6 workshops. Create presentation and surveys specific to audience for each workshop. Workshops will be held initially to receive input as well as following completion of goals list to report back to all interested stakeholders.
 - b. Identify and engage a comprehensive list of stakeholders, including, but not limited to:

- i. Member Agency Policy Makers
 - ii. Member Agency Staff Members
- c. Conduct workshops to solicit ideas, feedback, and opinions on equity goals, opportunities, and barriers among several stakeholder groups:
 - i. Up to 4 workshops engaging policymakers, such as the Board of Directors or other elected staff
 - ii. Up to 7 workshops engaging SBCTA/SBCOG or other agency staff, with each workshop focusing on a relevant department
- d. Conduct up to 4 interviews with key Community Based Organizations
- e. Based on input from respective workshops and equity policy examples from other agencies, develop a goals list that is relevant to the authority SBCTA/SBCOG has over equity within the built environment and within its operating policies and procedures. Board of Directors to have final approval of policy framework goals.

Deliverables:

1. List and contact information of agency stakeholders
2. List and contact information of Community Based Organizations
3. Compilation of equity policies/frameworks from other comparable agencies
4. Presentations for workshops
5. Surveys to receive input from stakeholders
6. Report on workshop outcomes including attendees and input received.
7. Report on interview outcomes including attendees and input received
8. Draft and final goals list

**Use of the Regional Equity Study Data. The RES will provide data for existing condition and affected census tracts. This data and data analysis will be useful in identifying regional needs and CBOs*

2. (15%) Communities outreach strategy

- a. Identify CBOs, NGOs, and Non-Profits within the county and measure how they are impacted by equity issues over which SBCTA/SBCOG has influence. Provide strategy and recommendations for how to approach these communities. The information gained here will be heavily taken from interviews with CBOs in Task 1.
 - i. Create Comprehensive CBO list
 - ii. Create Comprehensive Non-Profit List
- b. Identify historically underrepresented communities in the county and measure how they are impacted by equity issues over which SBCOG/SBCTA has influence.* Provide strategy and recommendations for how to approach these communities. The information gained here will be heavily taken from interviews with CBOs in Task 1.

Deliverable:

1. Report/Memo including strategy for engaging underrepresented communities in the county on a regular basis for the purpose of having this sector inform work and priorities of the SBCTA/SBCOG work plan.

**Use of the Regional Equity Study Data. The RES will provide data for existing condition and affected census tracts. This data and data analysis will be useful in identifying regional needs and CBOs*

3. (8%) Partnership Study– SBCTA/SBCOG is interested in partnering with non-government entities, non-profits, and community-based organizations. The outcomes desired include program/project implementation, grant partnerships, etc. SBCTA/SBCOG need to understand program and funding opportunities, potential risk associated with partnering with a non-government entity, and establish insurance thresholds.

Deliverable:

1. Memo identifying funding programs, grants, and opportunities in which NGOs require government partnerships.
 - Table of funding opportunities that includes:
 - Funding amount
 - Program Agency
 - Eligible programs and projects
 - NGOs that have applied with government entities in the past.
 - Study/Report on partnership models from other government agencies, particularly Councils of Governments, insurance requirements, and outcomes of such partnerships.
4. (7%) Equity Framework Development and Toolkit– Create Policy Framework for including equity in policies and processes for SBCTA/SBCOG. Framework will include flowchart / “interview” process for consideration at start of projects, common remedies to identified gaps, and a clear statement of equity goals and desired outcomes.

Deliverable

1. Policy framework toolkit including:
 - Description of practices, policies, and processes and their applicability to different SBCTA/SBCOG activities and appropriate stages within those activities.
 - Information for project managers regarding where and when the processes apply and who would be responsible for carrying them out.



EXHIBIT B Price Proposal for Time and Materials

24-1003033

Key Personnel

Name	Classification/Title	Job Function	Hourly Rate
Eric Yurkovich	Principal-in-Charge	Principal-in-Charge, Project Manager	\$ 275
Kym Dorman	Principal	Strategic Advisor	\$ 275
Paige Kruza	Associate	Strategic Advisor	\$ 215
Juan Reynoso	Senior Planner	Deputy Project Manager	\$ 190
Michelle Hernandez	Planner	Research and Writing Support	\$ 140
Sarah Perez	Planner	Engagement Support	\$ 140
Christian Ledezma	Intermediate Graphic Designer	Graphic Design	\$ 125
Jason Pack	Principal	Transportation Policy Lead	\$ 335
Diwu Zhou	Associate	Transportation Policy Advisor	\$ 210
			\$
			\$
			\$
			\$
			\$

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
Direct Travel Airfare	\$	\$ 2,250
Direct Travel Lodging	\$	\$ 2,250
Direct Travel Mileage	\$	\$ 1,000
Direct Workshop Materials	\$	\$ 500
	\$	\$

Raimi + Associates

Proposer

Signature of Authorized Person

11/08/23

Date

Attachment: 24-1003033 Exhibit B (10444 : Award Contract 24-1003033 for SBCTA/SBCOG Equity Policy Framework)

**EXHIBIT B
Raimi + Associates Budget Estimate**

Hours per Task	Raimi + Associates					Fehr & Peers			Total	
	Principal	Senior Associate	Senior Planner	Planner	Graphic Designer	Principal	Manager	Planner	Labor Hours Per Task	Labor Cost Per Task
Task 1: Project Initiation and Coordination										
Task 1.1: Project Kick-Off Meeting	4		8	4		2	2	2	22	\$ 4,570
Task 1.2: Project Work Plan	2		8			2	2		14	\$ 3,160
Task 1.4: Project Coordination	22		30			2	4		58	\$ 13,260
Subtotal Task 1	28	-	46	4	-	6	8	2	94	\$ 20,990
Task 2: Equity Goals Development										
Task 2.1: Comparative Analysis and Document Scan	4	2	8	40		1	2	8	65	\$ 10,605
Task 2.2: Stakeholder Identification and Working Group	4		8	16		1	2	2	33	\$ 5,915
Task 2.3: Stakeholder Engagement Preparation	24	4	60	80	26		4	16	214	\$ 36,550
Task 2.4: Stakeholder Workshops	72		76	16		8	8	2	182	\$ 41,140
Task 2.5: Equity Goals List	8	4	16	24	8	2	4	2	68	\$ 12,270
Subtotal Task 2	112	10	168	176	34	12	20	30	562	\$ 106,480
Task 3: Communities Outreach Strategy										
Task 3.1: CBO and Non-Profit Database		2	8	20					30	\$ 4,750
Task 3.2: Historically Underrepresented Communities Ide	4	2	14	16					36	\$ 6,430
Task 3.3: Outreach Strategy Memo	4	4	16	32					56	\$ 9,480
Subtotal Task 3	8	8	38	68	-	-	-	-	122	\$ 20,660
Task 4: Partnership Study										
Task 4.1: Draft Partership Study	2	4	8	16		2	4	16	52	\$ 9,080
Task 4.2: Final Partership Study			4	8		1	2	4	19	\$ 3,235
Subtotal Task 4	2	4	12	24	-	3	6	20	71	\$ 12,315
Task 5: Equity Framework Development and Toolkit										
Task 5.1: Draft Equity Framework and Toolkit	20	8	24	40		2	4	8	106	\$ 20,090
Task 5.2: Final Equity Framework and Toolkit	4		8		12	1	2	4	31	\$ 5,475
Subtotal Task 5	24	8	32	40	12	3	6	12	137	\$ 25,565
Total Hours	174	30	296	312	46	24	40	64	986	
Billing Rate	\$275	\$215	\$190	\$140	\$125	\$335	\$210	\$150		
Labor Cost	\$47,850	\$6,450	\$56,240	\$43,680	\$5,750	\$8,040	\$8,400	\$9,600		
Total Firm Labor Cost					\$159,970			\$26,040		\$ 186,010
EXPENSES										
Project/Sub Management (7%)					\$1,823			\$0		\$ 1,823
Workshop Materials					\$500			\$0		\$ 500
Direct Travel Airfare					\$2,250					
Direct Travel Lodging					\$2,250					
Direct Travel Mileage					\$1,000			\$0		\$ 1,000
Office Expenses (3% for R+A; 5% for F&P)					\$4,799			\$1,302		\$ 6,101
Total Expenses					\$12,622			\$1,302		\$13,924
TOTAL PER FIRM					\$172,592			\$27,342		
GRAND TOTAL					\$199,934					

Attachment: 24-1003033 Exhibit B (10444 : Award Contract 24-1003033 for SBCTA/SBCOG Equity Policy Framework)

Minute Action

AGENDA ITEM: 26

Date: April 3, 2024

Subject:

California Department of Transportation Master Agreement - Greenhouse Gas Reduction Funds

Recommendation:

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

A. Authorize the Executive Director, or his designee, to execute Agreement No. 24-1003137 between the California Department of Transportation and the San Bernardino County Transportation Authority (SBCTA), which establishes standards for implementation of projects when SBCTA acts as an administering agency for transit projects funded by the Greenhouse Gas Reduction Fund, in substantially the form shown attached to this item, subject to approval as to form by SBCTA General Counsel.

B. Adopt Resolution No. 24-017 authorizing the Executive Director, or his designee, to execute Program Supplements for specific projects under Agreement No. 24-1003137 based upon SBCTA Board of Directors' prior approval of the specific project and project costs.

Background:

The Transit and Intercity Rail Capital Program (TIRCP) was created by Senate Bill (SB) 862 (Chapter 36, Statutes of 2014) and modified by SB 9 (Chapter 710, Statutes of 2015) to provide grants from the Greenhouse Gas Reduction Fund (GGRF) to fund transformative capital improvements that will modernize California's intercity, commuter and urban rail systems, bus and ferry transit systems in order to significantly reduce emissions of greenhouse gases, vehicle miles traveled and congestion. With the goal of reducing greenhouse gases to forty percent below 1990 levels by 2030 in accordance with SB 32, the objectives of the TIRCP include expanding and improving transit service to increase ridership; integrating the rail service of the state's various rail operations, including integration with the high-speed rail system; and improving transit safety. SB 862 also established a programmatic goal to provide at least twenty-five percent of available funding to projects that address a community need and provide a direct, meaningful and assured benefit to disadvantaged communities, consistent with the objectives of SB 535 and Assembly Bill (AB) 1550. The California Department of Transportation (Caltrans), in collaboration with the California State Transportation Agency (CalSTA), is responsible for administering the TIRCP.

In April 2017, the Legislature passed, and Governor Brown signed into law the Road Repair and Accountability Act of 2017, also known as Senate Bill 1 (SB 1). The additional funding directed to the TIRCP by SB 1 is also covered by this Master Agreement. In 2019 and 2020, Governor Newsom signed executive orders E.O. N-9-19 and E.O. N-79-20 empowering CalSTA to leverage discretionary state transportation funds to reduce transportation-related Greenhouse Gas (GHG) emissions to adapt to climate change. CalSTA then adopted the Climate Action Plan for Transportation Infrastructure (CAPTI) in July 2021 – which put forth a set of guiding principles which serve as a framework for state discretionary transportation investment. TIRCP is closely linked to CAPTI and serves as a means by which to implement the higher-level policy developed in the plan.

Entity: San Bernardino County Transportation Authority

Board of Directors Agenda Item

April 3, 2024

Page 2

Caltrans utilizes Master Agreements and associated Program Supplements for state-funded transit projects in order to properly administer and reimburse state transit funds to regional and local agencies. It includes basic provisions to ensure state laws and regulations are met for state-funded transit projects. The Master Agreement associated with this agenda item specifically covers transit projects funded by grants from the GGFR, such as the TIRCP.

Specific projects will have individual Program Supplements to this agreement which establish specific dollar amounts and specific conditions of the individual projects. SBCTA accepts funding for projects through Program Supplements to the Master Agreement. Resolution No. 24-017 authorizes the Executive Director, or his designee, to execute all Program Supplements associated with this Master Agreement and any Amendments thereto with Caltrans, provided the SBCTA Board of Directors has taken prior action to approve the specific project and the associated costs.

Financial Impact:

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

Reviewed By:

This item was reviewed and unanimously recommended for approval by the Transit Committee on March 14, 2024. SBCTA General Counsel and Enterprise Risk Manager have reviewed this item and the draft agreement.

Responsible Staff:

James Mejia, Management Analyst II

Approved
Board of Directors
Date: April 3, 2024

Witnessed By:

California State Transportation Agency
Transit and Intercity Rail Capital Program

Grant Recipient:

San Bernardino County Transportation Authority

CalSTA Transit and Intercity Rail Capital Program Administered by:

California Department of Transportation
Division of Local Assistance
1120 N Street, Room 3300
P.O. Box 942874, MS-39
Sacramento, California 94274-0001

TABLE OF CONTENTS

RECITALS _____ 4

ARTICLE I - DEFINITIONS _____ 5

ARTICLE II – TIRCP PROJECTS AND ADMINISTRATION _____ 7

 Section 1. TIRCP Projects and Project Management _____ 7

 Section 2. Program Supplement _____ 8

 A. General _____ 8

 B. Project Overrun _____ 10

 C. Cost Savings and Project Completion _____ 10

 D. Scope of Work _____ 11

 E. Program Supplement Amendments _____ 11

 Section 3. Allowable Costs and Payments _____ 11

 A. Allowable Costs and Progress Payment Invoice _____ 11

 B. Final Invoice _____ 12

ARTICLE III – GENERAL PROVISIONS _____ 12

 Section 1. Funding _____ 12

 Section 2. Audits and Reports _____ 12

 A. Cost Principles _____ 12

 B. Record Retention _____ 13

 C. Reporting Requirements _____ 14

 Section 3. Special Requirements _____ 16

 A. California Transportation Commission Resolutions _____ 16

 B. Recipient Resolution _____ 16

 C. Termination _____ 17

 D. Third Party Contracting _____ 18

 E. Change in Funds and Terms/Amendments _____ 18

 F. Project Ownership _____ 18

 G. Disputes _____ 21

 H. Hold Harmless and Indemnification _____ 21

 I. Labor Code Compliance _____ 22

 J. Non-Discrimination Clause _____ 22

 K. State Fire Marshal Building Standards Code _____ 23

 L. Americans with Disabilities Act _____ 23

 M. Access for Persons with Disabilities _____ 24

 N. Disabled Veterans Program Requirements _____ 24

 O. Environmental Process _____ 24

 P. Force Majeure _____ 25

ARTICLE IV – MISCELLANEOUS PROVISIONS _____ 25

 Section 1. Miscellaneous Provisions _____ 25

 A. Successor Acts _____ 25

 B. Successor and Assigns to the Parties _____ 25

C. Notice _____ 25
D. Amendment _____ 26
E. Representation and Warranties of the Parties _____ 26
F. Construction, Number, Gender and Captions _____ 28
G. Complete Agreement _____ 28
H. Partial Invalidity _____ 28
I. Conflicts _____ 28
J. Counterparts _____ 29
K. Governing Law _____ 29
Appendix A - TIRCP PROGRAM GUIDELINES AND DEPARTMENT DELEGATION _____ 30
Appendix B - RECIPIENT'S RESOLUTION _____ 31

DRAFT

**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION**

Effective Date of this Agreement: April 1, 2024 or upon final signature, whichever is later

Termination Date of this Agreement: April 1, 2034

Recipient: San Bernardino County Transportation Authority

Application Funding: The Greenhouse Gas Reduction Fund and Senate Bill 1 Fund are the applicable funding source covered by this Agreement and will be identified in each specific Program Supplement, adopting the terms of this Agreement.

RECITALS

1. WHEREAS, The Global Warming Solutions Act of 2006, codified at Cal. Health & Safety C. § 38500 et seq. (the "Act") (Assembly Bill [AB] 32, Nunez, Chapter 488) created a comprehensive program to reduce greenhouse gas emissions in California. The Act required California to reduce greenhouse gases to 1990 levels by 2020, and to maintain and continue reductions beyond 2020. In March 2012, Governor Brown signed Executive Order B-16-2012 affirming a long-range climate goal for California to reduce greenhouse gases from the transportation sector to 80 percent below 1990 levels by 2050.
2. WHEREAS, the Cap-and-Trade Program is a key element in California's climate plan. It creates a limit on the emissions from sources responsible for 85 percent of California's greenhouse gas emissions, establishes the price signal needed to drive long-term investment in cleaner fuels and more efficient use of energy, and gives covered entities flexibility to implement the lowest-cost options to reduce greenhouse gas emissions.
3. WHEREAS, in 2012, the Legislature passed and Governor Brown signed into law three bills, AB 1532 (Pérez, Chapter 807, Statutes of 2012), Senate Bill (SB) 535 (De León, Chapter 830, Statutes of 2012), and SB 1018 (Budget and Fiscal Review Committee, Chapter 39, Statutes of 2012), that established the Greenhouse Gas Reduction Fund (GGRF) to receive proceeds from the distribution of allowances via auction and provided the framework for how those auction proceeds will be appropriated and expended. These statutes require that expenditures from the GGRF be used to facilitate the achievement of greenhouse gas emission reductions and further the purposes of the Act.

4. WHEREAS, in 2017, the Legislature passed and Governor Brown signed into law the Road Repair and Accountability Act of 2017 SB 1, which directed additional funding to the Transit and Intercity Rail Capital Program (TIRCP).
5. WHEREAS, TIRCP is funded pursuant to Public Resources Code section 75220 et seq. and Health and Safety Code section 39719 et seq.
6. WHEREAS, as directed by Cal. Pub. Resources C. §§ 75223, 75224, CalSTA has established and updated TIRCP Program Guidelines that describe the policy, standards, criteria, and procedures for the development, adoption and management of the TIRCP Program.
7. WHEREAS, Recipient submitted an application which has been evaluated and selected by CalSTA in accordance with the TIRCP Program Guidelines.
8. WHEREAS, on August 17, 2015, CalSTA delegated the administration of the TIRCP Program to the Department pursuant to the TIRCP Program Guidelines and the Department's policies and procedures for the administration of similar grant programs.
9. NOW THEREFORE, in consideration of the recitals and the rights, duties and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to the following:
10. This Agreement, entered into effective as of the date set forth above, is between the signatory public entity identified hereinabove, (hereinafter referred to as Recipient), and the STATE OF CALIFORNIA, acting by and through the California Department of Transportation (hereinafter referred to as DEPARTMENT), and subject to the approval of the California State Transportation Agency (CalSTA).

ARTICLE I - DEFINITIONS

The terms defined in this Article I shall for all purposes of this Agreement have the meanings specified herein.

1.1 "Act" refers to the Global Warming Solutions Act of 2006 (the "Act") (Assembly Bill [AB] 32, Nunez, Chapter 488) codified at Cal. Health & Safety C. §§ 38500 et seq.

1.2 "Agreement" shall mean this Agreement, inclusive of all appendices and Program Supplements, whereby the Department, on behalf of CalSTA, and pursuant to the Act and as set forth herein, administers the TIRCP Program.

1.3 “Award Agreement” shall mean a project-specific subcontract to this agreement executed following Project award and may include Project specific information, expected outcomes, and deliverables.

1.4 “California Department of Transportation” or “Caltrans” or “Department” or “State” means the State of California, acting by and through its Department of Transportation of the State of the State of California, and any entity succeeding to the powers, authorities and responsibilities of the Department invoked by or under this Agreement or the Program Supplements.

1.5 “California Transportation Commission” or “CTC” shall refer to the commission established in 1978 by Assembly Bill 402 (Chapter 1106, Statutes of 1977).

1.6 “Effective Date” means the date set forth on page 4 of this Agreement.

1.7 “Greenhouse Gas Reduction Funds” or “GGRF” shall mean the funds subject to Chapter 26, Statutes of 2014, authorizing the State to fund capital improvements and operational investments for California's transit systems and intercity, commuter, and urban rail systems.

1.8 “Senate Bill 1” or “SB 1” shall mean the funds subject to Chapter 5, Statutes of 2017, authorizing the State to fund capital improvements and investments for California's transit systems and intercity, commuter, and urban rail systems.

1.9 “Overall Funding Plan” has the meaning set forth in Article II, Section 2(A)(5)(c).

1.10 “Program Guidelines” shall mean the policy, standards, criteria, and procedures for the development, adoption and management of the TIRCP Projects established by CalSTA and provided in Appendix A.

1.11 “Program Supplement” shall mean a project-specific subcontract to this Agreement that is executed following a CTC approved action and includes all Project specific information needed to encumber funding and shall include expected outcomes and deliverables. Also referred to as Project Supplement Agreement.

1.12 “Program Supplement Last Expenditure Date” refers to the last date for Recipient to incur valid Project costs or credits.

1.13 “Program Supplement Termination” shall occur when the Recipient's obligations have been fully performed as set forth in Article II, Section 2D and Article III, Section 3(C)(2) or when terminated by convenience as set forth in Article III, Section 3(C)(1).

- 1.14 "Project" shall mean the project identified in Recipient's application.
- 1.15 "Project Closeout Report" shall have the meaning set forth in Article II, Section 3(B).
- 1.16 "Project Financial Plan" shall have the meaning set forth in Article II, Section 2(A)(5)(d).
- 1.17 "Progress Payment Invoice" shall have the meaning set forth in Article II, Section 3A.
- 1.18 "Project Schedule" has the meaning set forth in Article II, Section 2(A)(5)(b).
- 1.19 "Scope of Work" has the meaning set forth in Article II, Section 2(A)(5)(a).
- 1.20 "Secretary" shall mean the Secretary of the California State Transportation Agency (CalSTA). Unless the context otherwise requires, any reference to the Secretary includes CalSTA and its officers and employees.
- 1.21 "State" shall mean the State of California.
- 1.22 "TIRCP Projects" shall mean projects that are selected and funded pursuant to the Transit and Intercity Rail Capital Program.

ARTICLE II – TIRCP PROJECTS AND ADMINISTRATION

Section 1. TIRCP Projects and Project Management

1. TIRCP Projects, pursuant to the Act, are established by CalSTA in accordance with the TIRCP Program Guidelines. Under delegation from CalSTA, the Department will administer the TIRCP Program in accordance with the TIRCP Program Guidelines and best management practices identified in the administration of similar Department grant programs.
2. By this reference, TIRCP Program Guidelines are made an express part of this Agreement and shall apply to each TIRCP Program funded Project as may be amended or updated. Recipient will cause its specific TIRCP mandated Resolution to be attached as part of any TIRCP funded Program Supplement as a condition precedent to the acceptance of GGRF or SB 1 Funds (upon availability and allocation), for such project.
3. All inquiries during the term of this Agreement and any applicable Program Supplement will be directed to the project representatives identified below:

State's Project Administrator:
Department of Transportation
Ezequiel Castro
Chief, Capital Southern Branch
Phone: (916) 654-8012
Email: ezequiel.castro@dot.ca.gov

Recipient's Project Administrator:
San Bernardino County Transportation
Authority
James Mejia
Management Analyst II
(909) 884-8276
jmejia@gosbcta.com

Section 2. Program Supplement

A. General

1. This Agreement shall have no force and effect with respect to the Project unless and until a separate Project specific program supplement, hereinafter referred to as "Program Supplement," adopting all of the terms and conditions of this Agreement has been fully executed by both State and Recipient.
2. Recipient agrees to complete the defined scope of work for the Project, described in the Program Supplement adopting all of the terms and conditions of this Agreement.
3. A financial commitment of actual funds will only occur in each detailed and separate Program Supplement. No funds are obligated by the prior execution of this Agreement alone.
4. Recipient further agrees, as a condition to the release and payment of the funds encumbered for the scope of work described in each Program Supplement, to comply with the terms and conditions of this Agreement and all the agreed-upon special covenants and conditions attached to or made a part of the Program Supplement identifying and defining the nature of that specific scope of work.
5. The Program Supplement shall include a detailed scope of work, which shall include but not be limited to, a Project Description, a Project Schedule, an Overall Funding Plan, and a Project Financial Plan as required in the TIRCP Program Guidelines.
 - a. The Scope of Work shall include a detailed description of the Project and will itemize the major tasks and their estimated costs.
 - b. The Project Schedule shall include major tasks and/or milestones and their associated beginning and ending dates and duration.

c. The Overall Funding Plan shall itemize the various Project Components, the committed funding program(s) or source(s), and the matching funds to be provided by Recipient and/or other funding sources, if any [these Components include Environmental and Permits; Plans, Specifications and Estimates (PS&E); Right-of-Way (ROW); and Construction (including transit vehicle acquisition)].

d. The Project Financial Plan shall identify estimated expenditures for the Project Component by funding source, provided that for the purposes of this Agreement the State is only monitoring compliance for expenditures for the TIRCP, including but not limited to GGRF and SB 1 Funds allocated for the Project Component.

6. Adoption and execution of the Program Supplement by Recipient and State, incorporating the terms and conditions of this Agreement into the Program Supplement as though fully set forth therein, shall be sufficient to bind Recipient to these terms and conditions when performing the Project. Unless otherwise expressly delegated to a third-party in a resolution by Recipient's governing body, which delegation must be expressly assented to and concurred in by State, the Program Supplement shall be managed by Recipient.

7. The estimated cost and scope of the Project will be as described in the applicable Program Supplement. The State shall not participate in any funding for the Project beyond those amounts actually encumbered by the STATE as evidenced in the applicable Program Supplement unless the appropriate steps are followed and approval is granted by the CTC as described below.

8. Upon the stated expiration date of this Agreement, any Program Supplement executed under this Agreement for the Project with obligations yet to be completed pursuant to the approved Project Schedule, deliverables, and reporting requirements shall be deemed to extend the term of this Agreement only to conform to the specific Project termination or completion date, including completion of deliverables and reporting requirements, contemplated by the applicable Program Supplement to allow that uncompleted Project to be administered under the extended terms and conditions of this Agreement.

9. Total project cost includes the cost of a project for all phases (Plans, Specifications, and Estimates (PS&E), Project Approval and Environmental Document (PA&ED) Right-of-Way (ROW), and Construction (CON) including rolling stock) of a Project from start to finish.

B. *Project Overrun*

1. If Recipient or the State determine, at any time during the performance of the Project, that the Project budget may be exceeded, Recipient shall take the following steps:

a. Notify the designated State representative of the nature and projected extent of the overrun and, within a reasonable period thereafter, identify and quantify potential cost savings or other measures which Recipient will institute to bring the Project Budget into balance; and

b. Identify the source of additional Recipient or other third-party funds that can be made available to complete Project. Recipient agrees that the allocation of the GGRF and SB 1 funds is subject to the allocation proposed by the CalSTA, submitted by the State, and approved by the CTC.

C. *Cost Savings and Project Completion*

1. Recipient is encouraged to evaluate design and construction alternatives that would mitigate the costs of delivering the commitments for the Project. Recipient shall take all steps necessary on a commercially reasonable basis that would generally be taken in accordance with best management practices. In determining cost savings, the Parties shall take into account all avoided costs, including avoided design, material, equipment, labor, construction, testing, acceptance and overhead costs and avoided costs due to time savings, and all the savings in financing costs associated with such avoided costs.

2. If there is an identification and implementation of any CalSTA approved alternative resulting in reduction of the Project costs, the parties agree that the recipient shall provide a prorated share of Project or TIRCP funded Project component cost savings based on the overall project match to the Department no later than 30 days after the submission of the final invoice. Subject to CalSTA's approval, savings may be used towards another project component or towards increasing project benefits that are consistent with the original project award while maintaining the overall project match referenced in the project award and program supplements.

3. Program supplements will indicate the Project or Component proration of funding match.

4. The Recipient agrees to complete the Project and accepts sole responsibility for the payment of any cost increases. If either the Project or the funded components are not completed, the Recipient shall bear the burden of full TIRCP funds reimbursement to the Department.

D. *Scope of Work*

1. Recipient shall be responsible for complete performance of the work described in the approved Program Supplement for the Project related to the commitment of encumbered funds. All work shall be accomplished in accordance with the applicable provisions of the Act, Public Utilities Code, the Streets and Highways Code, the Government Code, and other applicable statutes and regulations.
2. Recipient acknowledges and agrees that Recipient is the sole control and manager of the Project, unless expressly provided to the contrary in a Program Supplement, and its subsequent employment, operation, repair and maintenance for the benefit of the public. Recipient shall be solely responsible for complying with the funding and use restrictions established by (a) the statutes from which the GGRF and SB1 Funds are derived, (b) the CTC, (c) the State Treasurer, (d) the Internal Revenue Service, (e) the applicable Program Supplement, and (f) this Agreement.
3. Recipient acknowledges and agrees that the Recipient is responsible for complying with all reporting requirements established by the TIRCP Guidelines and California Air Resource Board (CARB) Funding Guidelines.

E. *Program Supplement Amendments*

Program Supplement amendments will be required whenever there are CalSTA or CTC approved actions, including but not limited to, Financial Allocations, Financial Allocation Amendments, Time Extensions and Technical Corrections. These changes shall be mutually binding upon the Parties only following the execution of a Program Supplement amendment.

Section 3. Allowable Costs and Payments

A. *Allowable Costs and Progress Payment Invoice*

1. Not more frequently than once a month, Recipient will prepare and submit to State signed Progress Payment Invoice for actual Project costs incurred and paid for by Recipient consistent with the allocation and Scope of Work document in the Program Supplement and State shall pay those uncontested allowable costs once the invoice is reviewed and approved by the Department, subject to CalSTA's approval. If no costs were incurred during any given quarter, Recipient is exempt from submitting a signed Progress Payment Invoice.

2. State shall not be required to reimburse more funds, cumulatively, per quarter of any fiscal year greater than the sums identified and included in the Project Financial Plan. The State shall hold the right to determine reimbursement availability based on an approved expenditure plan and TIRCP anticipated or actual funding capacity. Each such invoice will report the total of Project expenditures from GGRF and SB 1 Funds (including those of Recipient and third parties) and will specify the percent of State reimbursement requested and the GGRF and SB 1 Funds source.

B. *Final Invoice*

The Program Supplement Last Expenditure Date(s) refer to the last date for Recipient to incur valid Project costs or credits. Recipient has one hundred and eighty (180) days after that Last Expenditure Date to make already incurred final allowable payments to Project contractors or vendors, prepare the Project Closeout Report, and submit the final invoice to State for reimbursement of allowable Project costs before those remaining State funds are unencumbered and those funds are reverted as no longer available to pay any Project costs. Recipient expressly waives any right to allowable reimbursements from State pursuant to this Agreement for costs incurred after that termination date and for costs invoiced to Recipient for payment after that one hundred and eightieth (180th) day following the Project Last Expenditure Date.

ARTICLE III – GENERAL PROVISIONS

Section 1. Funding

1. Recipient agrees to contribute at least the statutorily or other required local contribution of matching funds (other than State or federal funds), if any is specified within the Program Supplement or any appendices thereto, toward the actual cost of the Project or the amount, if any, specified in any executed SB 2800 (Streets and Highways Code Section 164.53). Agreement for local match fund credit, whichever is greater. Recipient shall contribute not less than its required match amount toward the Project cost in accordance with a schedule of payments as shown in the Project Financial Plan prepared by Recipient and approved by State as part of a Program Supplement.

Section 2. Audits and Reports

A. *Cost Principles*

1. Recipient agrees to comply with Title 2 Code of Federal Regulations 200 (2 CFR 200) Uniform Administrative Requirements, Cost Principles for State and Local Government, and Audit Requirements for Federal Awards.

2. Recipient agrees, and will assure that its contractors and subcontractors will be obligated to follow 2 CFR 200 and which shall be used to determine the allowability of individual Project cost items. Every sub-recipient receiving Project funds as a contractor or sub-contractor under this Agreement shall comply with 2 CFR 200.

3. Any Project costs for which Recipient has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR 200, are subject to repayment by Recipient to State. Should Recipient fail to reimburse moneys due State within thirty (30) days of demand, or within such other period as may be agreed in writing between the Parties hereto, State is authorized to intercept and withhold future payments due to Recipient from State or any third-party source whose funding passes through the State, including but not limited to, the State Treasurer, the State Controller and the CTC.

4. The State may terminate the grant at any time if it is determined by the State, based on an audit under this section, that there has been a violation of any State or federal law or policy by the Recipient during performance under this or any other grant agreement or contract entered into with the State. If the grant is terminated under this section, the Recipient may be required to fully or partially repay funds.

B. *Record Retention*

1. Recipient agrees to, and will assure that its contractors and subcontractors shall, establish and maintain an accounting system and records that properly accumulate and segregate incurred Project costs and matching funds by line item for the Project. The accounting system of Recipient, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices. All accounting records and other supporting papers of Recipient and its contractors and subcontractors connected with Project performance under this Agreement and each Program Supplement shall be maintained for a minimum of three (3) years from the date of final payment to Recipient under a Program Supplement and shall be held open to inspection, copying, and audit by representatives of State, the California State Auditor, and auditors representing the federal government. Copies thereof will be furnished by Recipient, its contractors and subcontractors upon receipt of any request made by State or its agents. In conducting an audit of the costs and match credits claimed under this Agreement, State will rely to the maximum extent possible on any prior audit of Recipient pursuant to the provisions of federal and State law. In the absence of such an audit, any acceptable audit work performed by Recipient's external and internal auditors may be relied upon and used by State when planning and conducting additional audits.

2. For the purpose of determining compliance with Title 21, California Code of Regulations, Section 2500 et seq., when applicable, and other matters connected with the performance of Recipient's contracts with third parties pursuant to Government Code section 8546.7, Recipient, Recipient's contractors and subcontractors, and State shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All of the above referenced parties shall make such Agreement and Program Supplement materials available at their respective offices at all reasonable times during the entire Project period and for three (3) years from the date of final payment to Recipient under any Program Supplement. State, the California State Auditor, or any duly authorized representative of State or the United States Department of Transportation shall each have access to any books, records, and documents that are pertinent to the Project for audits, examinations, excerpts, and transactions, and Recipient shall furnish copies thereof if requested.

3. Recipient, its contractors and subcontractors will permit access to all records of employment, employment advertisements, employment application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission, or any other agency of the State of California designated by State, for the purpose of any investigation to ascertain compliance with this Agreement and the Act.

C. Reporting Requirements

1. Reporting requirements of Recipient will include whether reported implementation activities are within the scope of the Project Program Supplement and in compliance with State laws, regulations, and administrative requirements.

2. TIRCP Progress Reporting shall be no more frequently than monthly and no less frequently than quarterly at the discretion of the State and shall generally include the following information;

a. Activities and progress made towards implementation of the project during the reporting period and activities anticipated to take place in the next reporting period;

b. Identification of whether the Project is proceeding on schedule and within budget;

c. Identification of whether the Project Deliverables are proceeding on schedule.

d. Identification of changes to the Project funding plan, milestone schedule, or deliverables completion date;

e. Any actual or anticipated problems which could lead to delays in schedule, increased costs or other difficulties for either the Project or other State funded projects impacted by the Project's scope of work and the efforts or activities being undertaken to minimize impacts to schedule, cost, or deliverables;

3. CARB Reporting shall be no more frequently than monthly and no less frequently than semiannually at the discretion of CARB and shall include the following information (subject to modification by CARB);

a. Identify metrics and benefits achieved for disadvantaged communities, low income communities, and/or low-income households;

b. continued reporting following project implementation to identify benefits achieved.

c. Any and all other requirements instituted by CARB.

4. Within one year of the Project or reportable Project components becoming operable, the implementing agency must provide a final delivery report including at a minimum:

a. Scope of completed Project as compared to Programmed Project;

b. Performance outcomes derived from the project as compared to outcomes described in the Project application and shall include but not be limited to before and after measurements and estimates for ridership, service levels, greenhouse gas reductions, updated estimated greenhouse gas reductions over the life of the project, benefits to disadvantaged communities, low income communities, and/or low income households, and project co-benefits as well as an explanation of the methodology used to quantify the benefits.

c. Before and after photos documenting the project

d. The final costs as compared to the approved project budget by component and fund type, and an estimate of the TIRCP funds spent to benefit disadvantaged communities, low-income communities, and/or low-income households, and

e. The project duration as compared to the project schedule in the project application.

Section 3. Special Requirements

A. California Transportation Commission Resolutions

1. Recipient shall adhere to applicable CTC policies on “Timely Use of Funds” as stated in Resolution G-06-04, adopted April 26, 2006, addressing the expenditure and reimbursement of GGRF and SB 1 Funds. These resolutions, and/or successor resolutions in place at the time a Program Supplement is executed, shall be applicable to GGRF and SB 1 funds, respectively.

2. Recipient shall be bound to the terms and conditions of this Agreement, the Project application contained in the Program Supplement (as applicable), and CTC Resolutions G-06-04, G-09-11 and/or their respective successors in place at the time the Program Supplement is signed (as applicable), and all restrictions, rights, duties and obligations established therein on behalf of State and CTC shall accrue to the benefit of the CTC and shall thereafter be subject to any necessary enforcement action by CTC or State. All terms and conditions stated in the aforesaid CTC Resolutions and CTC-approved Guidelines in place at the time the Program Supplement is signed (if applicable) shall also be considered to be binding provisions of this Agreement.

3. Recipient shall conform to any and all permit and mitigation duties associated with Project as well as all environmental obligations established in CTC Resolution G-91-2 and/or its successors in place at the time a Program Supplement is signed, as applicable, at the expense of Recipient and/or the responsible party and without any further financial contributions or obligations on the part of State unless a separate Program Supplement expressly provides funding for the specific purpose of hazardous materials remediation.

B. Recipient Resolution

1. Recipient has executed this Agreement pursuant to the authorizing Recipient resolution, attached as Appendix B to this Agreement, which empowers Recipient to enter into this Agreement and which may also empower Recipient to enter into all subsequent Program Supplements adopting the provisions of this Agreement.

2. If Recipient or State determines that a separate Resolution is needed for each Program Supplement, Recipient will provide information as to who the authorized designee is to act on behalf of the Recipient to bind Recipient with regard to the terms and conditions of any said Program Supplement or amendment and will provide a copy of that additional Resolution to State with the Program Supplement or any amendment to that document.

C. *Termination*

1. Termination Convenience by State

a. State reserves the right to terminate funding for any Program Supplement, subject to CalSTA approval, upon written notice to Recipient in the event that Recipient fails to proceed with Project work in accordance with the Program Supplement, or otherwise violates the conditions of this Agreement and/or the Program Supplement or the funding allocation such that substantial performance is significantly endangered.

b. No such termination shall become effective if, within thirty (30) days after receipt of a notice of termination, Recipient either cures the default involved or, if not reasonably susceptible of cure within said thirty (30)-day period, Recipient proceeds thereafter to complete the cure in a manner and time line acceptable to State. Any such termination shall be accomplished by delivery to Recipient of a notice of termination, which notice shall become effective not less than thirty (30) days after receipt, specifying the reason for the termination, the extent to which funding of work under this Agreement is terminated and the date upon which such termination becomes effective, if beyond thirty (30) days after receipt. During the period before the effective termination date, Recipient and State shall meet to attempt to resolve any dispute.

c. Following a fund encumbrance made pursuant to a Program Supplement, if Recipient fails to expend GGRF or SB 1 monies within the time allowed specified in the Program Supplement, those funds may revert, and be deemed withdrawn and will no longer be available to reimburse Project work unless those funds are specifically made available beyond the end of that Fiscal Year through re-appropriation or other equivalent action of the Legislature and written notice of that action is provided to Recipient by State.

d. In the event State terminates a Program Supplement for convenience and not for a default on the part of Recipient as is contemplated in this section, Recipient shall be reimbursed its authorized costs up to State's proportionate and maximum share of allowable Project costs incurred to the date of Recipient's receipt of that notice of termination, including any unavoidable costs reasonably and necessarily incurred up to and following that termination date by Recipient to effect such termination following receipt of that termination notice.

2. Termination After Recipient's Obligations Fully Performed

Following project completion, and all obligations as defined in the TIRCP Guidelines, CARB Guidelines, and Program Supplement are fully performed, including Project completion of all deliverables and reporting, the Program

Supplement shall be terminated. If the Project obligations are not fully performed, as defined under this section, the Recipient may be required to fully or partially repay funds.

D. *Third Party Contracting*

1. Recipient shall not award a construction contract over \$10,000 or other contracts over \$25,000 [excluding professional service contracts of the type which are required to be procured in accordance with Government Code Sections 4525 (d), (e) and (f)] on the basis of a noncompetitive negotiation for work to be performed under this Agreement without the prior written approval of State. Contracts awarded by Recipient, if intended as local match credit, must meet the requirements set forth in this Agreement regarding local match funds.

2. Any subcontract entered into by Recipient as a result of this Agreement shall contain the provisions of ARTICLE III – GENERAL PROVISIONS, Section 2. Audits and Reports and shall mandate that travel and per diem reimbursements and third-party contract reimbursements to subcontractors will be allowable as Project costs only after those costs are incurred and paid for by the subcontractors.

3. In addition to the above, the preaward requirements of third-party contractor/consultants with local transit agencies should be consistent with Local Program Procedures (LPP-00-05).

E. *Change in Funds and Terms/Amendments*

This Agreement and the resultant Program Supplements may be modified, altered, or revised only with the joint written consent of Recipient and State.

F. *Project Ownership*

1. Unless expressly provided to the contrary in a Program Supplement, subject to the terms and provisions of this Agreement, Recipient, or a designated subrecipient acceptable to State, as applicable, shall be the sole owner of all improvements and property included in the Project constructed, installed or acquired by Recipient or subrecipient with funding provided to Recipient under this Agreement. Recipient, or subrecipient, as applicable, is obligated to continue operation and maintenance of the physical aspects of the Project dedicated to the public transportation purposes for which Project was initially approved unless Recipient, or subrecipient, as applicable, ceases ownership of such Project property; ceases to utilize the Project property for the intended public transportation purposes; or sells or transfers title to or control over Project and State is refunded the Credits due State as provided in paragraph (2) herein below.

2. Project right-of-way, Project facilities constructed or reconstructed on the Project site and/or Project property (including vehicles and vessels) purchased by Recipient (excluding temporary construction easements and excess property whose proportionate resale proceeds are distributed pursuant to this Agreement) shall remain permanently dedicated to the described public transit use in the same proportion and scope, and to the same extent as mandated in the Program Supplement, unless State agrees otherwise in writing. Vehicles acquired as part of Project, including, but not limited to, buses, vans, rail passenger equipment, shall be dedicated to that public transportation use for their full economic life cycle, which, for the purpose of this Agreement, will be determined in accordance with standard national transit practices and applicable rules and guidelines, including any extensions of that life cycle achievable by reconstruction, rehabilitation or enhancements. The exceptions to this section are outlined below:

a. Except as otherwise set forth in this Section, State, or any other State-assignee public body acting on behalf of the CTC, shall be entitled to a refund or credit (collectively the Credit), at State's sole option, equivalent to the proportionate Project funding participation received by Recipient from State if Recipient, or a sub-recipient, as applicable, (i) ceases to utilize Project for the original intended public transportation purposes or (ii) sells or transfers title to or control over Project. If federal funds (meaning only those federal funds received directly by Recipient and not federal funds derived through or from the State) have contributed to the Project, Recipient shall notify both State and the original federal source of those funds of the disposition of the Project assets or the intended use of those sale or transfer receipts.

b. State shall also be entitled to an acquisition credit for any future purchase or condemnation of all or portions of Project by State or a designated representative or agent of State.

c. The Credit due State will be determined by the ratio of State's funding when measured against the Recipient's funding participation (the Ratio). For purposes of this Section, the State's funding participation includes federal funds derived through or from State. That Ratio is to be applied to the then present fair market value of Project property acquired or constructed as provided in (d) and (e) below.

d. For Mass Transit vehicles, this Credit [to be deducted from the then remaining equipment value] shall be equivalent to the percentage of the full extendable vehicle economic life cycle remaining, multiplied by the Ratio of funds provided for that equipment acquisition. For real property, this same funding Ratio shall be applied to the then present fair market value, as

determined by State, of the Project property acquired or improved under this Agreement.

e. Such Credit due State as a refund shall not be required if Recipient dedicates the proceeds of such sale or transfer exclusively to a new or replacement State approved public transit purpose, which replacement facility or vehicles will then also be subject to the identical use restrictions for that new public purpose and the Credit ratio due State should that replacement project or those replacement vehicles cease to be used for that intended described pre-approved public transit purpose.

i. In determining the present fair market value of property for purposes of calculating State's Credit under this Agreement, any real property portions of the Project site contributed by Recipient shall not be included. In determining State's proportionate funding participation, State's contributions to third parties (other than Recipient) shall be included if those contributions are incorporated into the Project.

ii. Once State has received the Credit as provided for above because Recipient, or a sub-recipient, as applicable, has (a) ceased to utilize the Project for the described intended public transportation purpose(s) for which State funding was provided and State has not consented to that cessation of services or (b) sold or transferred title to or control over Project to another party (absent State approval for the continued transit operation of the Project by that successor party under an assignment of Recipient's duties and obligations), neither Recipient, subrecipient, nor any party to whom Recipient or subrecipient, as applicable, has transferred said title or control shall have any further obligation under this Agreement to continue operation of Project and/or Project facilities for those described public transportation purposes, but may then use Project and/or any of its facilities for any lawful purpose.

iii. To the extent that Recipient operates and maintains Intermodal Transfer Stations as any integral part of Project, Recipient shall maintain each station and all its appurtenances, including, but not limited to, restroom facilities, in good condition and repair in accordance with high standards of cleanliness (Public Utilities Code section 99317.8). Upon request of State, Recipient shall also authorize State-funded bus services to use those stations and appurtenances without any charge to State or the bus operator. This permitted use will include the placement of signs and informational material designed to alert the public to the availability of the State-funded bus service (for the purpose of this paragraph, "State-funded bus service" means any bus service funded pursuant to Public Utilities Code section 99316).

G. *Disputes*

Parties shall develop a mutually agreed upon issue resolution process, as described below, and issues between the Parties are to be resolved in a timely manner. The Parties agree to the following:

1. If the Parties are unable to reach agreement on any particular issue relating to either Parties' obligations pursuant to this Agreement, the Parties agree to promptly follow the issue resolution process as outlined below:

a. The Department's project manager and the Recipient's equivalent may initiate the process of informal dispute resolution by providing the other Party with written notice of a dispute. The written notice shall provide a clear statement of the dispute and shall refer to the specific provisions of this Agreement or Program Supplement that pertain to the dispute. The Department's project manager and the Recipient's equivalent shall meet and attempt to resolve the dispute within five days from the written notice. If the dispute is resolved, the Parties shall create and sign a short description of the facts and the resolution that was agreed upon by the Parties.

b. If the dispute is not resolved by the fifth day from the written notice, the Department's senior project manager and the Recipient's equivalent shall meet and review the dispute within five days. The Department's senior project manager and the Recipient's equivalent manager shall attempt to resolve the dispute within ten days of their initial meeting. If the dispute is resolved, the Parties shall create and sign a short description of the facts and the resolution that was agreed upon by the Parties.

c. If the dispute is not resolved by the tenth day, the Department's Director or his designee and the Recipient's equivalent manager shall meet and review the dispute within five days. The Department's Director or his designee and the Recipient's equivalent manager shall attempt to resolve the dispute within ten days of the initial meeting. If the dispute is resolved, the Parties shall create and sign a short description of the facts and the resolution that was agreed upon by the Parties. If the dispute is not resolved by the tenth day by the Department's Director or his designee and the Recipient's equivalent manager, the Parties shall submit the matter to the Secretary of CalSTA for a final administrative determination.

H. *Hold Harmless and Indemnification*

1. Neither State nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by Recipient, its agents and contractors under or in connection with any work, authority, or jurisdiction delegated to Recipient under this Agreement or any

Program Supplement or as respects environmental clean-up obligations or duties of Recipient relative to Project. It is also understood and agreed that Recipient shall fully defend, indemnify and hold the CTC and State and their officers and employees harmless from any liability imposed for injury and damages or environmental obligations or duties arising or created by reason of anything done or imposed by operation of law or assumed by or omitted to be done by Recipient under or in connection with any work, authority, or jurisdiction delegated to Recipient under this Agreement and all Program Supplements.

2. Recipient shall indemnify, defend and hold harmless State, the CTC and the State Treasurer relative to any misuse by Recipient of State funds, Project property, Project generated income or other fiscal acts or omissions of Recipient.

I. *Labor Code Compliance*

Recipient shall include in all subcontracts awarded using Project funds, when applicable, a clause that requires each subcontractor to comply with California Labor Code requirements that all workers employed on public works aspects of any project (as defined in California Labor Code §§ 1720-1815) be paid not less than the general prevailing wage rates predetermined by the Department of Industrial Relations as effective the date of Contract award by the Recipient.

J. *Non-Discrimination Clause*

1. In the performance of work under this Agreement, Recipient, its contractor(s) and all subcontractors, shall not unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability, mental disability, medical condition, age, marital status, family and medical care leave, pregnancy leave, and disability leave. Recipient, its contractor(s) and all subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Recipient, its contractor(s) and all subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900 et seq.), and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Each of Recipient's contractors and all subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreements, as appropriate.

2. Each of the Recipient's contractors, subcontractors, and/or subrecipients shall give written notice of their obligations under this clause to labor organizations with which they have collective bargaining or other labor agreements. The Recipient shall include the non-discrimination and compliance provisions hereof in all contracts and subcontracts to perform work under this Agreement.

3. Should federal funds be constituted as part of Project funding or compensation received by Recipient under a separate Contract during the performance of this Agreement, Recipient shall comply with this Agreement and with all federal mandated contract provisions as set forth in that applicable federal funding agreement.

4. Recipient shall include the non-discrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under this Agreement.

5. The Recipient shall comply with the nondiscrimination program requirements of Title VI of the Civil Rights Act of 1964. Accordingly, 49 CFR 21 (Nondiscrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964) and 23 CFR Part 200 (Title VI Program and Related Statutes—Implementation and Review Procedures) are made applicable to this Agreement by this reference. Wherever the term “Contractor” appears therein, it shall mean the Recipient.

6. The Recipient shall permit, and shall require that its contractors, subcontractors, and subrecipients will permit, access to all records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission or any other agency of the State of California designated by Department to investigate compliance with this Section J.

K. *State Fire Marshal Building Standards Code*

The State Fire Marshal adopts building standards for fire safety and panic prevention. Such regulations pertain to fire protection design and construction, means of egress and adequacy of exits, installation of fire alarms, and fire extinguishment systems for any State-owned or State-occupied buildings per section 13108 of the Health and Safety Code. When applicable, Recipient shall request that the State Fire Marshal review Project PS&E to ensure Project consistency with State fire protection standards.

L. *Americans with Disabilities Act*

By signing this Master Agreement, Recipient assures State that Recipient shall comply 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.).

M. *Access for Persons with Disabilities*

Disabled access review by the Department of General Services (Division of the State Architect) is required for all publicly funded construction of buildings, structures, sidewalks, curbs and related facilities. Recipient will award no construction contract unless Recipient's plans and specifications for such facilities conform to the provisions of sections 4450 and 4454 of the California Government Code, if applicable. Further requirements and guidance are provided in Title 24 of the California Code of Regulations.

N. *Disabled Veterans Program Requirements*

1. Should Military and Veterans Code sections 999 et seq. be applicable to Recipient, Recipient will meet, or make good faith efforts to meet, the 3% Disabled Veterans Business Enterprises goals (or Recipient's applicable higher goals) in the award of every contract for Project work to be performed under these this Agreement.

2. Recipient shall have the sole duty and authority under this Agreement and each Program Supplement to determine whether these referenced code sections are applicable to Recipient and, if so, whether good faith efforts asserted by those contractors of Recipient were sufficient as outlined in Military and Veterans Code sections 999 et seq.

O. *Environmental Process*

Completion of the Project environmental process ("clearance") by Recipient (and/or State if it affects a State facility within the meaning of the applicable statutes) is required prior to requesting Project funds for right-of-way purchase or construction. No State agency may request funds nor shall any State agency, board or commission authorize expenditures of funds for any Project effort, except for feasibility or planning studies, which may have a significant effect on the environment unless such a request is accompanied with all appropriate documentation of compliance with or exemption from the California Environmental Quality Act (CEQA) (including, if as appropriate, an environmental impact report, negative declaration, or notice of exemption) under California Public Resources Code section 21080(b) (10), (11), and (12) provides an exemption for a passenger rail project that institutes or increases passenger or commuter services on rail or highway rights-of-way already in use.

P. *Force Majeure*

Each party will be excused from performance of its obligations where such non-performance is caused by any extraordinary event beyond its reasonable control, such as any non-appealable order, rule or regulation of any federal or state governmental body, fire, flood, earthquake, storm, hurricane or other natural disaster, epidemic, pandemic, war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption, provided that the party excused hereunder shall use all reasonable efforts to minimize its non-performance and to overcome, remedy or remove such event in the shortest practical time.

Should a *force majeure* event occur which renders it impossible for a period of forty-five (45) or more consecutive days for either party to perform its obligations hereunder, the Parties agree to negotiate in good faith to amend the existing Master Agreement or Supplemental Agreement to deal with such event and to seek additional sources of funding to continue the operation of the Service.

ARTICLE IV – MISCELLANEOUS PROVISIONS

Section 1. Miscellaneous Provisions

A. *Successor Acts*

All statutes cited herein shall be deemed to include amendments to and successor statutes to the cited statutes as they presently exist.

B. *Successor and Assigns to the Parties*

Neither this Agreement nor any right, duty or obligation hereunder may be assigned, transferred, hypothecated or pledged by any party without the express written consent of the other party; provided, that unless otherwise expressly required herein, a party shall not be obligated to obtain the written consent of the other party with respect to any contract related to the Service for the provision of goods and/or services to the contracting party in the ordinary course of business.

C. *Notice*

Any notice which may be required under this Agreement shall be in writing, shall be effective when received, and shall be given by personal service, or by certified or registered mail, return receipt requested, to the addresses set forth below, or to

such other addresses as may be specified in writing and given to the other party in accordance herewith.

If given to the Department:

State of California

Department of Transportation

Division of Local Assistance

P.O. Box 942874

Sacramento, CA 994274-0001

Attention: Division of Local Assistance, TIRCP Contract Manager, Mail Stop 39

with a copy to:

California State Transportation Agency

915 Capitol Mall Suite 350 B

Sacramento, CA 95814

If given to the Recipient:

San Bernardino County Transportation Authority

1170 W. 3rd Street, 2nd Floor

San Bernardino, CA 92410-1715

Attention: James Mejia

D. *Amendment*

This Agreement may not be changed, modified, or amended except in writing, signed by the parties hereto, and approved in advance in writing by the Secretary, and any attempt at oral modification of this Agreement shall be void and of no effect.

E. *Representation and Warranties of the Parties*

1. Recipient hereby represents and warrants to the Department that:

a. Recipient is in good standing under applicable law, with all requisite power and authority to carry on the activities for which it has been organized and proposed to be conducted pursuant to this Agreement.

b. Recipient has the requisite power and authority to execute and deliver this Agreement and to carry out its obligations hereunder. The execution and delivery of this Agreement by such entity, the performance by it of its obligations thereunder and the consummation of the transactions contemplated thereby have been duly authorized by the governing board of such entity and no other proceedings are necessary to authorize this Agreement or to consummate the transactions contemplated thereby. This Agreement has been duly and validly executed and delivered by such entity and constitutes valid and binding obligations of such entity, enforceable against it in accordance with Agreement's terms, except to the extent that such enforceability may be subject to bankruptcy, insolvency, reorganization, moratorium or other laws now or hereinafter in effect relating to the creditor's rights and the remedy of specific enforcement and injunctive and other forms of equitable relief, and may be subject to equitable defenses and to the discretion of the court before which any proceeding therefore may be brought.

c. Neither the execution and delivery of this Agreement and the performance of its obligations thereunder nor the consummation of the transactions contemplated thereby will (i) conflict with or result in a breach of any provision of any agreement to which Recipient is a party; (ii) violate any writ, order, judgment, injunction, decree, statute, rule or regulation of any court or governmental authority applicable to such entity or its property or assets.

2. The Department does hereby represent and warrant with respect to each provision of this Agreement to the Recipient that:

a. It validly exists with all requisite power and authority to carry on the activities proposed to be conducted pursuant to this Agreement.

b. It has the requisite power and authority to execute and deliver this Agreement and to carry out its obligations thereunder. The execution and delivery of this Agreement, the performance by it of its obligations thereunder and the consummation of the transactions contemplated thereby have been duly authorized and no other proceedings are necessary to authorize this Agreement or to consummate the transactions contemplated thereby. This Agreement has been duly and validly executed and delivered by Department and constitutes valid and binding obligations, enforceable against it in accordance with Agreement's terms, except to the extent that such enforceability may be subject to bankruptcy, insolvency, reorganization, moratorium or other laws now or hereinafter in effect relating to creditor's rights and other forms of equitable relief, and may be subject to equitable defenses and to the discretion of the court before which any proceeding therefore may be brought.

c. Neither the execution and delivery of this Agreement and the performance of its obligations thereunder nor the consummation of the transactions contemplated thereby will (i) conflict with or result in a breach of any provision of any agreement to which the Recipient is a party; (ii) violate any writ, order, judgment, injunction, decree, statute, rule or regulation of any court or governmental authority applicable to such entity or its property or assets.

F. *Construction, Number, Gender and Captions*

This Agreement has been executed in the State of California and shall be construed according to the law of said State. Numbers and gender as used therein shall be construed to include that number and/or gender which is appropriate in the context of the text in which either is included. Captions are included therein for the purposes of ease of reading and identification. Neither gender, number nor captions used therein shall be construed to alter the plain meaning of the text in which any or all of them appear.

G. *Complete Agreement*

This Agreement, including Appendices, constitutes the full and complete agreement of the parties, superseding and incorporating all prior oral and written agreements relating to the subject matter of this Agreement. All attached Appendices A and B are hereby incorporated and made an integral part of this Agreement by this reference.

H. *Partial Invalidity*

If any part of this Agreement is determined to be invalid, illegal or unenforceable, such determination shall not affect the validity, legality or enforceability of any other part of this Agreement and the remaining parts of this Agreement shall be enforced as if such invalid, illegal or unenforceable part were not contained herein.

I. *Conflicts*

To the extent that any provision or requirement of this Agreement may conflict with a provision or requirement of any other agreement between the parties hereto, or between a party hereto and any other party, which is attached to this Agreement as an appendix, the priority of agreements shall be employed to resolve such conflict. In the event of a conflict, the terms of the Master Agreement control the terms of Program Supplements and any further Amendments.

J. *Counterparts*

This Agreement may be executed in one or more counterparts and may include multiple signature pages, all of which shall be deemed to be one instrument. Copies of this Agreement may be used in lieu of the original.

K. *Governing Law*

The Agreement shall be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers.

**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION**

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

BY: _____
Dee Lam
Chief, Division of Local
Assistance

BY: _____
Raymond W. Wolfe
Executive Director

DATE: _____

DATE: _____

APPROVED AS TO FORM AND PROCEDURE

**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION**

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

BY: _____
Deputy Attorney

BY: _____
General Counsel

DATE: _____

DATE: _____

**APPENDIX A
TIRCP PROGRAM GUIDELINES AND DEPARTMENT DELEGATION**

(INSERT GUIDELINES AND DEPARTMENT DELEGATION)

****FINAL GUIDELINES AND DEPARTMENT DELEGATION WILL BE INCLUDED IN THE FINAL
MASTER AGREEMENT****

DRAFT

**APPENDIX B
RECIPIENT'S RESOLUTION**

DRAFT

RESOLUTION NO. 24-017**AUTHORIZATION FOR THE EXECUTION OF A MASTER AGREEMENT AND PROGRAM SUPPLEMENTS FOR STATE-FUNDED TRANSIT PROJECTS**

WHEREAS, the San Bernardino County Transportation Authority (SBCTA) may receive state funding from the California Department of Transportation (Department) now or sometime in the future for transit projects; and

WHEREAS, substantial revisions were made to the programming and funding process for the transportation projects programmed in the Transit and Intercity Rail Capital Program, by Chapter 36 (SB 862) of the Statutes of 2014; and

WHEREAS, the statutes related to state-funded transit projects require a local or regional implementing agency to execute an agreement with the Department before it can be reimbursed for project expenditures; and

WHEREAS, the Department utilizes the Master Agreement for State-Funded Transit Projects, along with associated Program Supplements, for the purpose of administering and reimbursing state transit funds to local agencies; and

WHEREAS, the SBCTA wishes to delegate authorization to execute these agreements and any amendments thereto to the Executive Director or his or her designee; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the San Bernardino County Transportation Authority, that the fund recipient agrees to comply with all conditions and requirements set forth in this agreement and applicable statutes, regulations and guidelines for all state-funded transit projects.

NOW THEREFORE, BE IT FURTHER RESOLVED that SBCTA's Executive Director be authorized to execute the Master Agreement, all Award Agreements, and all Program Supplements for State-Funded Transit Projects and any Amendments thereto with the California Department of Transportation.

PASSED AND ADOPTED at a meeting of the San Bernardino County Transportation Authority held on April 3, 2024.

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

ATTEST:

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

DRAFT

Attachment: Resolution 24-017_02.20.24 (10448 : California Department of Transportation Master Agreement - Greenhouse Gas Reduction

Minute Action

AGENDA ITEM: 27

Date: April 3, 2024

Subject:

Measure I Valley Major Street Projects Program Allocation Planning for Fiscal Year 2024/2025

Recommendation:

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

Approve the following amount for consideration in the SBCTA Fiscal Year 2024/2025 Budget: Valley Major Street Arterial Sub-Program for \$36,699,986.56.

Background:

San Bernardino County Transportation Authority (SBCTA) staff is engaged in the Measure I Major Street Projects Program allocation planning process for Fiscal Year (FY) 2024/2025. This process provides information that both SBCTA and its member agencies will use in the preparation of their capital budgets. One of the allocation planning activities is to calculate the fair-share distribution of Valley Major Street Projects Program - Arterial Sub-Program funds among Valley member jurisdictions. Attachment 1 summarizes Measure I Valley Arterial Sub-Program prior years' allocations, the proposed FY 2024/2025 allocations, invoiced reimbursements, and arterial loans as of January 31, 2024.

On June 3, 2020, after a reconciliation of the Valley Major Street Projects Program - Arterial Sub-Program, three jurisdictions had allocations exceeding their equitable share of revenue, and the SBCTA Board of Directors (Board) approved a 15-year allocation adjustment strategy to adjust future allocations among jurisdictions and restore jurisdictional equity to the Sub-Program. FY 2024/2025 includes the fourth of 15 years of allocation adjustments.

Table 1 below shows the overall proposed FY 2024/2025 Measure I Valley Arterial Sub-Program allocations by jurisdiction, as well as the cumulative allocation from FY 2009/2010 through FY 2024/2025, and the invoices processed or processing as of January 31, 2024. An expanded table showing how the recommended arterial allocations were derived is provided in Attachment 1. The cumulative allocation already includes the adjustments from the 15-year allocation adjustment strategy. Each jurisdiction will have access to their cumulative total, less what they have already invoiced. Jurisdictions with negative balances have Board-approved advances.

Table 1 - Measure I Arterial Sub-Program FY 2024/2025 Allocation Proposal and Status

Jurisdiction and Share		Allocations and Invoicing			
A	B	C	D	E	F
Jurisdiction	Equitable Share	<u>Proposed</u> FY24/25 Allocation Est * Equitable Share + Equitable Share Adjustment	Proposed Cumulative Allocations FY10/11-24/25	Arterial Invoicing Reimbursements thru FY23/24 (at 1/31/24)	Balance of Allocation Available thru FY24/25 Col D - Col E
Chino	7.591%	\$ 2,944,681.58	\$23,968,373.97	\$2,708,725.43	\$21,259,648.54
Chino Hills	2.194%	\$ 0.00	\$11,731,062.38	\$8,687,344.18	\$3,043,718.20
Colton	2.534%	\$ 1,022,427.93	\$7,641,421.87	\$393,611.54	\$7,247,810.33

Board of Directors Agenda Item

April 3, 2024

Page 2

Jurisdiction and Share		Allocations and Invoicing			
A	B	C	D	E	F
Jurisdiction	Equitable Share	<u>Proposed</u> <u>FY24/25</u> <u>Allocation</u> Est * Equitable Share + Equitable Share Adjustment	Proposed Cumulative Allocations FY10/11-24/25	Arterial Invoicing Reimbursements thru FY23/24 (at 1/31/24)	Balance of Allocation Available thru FY24/25 Col D - Col E
Fontana	19.400%	\$ 5,753,520.57	\$79,983,635.70	\$42,563,217.70	\$37,420,418.00
Grand Terrace	1.389%	\$ 560,438.98	\$4,188,608.91	\$151,461.76	\$4,037,147.15
Highland	6.777%	\$ 2,728,490.64	\$20,490,393.54	\$6,134,641.61	\$14,355,751.93
Loma Linda	4.074%	\$ 1,643,792.96	\$12,285,379.91	\$5,243,316.41	\$7,042,063.50
Montclair	0.597%	\$ 240,879.82	\$1,800,287.63	\$1,913,734.40	-\$113,446.77
Ontario	12.272%	\$ 4,951,553.08	\$37,006,917.58	\$17,393,600.60	\$19,613,316.98
Rancho Cucamonga	5.044%	\$ 1,647,903.21	\$19,123,878.75	\$12,201,187.56	\$6,922,691.19
Redlands	4.854%	\$ 1,958,510.32	\$14,637,514.50	\$2,112,512.00	\$12,525,002.50
Rialto	3.831%	\$ 1,501,627.94	\$11,954,819.87	\$9,045,928.79	\$2,908,891.08
San Bernardino	7.857%	\$ 3,170,172.14	\$23,693,232.68	\$9,773,861.24	\$13,919,371.44
Upland	2.743%	\$ 1,106,756.04	\$8,271,673.32	\$3,158,456.91	\$5,113,216.41
Yucaipa	5.965%	\$ 2,273,167.10	\$19,205,931.53	\$16,125,899.28	\$3,080,032.25
County	12.878%	\$ 5,196,064.25	\$38,834,345.23	\$6,079,637.00	\$32,754,708.23
TOTALS	100.00%	\$ 36,699,986.56	\$334,817,477.35	\$143,687,136.41	\$191,130,340.94

Table 2 below shows the remaining balances to be adjusted after this third adjustment in the 15-year strategy.

Table 2 – FY 2024/2025 – Fourth Year of 15-year Equitable Share Adjustments and Balances

Jurisdiction	FY 23/24 Total Allocation (Over)/Under Revenue Share	FY 24/25 Proposed Allocation Adjustment	Remaining Allocation (Over)/Under Revenue Share
Chino	\$1,606,406.34	\$158,785.60	\$1,447,620.73
Chino Hills	-\$5,190,364.63	-\$805,197.71	-\$4,385,166.93
Colton	\$935,303.27	\$92,450.27	\$842,853.01
Fontana	-\$16,395,321.92	-\$1,366,276.83	-\$15,029,045.09
Grand Terrace	\$512,682.02	\$50,676.17	\$462,005.85
Highland	\$2,441,519.44	\$241,332.55	\$2,200,186.90
Loma Linda	\$1,503,719.63	\$148,635.51	\$1,355,084.12
Montclair	\$220,353.61	\$21,780.90	\$198,572.71
Ontario	\$4,529,613.97	\$447,730.73	\$4,081,883.24
Rancho Cucamonga	-\$2,438,929.30	-\$203,244.11	-\$2,235,685.19
Redlands	\$1,791,618.82	\$177,092.97	\$1,614,525.85
Rialto	\$967,689.14	\$95,651.45	\$872,037.68
San Bernardino	\$2,900,030.71	\$286,654.20	\$2,613,376.52
Upland	\$1,012,445.49	\$100,075.41	\$912,370.09
Yucaipa	\$849,943.90	\$84,012.90	\$765,931.00
County	\$4,753,289.49	\$469,839.99	\$4,283,449.51
TOTALS	\$0.00	\$0.00	\$0.00

San Bernardino County Transportation Authority

Board of Directors Agenda Item

April 3, 2024

Page 3

It should also be noted that on January 9, 2019, the SBCTA Board approved an increased allocation to the Express Bus/Bus Rapid Transit Service Program from 2% to 5%, with the corresponding 3% reduction coming from the Valley Major Street Projects Program effective on April 1, 2020. Those percentages are taken into account in the numbers in the above tables and Attachment 1. Additionally, Policy No. 40006, Valley Major Street Program Measure I 2010-2040 Strategic Plan, states that beginning in FY 2018/2019, the Major Street Projects Program funding would be split 80% to the Arterial Sub-Program and 20% to the Grade Separation Sub-Program. Those same percentages were continued by Policy into FY 2024/2025.

Financial Impact:

This item has no financial impact on the adopted Budget for Fiscal Year 2023/2024. The information is provided to assist local jurisdictions in their budget planning for Fiscal Year 2024/2025.

Reviewed By:

This item was reviewed and recommended for approval (16-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on March 14, 2024.

Responsible Staff:

Vanessa Schoenewald, Chief of Fund Administration

Approved
Board of Directors
Date: April 3, 2024

Witnessed By:

FY 2024/2025 Proposed Allocations Measure I Major Street Projects Program

ATTACHMENT 1

Estimated FY 24/25 Major Streets Revenue	\$ 34,991,000.00
Excess FY 22/23 Major Streets Revenue ⁽¹⁾	\$ 8,900,703.00
FY 24/25 Major Streets Allocation	\$ 43,891,703.00
Arterial Portion (80%)	\$ 35,113,362.40
Adjustment for FY 22/23 Interest Allocation	\$ 2,380,817.16
Adjustment for Arterial Share of Unfunded Actuarial Accrued Liability	(\$ 585,013.00)
Adjustment for final FY 23/24 Indirect Allocation ⁽²⁾	(\$ 180,480.00)
Adjustment for estimated FY 24/25 Indirect Allocation	(\$ 28,700.00)
FY 24/25 Arterial Allocation Estimate	\$ 36,699,986.56
FY 24/25 Grade Separation Allocation Estimate (20%)	\$ 8,778,340.60

Jurisdiction and Share		Allocations and Invoicing									Additional Information
A	B	C	D	E	F	G	H	I	J	K	L
Jurisdiction	Equitable Share	Cumulative Allocations ⁽³⁾ FY10/11-23/24	<u>Unadjusted</u> FY24/25 Allocation	Allocation <u>Adjustment</u> ⁽⁴⁾	<u>Proposed</u> FY24/25 Allocation	Cumulative Allocations FY10/11-24/25	Project Advancement Agreement Final Reimbursements	Outstanding Arterial Loan Draws at 1/31/2024	Arterial Invoicing Reimbursements at 1/31/2024	Balance of Allocation Available thru FY24/25	Arterial Loan Available at 1/31/2024
			Est * Equitable Share			Sum (Col C & Col F)	PAA Database	Eden Financial system	Invoice Tracking Log	Col G - Sum (Col H to Col J)	
Chino	7.591%	\$21,023,692.39	\$ 2,785,895.98	\$ 158,785.60	\$ 2,944,681.58	\$23,968,373.97	\$2,409,779.49		\$298,945.94	\$21,259,648.54	
Chino Hills	2.194%	\$11,731,062.38	\$ 805,197.71	-\$ 805,197.71	\$ 0.00	\$11,731,062.38	\$8,687,344.18		\$0.00	\$3,043,718.20	
Colton	2.534%	\$6,618,993.94	\$ 929,977.66	\$ 92,450.27	\$ 1,022,427.93	\$7,641,421.87			\$393,611.54	\$7,247,810.33	
Fontana	19.400%	\$74,230,115.13	\$ 7,119,797.39	-\$ 1,366,276.83	\$ 5,753,520.57	\$79,983,635.70	\$34,928,457.14		\$7,634,760.56	\$37,420,418.00	
Grand Terrace	1.389%	\$3,628,169.93	\$ 509,762.81	\$ 50,676.17	\$ 560,438.98	\$4,188,608.91			\$151,461.76	\$4,037,147.15	
Highland	6.777%	\$17,761,902.91	\$ 2,487,158.09	\$ 241,332.55	\$ 2,728,490.64	\$20,490,393.54	\$120,709.61	\$6,013,932.00	\$0.00	\$14,355,751.93	\$ 2,668,431.00
Loma Linda	4.074%	\$10,641,586.94	\$ 1,495,157.45	\$ 148,635.51	\$ 1,643,792.96	\$12,285,379.91			\$5,243,316.41	\$7,042,063.50	
Montclair	0.597%	\$1,559,407.81	\$ 219,098.92	\$ 21,780.90	\$ 240,879.82	\$1,800,287.63		\$1,907,426.00	\$6,308.40	-\$113,446.77	\$ 1,990,241.00
Ontario	12.272%	\$32,055,364.50	\$ 4,503,822.35	\$ 447,730.73	\$ 4,951,553.08	\$37,006,917.58		\$2,901,597.12	\$14,492,003.48	\$19,613,316.98	
Rancho Cucamonga	5.044%	\$17,475,975.53	\$ 1,851,147.32	-\$ 203,244.11	\$ 1,647,903.21	\$19,123,878.75	\$6,771,580.86		\$5,429,606.70	\$6,922,691.19	
Redlands	4.854%	\$12,679,004.18	\$ 1,781,417.35	\$ 177,092.97	\$ 1,958,510.32	\$14,637,514.50			\$2,112,512.00	\$12,525,002.50	
Rialto	3.831%	\$10,453,191.93	\$ 1,405,976.49	\$ 95,651.45	\$ 1,501,627.94	\$11,954,819.87	\$899,731.56		\$8,146,197.23	\$2,908,891.08	
San Bernardino	7.857%	\$20,523,060.54	\$ 2,883,517.94	\$ 286,654.20	\$ 3,170,172.14	\$23,693,232.68			\$9,773,861.24	\$13,919,371.44	
Upland	2.743%	\$7,164,917.28	\$ 1,006,680.63	\$ 100,075.41	\$ 1,106,756.04	\$8,271,673.32			\$3,158,456.91	\$5,113,216.41	
Yucaipa	5.965%	\$16,932,764.43	\$ 2,189,154.20	\$ 84,012.90	\$ 2,273,167.10	\$19,205,931.53	\$2,724,856.41		\$13,401,042.87	\$3,080,032.25	
County	12.878%	\$33,638,280.97	\$ 4,726,224.27	\$ 469,839.99	\$ 5,196,064.25	\$38,834,345.23			\$6,079,637.00	\$32,754,708.23	
TOTALS	100.00%	\$298,117,490.79	\$36,699,986.56	\$0.00	\$36,699,986.56	\$334,817,477.35	\$56,542,459.25	\$10,822,955.12	\$76,321,722.04	\$191,130,340.94	\$4,658,672.00

- NOTES:**
- (1) Split is Arterial 80% and Grade Separation 20% as of FY18/19
 - (2) Difference between FY23/24 Indirect planned of \$90,000 and \$270,480 actuals.
 - (3) Includes Project Advancement Agreement reimbursements from Major Street Arterial subprogram dollars.
 - (4) 15 Year adjustments to allocations to bring all Valley jurisdictions to their equitable share (per SBCTA Board June 3, 2020)
 - (5) Arterial Invoicing Reimbursements paid out per SBCTA financial system; includes project payments for projects for which SBCTA is lead (i.e., Mt Vernon Viaduct and 4th Street Bridge)

Excess Revenue Calculations

FY 22/23 actual Major Streets Revenue	\$ 35,743,603.00
FY 22/23 planned Major Streets	<u>\$ 26,842,900.00</u>
Excess actual over planned	\$ 8,900,703.00

Attachment: Attachment 1 FY24-25 Arterial Allocations (10449 : Measure I Valley Major Street Program Allocation Planning for Fiscal Year 2024/2025)

Minute Action

AGENDA ITEM: 28

Date: April 3, 2024

Subject:

Yucca Loma Road Widening Project Funding Agreement No. 24-1003077

Recommendation:

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

- A. Allocate \$1,350,000 in Measure I Victor Valley Subarea Major Local Highway Projects Program (MLHP) funds to the Town of Apple Valley (Town) for the Yucca Loma Road Widening Project.
- B. Approve Funding Agreement No. 24-1003077 with the Town of Apple Valley for the Yucca Loma Road Widening Project in the amount of \$3,250,000, to be funded with \$1,350,000 in MLHP funds and \$1,900,000 in Town funds.

Background:

The Measure I Expenditure Plan, as part of the Measure I Ordinance No. 04-01, includes contributions to projects along major streets and highways serving as current or future primary routes of travel within the Victor Valley Subarea. In April 2009, the San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board) adopted the Measure I 2010-2040 Strategic Plan (Plan) to define the policy framework for the delivery of Measure I programs and projects along with developing candidate project lists, which are completed with the assistance from subarea jurisdiction representatives. The Plan was subsequently updated in September 2017.

The Town of Apple Valley (Town) has requested a funding allocation from the Measure I Victor Valley Subarea Major Local Highway Projects Program (MLHP) for their high priority project, the Yucca Loma Road Widening Project (Project). The Project generally consists of widening Yucca Loma Road from two to four lanes from Apple Valley Road to 1200 feet east of Apple Valley Road. This includes grading, pavement grinding, utility adjustment, asphalt concrete paving, signing, and striping. The Project is scheduled to finalize the Plans, Specifications, and Estimates (PS&E) phase in April 2024 and is expected to begin construction activity in June 2024. The Town's request for funding allocation meets the eligibility requirements for MLHP as defined by the Victor Valley Subarea MLHP Measure I 2010-2040 Strategic Plan Policy No. 40013.

While the Project was not identified for funding in the 2021 Update to the 10-Year Delivery Plan, it has since been prioritized by the Town and will be updated accordingly for the planned 2024 Update. The total estimated cost for the Project is \$3,250,000, with the construction phase estimated at \$3,000,000. SBCTA's public share contribution to the construction phase is 45%, or \$1,350,000 in MLHP funds, and the Town would fund the remaining \$1,900,000 in Project costs. Staff recommends approval of the allocation as sufficient funding capacity exists in the MLHP to support the requested amount without affecting other committed projects in the Subarea.

Entity: San Bernardino County Transportation Authority

Board of Directors Agenda Item
April 3, 2024
Page 2

Financial Impact:

The adopted Budget for Fiscal Year 2023/2024 includes sufficient Victor Valley Major Local Highway Program funds for new agreements to support this allocation in Program 50, Fund Administration.

Reviewed By:

This item was reviewed and unanimously recommended for approval by the Mountain/Desert Policy Committee on March 15, 2024. SBCTA General Counsel and Enterprise Risk Manager have reviewed this item and the draft agreement.

Responsible Staff:

Andrea Zureick, Director of Fund Administration

Approved
Board of Directors
Date: April 3, 2024

Witnessed By:

PROJECT FUNDING AGREEMENT NO. 24-1003077

FOR

YUCCA LOMA ROAD WIDENING PROJECT

(TOWN OF APPLE VALLEY)

THIS Project Funding Agreement (“AGREEMENT”) is made and entered into by and between the Town of Apple Valley ("TOWN") and the San Bernardino County Transportation Authority ("SBCTA"). SBCTA and TOWN are each a “Party” and collectively “Parties.”

RECITALS

- A. The Measure I 2010-2040 Expenditure Plan and the Victor Valley Subarea transportation planning partners have identified projects eligible for funding from Measure I 2010-2040 Victor Valley Subarea Major Local Highway Projects Program ("MLHP") funds; and
- B. The Yucca Loma Road Widening Project (“PROJECT”) is one of the projects identified as eligible for such funding and is described more fully in Attachment A; and
- C. The proposed PROJECT will consist of widening Yucca Loma Road from two to four lanes from Apple Valley Road to 1,200 feet east; and
- D. SBCTA prepared a study, referenced herein as the Nexus Study, dated November 2, 2011, updated every two years in accordance with the Measure I 2010-2040 Expenditure Plan, that identified for projects located in TOWN, the SBCTA Public Share as 45% and the TOWN Developer Share as 55% of costs necessary to complete the PROJECT; and
- E. TOWN identified a need of \$1,350,000 in Measure I 2010-2040 Victor Valley Subarea funds to complete the Construction Phase of the PROJECT; and
- F. The Victor Valley Subarea transportation planning partners have identified this PROJECT as eligible for funding of this Construction Phase in an amount up to \$1,350,000 from Measure I 2010-2040 Victor Valley Subarea MLHP funds for the PROJECT; and
- G. PROJECT WORK is defined as the Construction Phase; and
- H. This AGREEMENT is to be carried out in accordance with the policies in the Measure I 2010-2040 Strategic Plan as adopted by SBCTA including the use of Development Impact Fees by TOWN to pay its share of PROJECT costs; and
- I. TOWN desires to proceed with the PROJECT WORK in a timely manner; and
- J. This AGREEMENT is intended to delineate the duties and funding responsibilities of the Parties for the PROJECT WORK; and

K. SBCTA and TOWN are entering into this AGREEMENT with the understanding that SBCTA will reimburse TOWN for eligible PROJECT WORK expenditures with MLHP funds.

NOW, THEREFORE, the Parties agree to the following:

SECTION I

SBCTA AGREES:

1. To reimburse TOWN for the actual cost of the PROJECT WORK up to a maximum of \$1,350,000 in Measure I 2010-2040 Victor Valley Subarea MLHP funds. An estimate of costs for the PROJECT WORK is provided in Attachment B. SBCTA shall have no further responsibilities to provide any funding for PROJECT WORK exceeding this amount without an amendment to this AGREEMENT.
2. To reimburse TOWN within 30 days after TOWN submits an electronic copy of the signed invoices in the proper form covering those actual allowable PROJECT WORK expenditures that were incurred by TOWN up to a maximum amount identified in Section I, Paragraph 1 of this AGREEMENT, consistent with the invoicing requirements of the Measure I 2010-2040 Strategic Plan, including backup information. Invoices may be submitted to SBCTA as frequently as monthly.
3. When conducting an audit of the costs claimed under the provisions of this AGREEMENT, to rely to the maximum extent possible on any prior audit of TOWN performed pursuant to the provisions of State and Federal laws. In the absence of such an audit, work of other auditors will be relied upon to the extent that work is acceptable to SBCTA when planning and conducting additional audits.
4. To assign a project liaison for the purpose of attending Project Development Team (PDT) meetings.

SECTION II

TOWN AGREES:

1. To be the lead agency for PROJECT WORK and to diligently undertake and complete in a timely manner the Scope of Work for the PROJECT WORK as shown in Attachment A.
2. To be responsible for expending that portion of allocated MLHP funds on eligible PROJECT WORK expenses in an amount not to exceed \$1,350,000 in Measure I 2010-2040 Victor Valley Subarea MLHP funds unless AGREEMENT is amended and approved increasing PROJECT WORK costs. Reimbursement by SBCTA shall be in accordance with Section I, Paragraph 2. Additionally, expenses relative to time spent on the PROJECT WORK by TOWN staff are considered eligible PROJECT expenses and may be charged to the PROJECT, subject to SBCTA's guidelines.
3. To abide by all applicable SBCTA, TOWN, State and Federal laws, regulations, policies and procedures pertaining to the PROJECT WORK.

4. To prepare and submit to SBCTA an electronic copy of signed invoices for reimbursement of eligible PROJECT WORK expenses. Invoices may be submitted to SBCTA as frequently as monthly.
5. To maintain all source documents, books and records connected with its performance under this AGREEMENT for a minimum of five (5) years from the date of the Final Report of Expenditures submittal to SBCTA or until audit resolution is achieved, whichever is later, and to make all such supporting information available for inspection and audit by representatives of SBCTA during normal business hours at TOWN Hall. Copies will be made and furnished by TOWN upon written request by SBCTA.
6. To establish and maintain an accounting system conforming to Generally Accepted Accounting Principles (GAAP) to support TOWN's requests for reimbursement, payment vouchers, or invoices which segregate and accumulate costs of PROJECT WORK elements and produce monthly reports which clearly identify reimbursable costs, matching fund costs, indirect cost allocation, and other allowable expenditures by TOWN.
7. To prepare a Final Report of Expenditures, including a final invoice reporting the actual eligible PROJECT WORK costs expended for those activities described in the work activities, and to submit that Final Report of Expenditures and final invoice no later than one hundred twenty (120) days following the completion of those expenditures funded under this AGREEMENT. The Final Report of Expenditures shall be submitted to SBCTA and must state that these PROJECT WORK funds were used in conformance with this AGREEMENT and for those PROJECT WORK-specific work activities described.
8. To cooperate in having a PROJECT-specific audit completed by SBCTA, at SBCTA's option and expense, upon completion of the PROJECT WORK. The audit must state that all funds expended on the PROJECT WORK were used in conformance with this AGREEMENT.
9. To repay to SBCTA any reimbursement for Measure I costs that are determined by subsequent audit to be unallowable within one hundred twenty (120) days of TOWN receiving notice of audit findings, which time shall include an opportunity for TOWN to respond to and/or resolve the findings. Should the findings not be otherwise resolved and TOWN fail to reimburse moneys due SBCTA within one hundred twenty (120) days of audit findings, or within such other period as may be agreed between both Parties, SBCTA reserves the right to withhold future payments due TOWN from any source under SBCTA's control.
10. To include SBCTA in Project Development Team (PDT) meetings if and when such meetings are held and in related communications on PROJECT WORK progress, to provide at least quarterly schedule updates to SBCTA, and to consult with SBCTA on critical issues relative to the PROJECT WORK.
11. To include in all contracts between TOWN and contractors for the PROJECT WORK the requirement that SBCTA be named as an additional insured under general liability insurance policies maintained by the contractor for the PROJECT.

SECTION III

IT IS MUTUALLY AGREED:

1. To abide by all applicable Federal, State and Local laws and regulations pertaining to the PROJECT WORK, including policies in the applicable program in the Measure I 2010-2040 Strategic Plan, as amended, as of the Effective Date of this AGREEMENT.
2. The final PROJECT WORK cost may ultimately exceed current estimates of PROJECT WORK cost. Any additional eligible costs resulting from unforeseen conditions over the estimated total of the PROJECT WORK cost shall be borne by TOWN unless prior authorization has been approved by the SBCTA Board of Directors pursuant to Section III, Paragraph 3 of this AGREEMENT.
3. In the event TOWN determines PROJECT WORK costs may exceed the not-to-exceed amount identified in Section I, Paragraph 1, TOWN shall inform SBCTA of this determination and thereafter the Parties shall work together in an attempt to agree upon an amendment to the PROJECT WORK amounts identified in this AGREEMENT. In no event, however, shall SBCTA be responsible for PROJECT WORK costs in excess of the amounts identified herein absent a written amendment to this AGREEMENT that is approved and signed by both Parties.
4. Eligible PROJECT WORK reimbursements shall include only those costs incurred by TOWN for PROJECT WORK-specific work activities that are described in this AGREEMENT and shall not include escalation or interest.
5. Neither SBCTA nor any officer or employee thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by TOWN under or in connection with any work, authority or jurisdiction delegated to TOWN under this AGREEMENT. It is understood and agreed that, pursuant to Government Code Section 895.4, TOWN shall fully defend, indemnify and save harmless SBCTA, its officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by TOWN under or in connection with any work, authority or jurisdiction delegated to TOWN under this AGREEMENT. TOWN'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.
6. Neither TOWN nor any officer or employee thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by SBCTA under or in connection with any work, authority or jurisdiction delegated to SBCTA under this AGREEMENT. It is understood and agreed that, pursuant to Government Code Section 895.4, SBCTA shall fully defend, indemnify and save harmless TOWN, its officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by SBCTA under or in connection with any work, authority or jurisdiction delegated to SBCTA under

this AGREEMENT. SBCTA’s indemnification obligation applies to TOWN’s “active” as well as “passive” negligence but does not apply to TOWN’s “sole negligence” or “willful misconduct” within the meaning of Civil Code Section 2782.

- 7. In the event TOWN and/or SBCTA is found to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under this AGREEMENT, TOWN and/or SBCTA shall indemnify the other to the extent of its comparative fault.
- 8. This AGREEMENT will be considered terminated upon reimbursement of all eligible costs by SBCTA or June 30, 2025, whichever is sooner, provided that the provisions of Paragraphs 5, 6, 7, 8, and 9 of Section II, and Paragraphs 5, 6 and 7 of Section III, shall survive the termination of this AGREEMENT. The AGREEMENT may also be terminated by SBCTA, in its sole discretion, in the event the PROJECT WORK described in Attachment A has not been initiated by TOWN within twelve (12) months of the Effective Date of this AGREEMENT.
- 9. SBCTA may terminate this Agreement if TOWN fails to perform according to the terms of this AGREEMENT and if this failure jeopardizes the delivery of the PROJECT WORK according to the terms herein.
- 10. The Recitals to this AGREEMENT are true and correct and are incorporated into this AGREEMENT.
- 11. Attachment A (Description of Project and Milestones) and Attachment B (Summary of Estimated Costs) are attached to and incorporated into this AGREEMENT.
- 12. The AGREEMENT may be signed in counterparts, each of which shall constitute an original.
- 13. This AGREEMENT is effective and shall be dated on the date executed by SBCTA (“Effective Date”).

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

Attachment: 24-1003077 (10450 : Yucca Loma Road Widening Project Funding Agreement No. 24-1003077)

IN WITNESS WHEREOF, the Parties have executed this AGREEMENT by their authorized signatories below.

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

TOWN OF APPLE VALLEY

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

By: _____
Doug Robertson
Town Manager

Date: _____

Date: _____

APPROVED AS TO FORM:

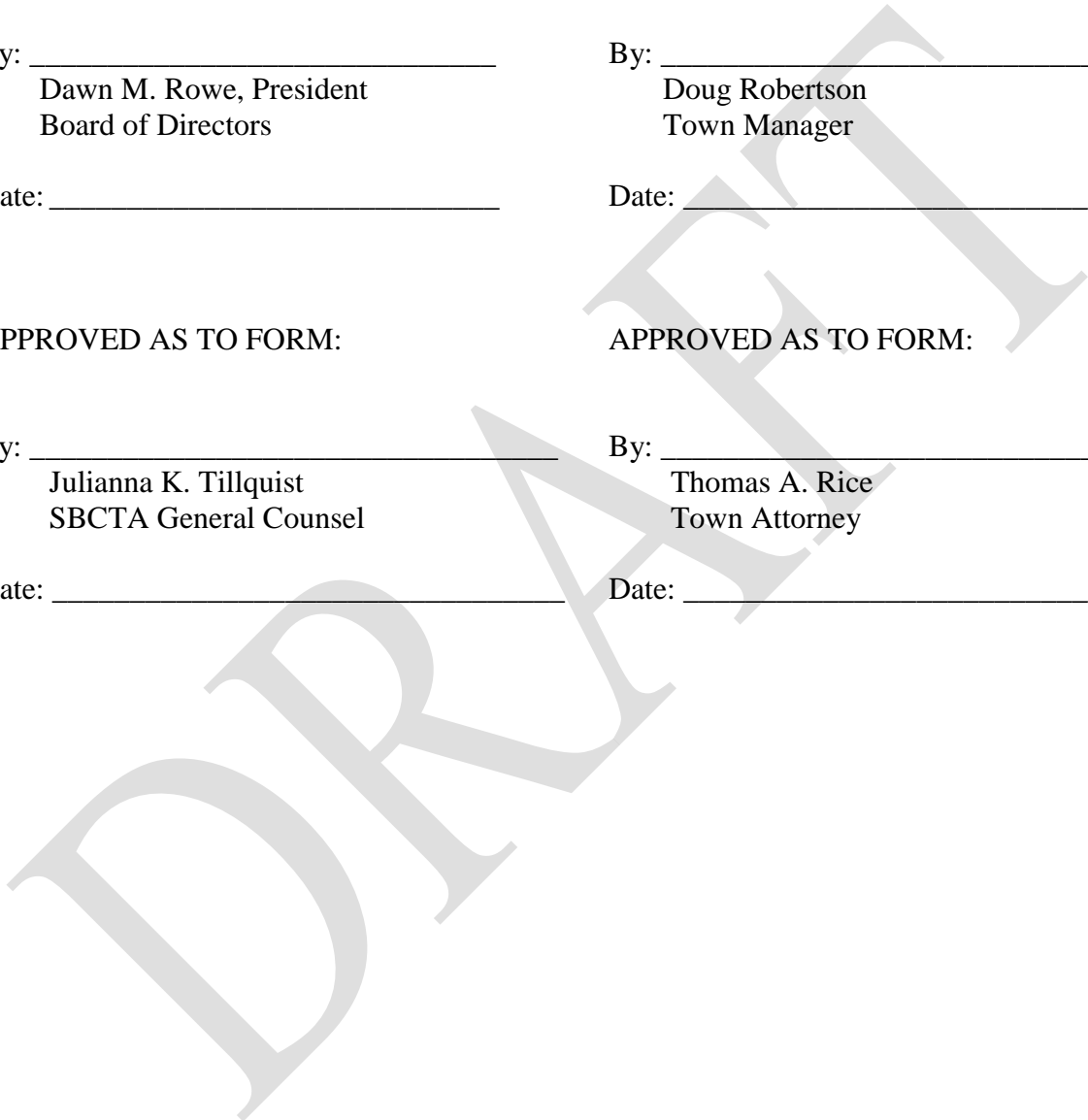
APPROVED AS TO FORM:

By: _____
Julianna K. Tillquist
SBCTA General Counsel

By: _____
Thomas A. Rice
Town Attorney

Date: _____

Date: _____



Attachment: 24-1003077 (10450 : Yucca Loma Road Widening Project Funding Agreement No. 24-1003077)

ATTACHMENT A

YUCCA LOMA ROAD WIDENING PROJECT Description of Project and Milestones

Project Title	
Yucca Loma Road Widening Project	
Location, Project Limits, Description, Scope of Work, Legislative Description	
The project will widen from 2 lanes to 4 lanes Yucca Loma Road from Apple Valley Rd to roughly 1,200' east.	
Project Milestone	Proposed
Project Study Report Approved	N/A
Begin Environmental (PA&ED) Phase	6/1/2016
Circulate Draft Environmental Document	2/1/2024
Draft Project Report	N/A
End Environmental Phase (PA&ED Milestone)	4/1/2024
Begin Design (PS&E) Phase	1/1/2016
End Design Phase (Ready to List for Advertisement Milestone)	4/1/2024
Begin Right of Way Phase	9/1/2018
End Right of Way Phase (Right of Way Certification Milestone)	6/1/2019
Begin Construction Phase (Contract Award Milestone)	6/1/2024
End Construction Phase (Construction Contract Acceptance Milestone)	11/1/2024
Begin Closeout Phase	11/1/2024
End Closeout Phase (Closeout Report)	12/31/2024

Attachment: 24-1003077 (10450 : Yucca Loma Road Widening Project Funding Agreement No. 24-1003077)

ATTACHMENT B

**YUCCA LOMA ROAD WIDENING PROJECT
Summary of Estimated Costs**

Phase	Total Cost	SBCTA Funds (1)	TOWN Funds
Project Approval and Environmental Documentation	\$0	\$0	\$0
Plans, Specifications, and Estimate	\$250,000	\$0	\$250,000
Right-of-way	\$0	\$0	\$0
Construction	\$3,000,000	\$1,350,000	\$1,650,000
TOTAL	\$3,250,000	\$1,350,000	\$1,900,000

Additional Notes:

1. SBCTA's Share can be from sources under control of SBCTA including but not limited to Measure I Major Local Highways Program (MLHP), State Transportation Improvement Program (STIP), Surface Transportation Program (STP), or other funds without necessitating an amendment of this agreement.

Attachment: 24-1003077 (10450 : Yucca Loma Road Widening Project Funding Agreement No. 24-1003077)

Minute Action

AGENDA ITEM: 29

Date: April 3, 2024

Subject:

State Legislative Update

Recommendation:

Receive and file the March 2024 State Legislative Update.

Background:

San Bernardino County Transportation Authority (SBCTA) Legislative Affairs staff, along with a representative from state advocates, California Advisors, LLC, updated the Legislative Policy Committee on March 13, 2024, on upcoming legislative deadlines and negotiations regarding the 2024-2025 state budget.

2024 Legislative Session

The deadline to introduce new bills for the 2024 session was February 16, 2024.

2,235 bills were introduced in the State Legislature by the deadline, 1,565 in the Assembly and 670 in the Senate. A great number of bills were introduced in “spot” form as placeholders as legislators work through final bill text with the Legislative Counsel’s office. After being introduced, bills must be in print for 30 days before being taken up in committee, so the policy committee process will begin in March and all new bills will begin to be scheduled for their first policy hearings.

The Legislature will adjourn for their Spring Recess on March 21, 2024, and legislators will return April 1, 2024.

2024-2025 Budget

On February 20th, the Department of Finance released their finance bulletin which reflected the revenues the state collected for the month of January 2024. Cash receipts were \$5 billion, or 19.7 percent, below the 2024-2025 Governor’s budget forecast for January. The primary driver of the cumulative shortfall was personal income tax cash receipts which were \$4.7 billion below forecasts. Interestingly, Corporation Tax and Sales and Use Tax receipts were only \$56 million combined below the January estimates.

The Legislative Analyst’s Office (LAO) provided an update shortly after the Department of Finance released its latest bulletin. They increased their \$58 billion deficit projection to \$73 billion based on the most recent data. They see further weakness relative to the January tax collections and believe the budget problem could be even higher at the May Revision. The LAO also identified nearly \$16 billion in recent one-time spending that could be pulled back by the State or reduced from previous budgets. This includes over \$10 billion in the current fiscal year and the 2024-2025 budget window.

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

Board of Directors Agenda Item
 April 3, 2024
 Page 2

Attachment A contains a list of legislative bills that the 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 adopted Budget for Fiscal Year 2023/2024.

Reviewed By:

This item was received by the Legislative Policy Committee on March 13, 2024.

Responsible Staff:

Otis Greer, Director of Legislative and Public Affairs

Approved
 Board of Directors
 Date: April 3, 2024

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 - March 2024

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.	Signed by the Governor. (9/22/23)	Support	4/12/2023
SB 617 (Newman)	Would allow transportation agencies the use of the progressive design-build procurement process on capital projects.	Signed by the Governor. (10/4/23)	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.	Signed by the Governor. (10/8/23)	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 3-24 (10472 : State Legislative Update)

**SAN BERNARDINO COUNTY
 TRANSPORTATION AUTHORITY (SBCTA) / COUNCIL OF GOVERNMENTS (SBCOG)
 LEGISLATIVE BILL POSITIONS - March 2024**

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	Failed to be voted upon on Senate Floor, two-year bill. (9/14/23)	Oppose	6/14/2023
AB 2590 (Reyes)	Would amend the California Public Utilities Code to increase the monetary thresholds of certain procurement processes for supplies, equipment and materials that are utilized for SBCTA projects.	Introduced, awaiting committee assignment. (2/15/24)	Sponsor Support	2/14/2024

Attachment: Bill position matrix 3-24 (10472 : State Legislative Update)

Status Report

ATTACHMENT B

Wednesday, February 28, 2024

AB 6 Friedman D (Dist. 44) Transportation planning: regional transportation plans: Solutions for Congested Corridors Program: reduction of greenhouse gas emissions.

Location: SENATE 2 YEAR

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law requires that each regional transportation plan also include a sustainable communities strategy prepared by each metropolitan planning organization in order to, among other things, achieve certain targets established by the State Air Resources Board for the reduction of greenhouse gas emissions from automobiles and light trucks in the region for 2020 and 2035, respectively. This bill would require the state board, after January 1, 2024, and not later than September 30, 2026, to establish additional targets for 2035 and 2045, respectively, as specified.

Position: Oppose

AB 7 Friedman D (Dist. 44) Transportation: planning: project selection processes.

Location: SENATE 2 YEAR

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 each department within the agency. 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, feasible, and cost effective, this bill would require the agency, the Department of Transportation, and the California Transportation Commission to incorporate specified goals into program funding guidelines and processes.

Position: Oppose

AB 295 Fong, Vince R (Dist. 32) Department of Transportation: maintenance projects.

Location: SENATE 2 YEAR

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 to expedite roadside maintenance for specified projects related to roadside maintenance and the removal and clearing of material, as provided. The bill would also authorize local governmental entities, fire protection districts, fire safe councils, and tribal entities to notify the department of those projects related to roadside maintenance and the removal and clearing of material that have not been completed in an efficient and timely manner if the continued failure to complete these projects poses a clear and imminent danger, as provided. The bill would require the Division of Maintenance to begin the maintenance project within 90 days of being notified.

AB 382 Cervantes D (Dist. 58) High-occupancy vehicle lanes: County of Riverside.

Location: SENATE 2 YEAR

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

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

Attachment: Bill Report 3-24 (10472 : State Legislative Update)

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 591 Gabriel D (Dist. 46) Electric vehicle service equipment: connectors and public accessibility.

Location: SENATE 2 YEAR

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Would require that any electric vehicle service equipment that is capable of charging a light-duty electric vehicle and is installed or substantially retrofitted, as defined, except for private use at a single-family residence or multifamily residence, include a universal connector, as defined, and be publicly accessible. The bill would require an owner or operator of CHAdeMO electric vehicle service equipment, as defined, that is in operation on January 1, 2024, except where it is located at a single-family residence or multifamily residence and is only for private use, to maintain the CHAdeMO electric vehicle service equipment in good working condition until at least January 1, 2029.

AB 627 Jackson D (Dist. 60) Drayage trucks: voucher incentive project.

Location: SENATE RLS.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law establishes the State Air Resources Board as the state agency responsible for monitoring and regulating sources emitting greenhouse gases. The state board, in this capacity, administers the California Hybrid and Zero-Emission Truck and Bus Voucher Incentive Project under which the agency issues a limited number of vouchers to incentivize the purchase and use of zero-emission commercial vehicles. The Budget Act of 2023 appropriated funds from the Greenhouse Gas Reduction Fund to the state board for zero-emission drayage trucks to be administered through the project and, in expending those funds, requires the state board, before January 1, 2025, to limit the number and award amount levels under the project based on fleet size. This bill would require the state board to ensure that a voucher provided under the project for the purchase of a new, or the retrofit of a used, drayage truck is provided to an operator in an amount determined pursuant to a sliding scale established by the state board, based on the number of drayage trucks the operator owns. In administering the project, the bill would require the state board to prioritize the award of those vouchers to operators meeting certain criteria.

Position: Watch

AB 761 Friedman D (Dist. 44) Local finance: enhanced infrastructure financing districts.

Location: SENATE RLS.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law authorizes the legislative body of a city or a county to designate a proposed enhanced infrastructure financing district by adopting a resolution of intention to establish the proposed district which, among other things, is required to state that an enhanced infrastructure financing district is proposed and describe the boundaries of the proposed district. Current law requires the public financing authority to direct the preparation of and adopt an infrastructure financing plan consistent with the general plan and any relevant specific plan, and consisting of, among

Attachment: Bill Report 3-24 (10472 : State Legislative Update)

other things, a financing section. Current law requires that the financing section include a plan for financing facilities, a limit on the total number of dollars of taxes that may be allocated to the district pursuant to the plan, and a date, either not more than 45 years from the date on which the issuance of the bonds is approved for the plan on which the district will cease to exist, by which time all tax allocation to the district will end, or, where the district is divided into project areas, a date on which the infrastructure financing plan will cease to be in effect and all tax allocations to the district will end and a date on which the district's authority to repay indebtedness with incremental tax revenues will end, as specified. This bill, for plans proposed on or after January 1, 2024, would specify that for the purpose of development and construction of passenger rail projects in the County of Los Angeles where at least 75% of the revenue from the district is used for debt service on a federal Transportation Infrastructure Finance and Innovation Act loan, the date on which the district will cease to exist shall not be more than 75 years from the date of the issuance of bonds or approval of a loan, as specified. This bill would make legislative findings and declarations as to the necessity of a special statute for specified districts enacted primarily for the purpose of development and construction of zero-emission mass transit projects.

Position: Watch

AB 817 Pacheco D (Dist. 64) Open meetings: teleconferencing: subsidiary body.

Location: SENATE RLS.

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, each legislative body of a local agency to provide notice of the time and place for its regular meetings and an agenda containing a brief general description of each item of business to be transacted. The act also requires that all meetings of a legislative body be open and public, and that all persons be permitted to attend unless a closed session is authorized. 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. Existing 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. Current law authorizes the legislative body of a local agency to use alternate teleconferencing provisions during a proclaimed state of emergency (emergency provisions) and, until January 1, 2026, 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 (nonemergency provisions). This bill, until January 1 2026, would authorize a subsidiary body, as defined, to use similar alternative teleconferencing provisions and would impose requirements for notice, agenda, and public participation, as prescribed. In order to use teleconferencing pursuant to this act, the bill would require the legislative body that established the subsidiary body by charter, ordinance, resolution, or other formal action to make specified findings by majority vote, before the subsidiary body uses teleconferencing for the first time and every 12 months thereafter.

AB 849 Garcia D (Dist. 36) Community emissions reduction programs.

Location: SENATE 2 YEAR

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 930 Friedman D (Dist. 44) Local government: Reinvestment in Infrastructure for a Sustainable and Equitable California (RISE) districts.

Location: SENATE RLS.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Would authorize the legislative bodies of 2 or more cities or counties to jointly form a Reinvestment in Infrastructure for a Sustainable and Equitable California district (RISE district) in accordance with specified procedures. The bill would authorize a special district to join a RISE district, by resolution, as specified. The bill would require the Office of Planning and Research (OPR) to develop guidelines for the formation of RISE districts no later than November 30, 2026. The bill would provide for the establishment of a governing board of a RISE district with representatives of each participating local government.

AB 1008 Bauer-Kahan D (Dist. 16) The Western Joshua Tree Conservation Act.

Location: SENATE 2 YEAR

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

The California Endangered Species Act requires the Fish and Game Commission (commission) to establish a list of endangered species and a list of threatened species and to add or remove species from either list if it finds, upon the receipt of sufficient scientific information, as specified, that the action is warranted. The act prohibits the taking of an endangered or threatened species, except in certain situations. Under the act, the Department of Fish and Wildlife may authorize the taking of listed species pursuant to an incidental take permit if the taking is incidental to an otherwise lawful activity, the impacts are minimized and fully mitigated, and the issuance of the permit would not jeopardize the continued existence of the species. A violation of the provisions of the Fish and Game Code is a crime. This bill, the Western Joshua Tree Conservation Act, would prohibit any person or public agency from importing into the state, exporting out of the state, or taking, possessing, purchasing, or selling within the state, a western Joshua tree or any part or product of the tree, except as provided pursuant to existing law or by paying a specified fee.

Position: Watch

AB 1333 Ward D (Dist. 78) Residential real property: bundled sales.

Location: SENATE RLS.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law, until January 1, 2031, for purposes of the exercise of a power of sale, prohibits a trustee from bundling properties for the purpose of sale, instead requiring each property to be bid on separately, unless the deed of trust or mortgage provides otherwise. Current law also prohibits specified institutions that, during their immediately preceding annual reporting period, as established with their primary regulator, foreclosed on 175 or more residential real properties, containing no more than 4 dwelling units, from conducting a sale of 2 or more parcels of real property containing one to 4 residential dwelling units, inclusive, at least 2 of which have been acquired through

Attachment: Bill Report 3-24 (10472 : State Legislative Update)

foreclosure under a mortgage or deed of trust. This bill would prohibit a developer of residential one to 4 d units, inclusive, from conducting a sale of 2 or more parcels of real property containing one to 4 residential dwelling units, inclusive, in a single transaction to an institutional investor, as defined, if the occupancy permit was issued on c after January 1, 2025.

AB 1335 Zbur D (Dist. 51) Local government: transportation planning and land use: sustainable communities strategy.

Location: SENATE 2 YEAR

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 identifier 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 2 YEAR

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 a 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 1777 Ting D (Dist. 19) Autonomous vehicles.

Location: ASSEMBLY PRINT

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Attachment: Bill Report 3-24 (10472 : State Legislative Update)

AB 1837 Papan D (Dist. 21) San Francisco Bay area: public transportation.

Location: ASSEMBLY PRINT

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law creates the Metropolitan Transportation Commission as a local area planning agency for the 9-county San Francisco Bay area with comprehensive regional transportation planning and other related responsibilities. Current law creates various transit districts located in the San Francisco Bay area, with specified powers and duties relating to providing public transit services. This bill would state the intent of the Legislature to enact subsequent legislation to encourage coordination and collaboration among transit agencies in the San Francisco Bay area.

AB 1889 Friedman D (Dist. 44) General plan: wildlife connectivity element.

Location: ASSEMBLY L. GOV.

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 the legislative body of a city or county to adopt a comprehensive general plan that includes various elements, including land use and housing elements, as specified. This bill would require a general plan to include a wildlife connectivity element, or related goals, policies, and objectives integrated in other elements, that considers the effect of development within the jurisdiction on fish, wildlife, and habitat connectivity, as specified. The bill would require the wildlife connectivity element to, among other things, identify and analyze connectivity areas, permeability, and natural landscape areas within the jurisdiction, incorporate and analyze specified guidelines and standards, incorporate and analyze relevant information from specified sources, and incorporate and analyze relevant best available science. The bill would require a city or county subject to these provisions to adopt or review the wildlife connectivity element, or related goals, policies, and objectives integrated in other elements, upon the adoption or next revision of one or more elements on or after January 1, 2025.

AB 1893 Wicks D (Dist. 14) Housing Accountability Act: housing disapprovals: required local findings.

Location: ASSEMBLY H. & C.D.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

The Housing Accountability Act, among other things, prohibits a local agency from disapproving, or conditioning approval in a manner that renders infeasible, a housing development project for very low, low-, or moderate-income households unless the local agency makes written findings as to one of certain sets of conditions, as specified. One set of conditions is that (A) the jurisdiction has adopted a housing element that is in substantial compliance with the Housing Element Law, and (B) the housing development project is inconsistent with both the jurisdiction’s zoning ordinance and general plan land use designation as specified in any element of the general plan as it existed on the date the application was deemed complete. This bill would authorize a local agency to disapprove or conditionally approve a housing development project for very low, low-, or moderate-income households if it makes a finding that (A) the local agency has failed to adopt a revised housing element that is in substantial compliance with the Housing Element Law, (B) the housing development project is proposed for a site zoned for residential use or residential mixed-use development, and (C) the housing development project exceeds specified density requirements, has a density that is less than the minimum allowed by state or local law, or does not meet objective standards quantifiable, written development standards, as specified.

AB 1904 Ward D (Dist. 78) Transit buses: yield right-of-way sign.

Location: ASSEMBLY TRANS.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Attachment: Bill Report 3-24 (10472 : State Legislative Update)

Current law authorizes a transit bus in the Santa Cruz Metropolitan Transit District and the Santa Clara Valley Transportation Authority to be equipped with a yield right-of-way sign on the left rear of the bus if the applicable entity approves a resolution requesting that this section be made applicable to it. Current law requires the sign to be designed to warn a person operating a motor vehicle approaching the rear of the bus that the bus is entering traffic and be illuminated by a red flashing light when the bus is signaling in preparation for entering a traffic lane after having stopped to receive or discharge passengers. This bill would expand the authorization to equip transit buses, as described above, to apply to any transit agency if the transit agency approves a resolution that this authorization be made applicable to it.

AB 1957 Wilson D (Dist. 11) Public contracts: best value construction contracting for counties.

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 establishes a pilot program to allow the Counties of Alameda, Los Angeles, Monterey, Riverside, San Bernardino, San Diego, San Mateo, Santa Clara, Solano, and Yuba to select a bidder on the basis of best value, as defined, for construction projects in excess of \$1,000,000. Current law also authorizes these counties to use a best value construction contracting method to award individual annual contracts, not to exceed \$3,000,000, for repair, remodeling, or other repetitive work to be done according to unit prices, as specified. Current law establishes procedures and criteria for the selection of a best value contractor and requires that bidders verify specified information under oath. Current law requires the board of supervisors of a participating county to submit a report that contains specified information about the projects awarded using the best value procedures described above to the appropriate policy committees of the Legislature and the Joint Legislative Budget Committee before March 1, 2024. Current law repeals the pilot program provisions on January 1, 2025. This bill would instead authorize any county of the state to utilize this program and would remove the January 1, 2025, sunset date, thereby extending the operation of those provisions indefinitely.

AB 2006 Mathis R (Dist. 33) Sales and Use Tax Law: exemption: over-the-counter medication.

Location: ASSEMBLY REV. & TAX

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

The Sales and Use Tax Law provides various exemptions from those taxes. This bill would, until January 1, 2030, exempt from those taxes the gross receipts from the sale in this state of, and the storage, use, or other consumption in this state of, over-the-counter medication, as defined.

AB 2023 Quirk-Silva D (Dist. 67) Housing element substantial compliance: rebuttable presumptions.

Location: ASSEMBLY H. & C.D.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

The Housing Element Law prescribes requirements for a city’s or county’s preparation of, and compliance with, its housing element, and requires the Department of Housing and Community Development to review and determine whether the housing element substantially complies with the Housing Element Law, as specified. Current law also requires the department to review any action or failure to act by a city, county, or city and county that it determines is inconsistent with an adopted housing element and requires the department to provide a reasonable time no longer than 30 days for the city, county, or city and county to respond. Current law creates a rebuttable presumption in an action filed on or after January 1, 1991, taken to challenge the validity of a housing element of the validity of the element or amendment if the department has found that the element or amendment substantially complies with the requirements of the Housing Element Law. This bill would create a rebuttable presumption of invalidity in any legal action challenging an action or failure to act by a city, county, or city and county if the department finds that the city, county, or city and county’s action or failure to act does not substantially comply with its adopted housing element c

Attachment: Bill Report 3-24 (10472 : State Legislative Update)

specified obligations under the Housing Element Law.

AB 2029 Jackson D (Dist. 60) Electric vehicle charging stations: public access.

Location: ASSEMBLY TRANS.

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 to conduct a study on public access to electric vehicle charging stations, as provided. The bill would require the department to submit a report based on the study to the Legislature on or before January 1, 2025.

AB 2086 Schiavo D (Dist. 40) Department of Transportation funding: report and public dashboard.

Location: ASSEMBLY TRANS.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Would require the California Transportation Commission, on or before January 1, 2026, to adopt guidelines for the Department of Transportation to use to determine whether the use of the funding made available to the department advancing the Core Four priorities of safety, equity, climate action, and economic prosperity established by the Transportation Agency. In developing the guidelines, the bill would require the commission to conduct a public engagement process, hold a public comment period, and allow the interagency equity advisory committee established by these 3 agencies an opportunity to review, provide recommendations on, and evaluate potential changes to, the proposed guidelines.

AB 2087 Alanis R (Dist. 22) California Environmental Quality Act: disclosure: identity and interests.

Location: ASSEMBLY JUD.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

The California Environmental Quality Act (CEQA) requires a lead agency to prepare a mitigated negative declaration for a project that may have a significant effect on the environment if revisions in the project would avoid or mitigate that effect and there is no substantial evidence that the project, as revised, would have a significant effect on the environment. CEQA requires the courts to give an action or proceeding alleging noncompliance with CEQA preference over all other civil actions. CEQA requires superior courts in counties with a population of more than 200,000 people to designate one or more judges to develop expertise in CEQA and certain related laws so that those judges will be available to hear and quickly resolve actions or proceedings alleging noncompliance with CEQA. This bill would require, in all actions or proceedings brought pursuant to the provisions of CEQA, that a filing party include with the filing a disclosure of the identity and interests of the party, as provided. The bill would authorize a court to request more information as needed, including, but not limited to, financial statements and testimony, in the event a filing party that has previously brought an action or proceeding concerning a project makes a subsequent filing in an action or proceeding concerning the same project. Because the bill would impose additional duties on a lead agency that is a filing party to an action or proceeding, the bill would impose a state-mandated local program.

AB 2090 Irwin D (Dist. 42) Office of Farm to Fork: food deserts: transportation.

Location: ASSEMBLY AGRI.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law creates the Office of Farm to Fork within the Department of Food and Agriculture, and requires the office, to the extent that resources are available, to work with various entities, as prescribed, to increase the amount of agricultural products available to underserved communities and schools in the state. Current law requires the office, among other things, to identify distribution barriers that affect limited food access and work to overcome

Attachment: Bill Report 3-24 (10472 : State Legislative Update)

those barriers through various actions and to coordinate with school districts and representatives to, among things, increase the? nutritional profile of foods provided in schools. This bill would also require the office to work with transportation agencies and to prioritize the department’s efforts in food deserts, as defined, throughout the state, especially counties that are most impacted by food insecurity, as defined. The bill would require the office to identify distribution barriers that affect limited food access and work to overcome those barriers by facilitating partnerships between statewide, regional, and local transportation agencies to address inadequate public transportation lines in urban and rural communities, with the aim of connecting all communities to adequate and nutritional food access, as provided.

AB 2190 Mathis R (Dist. 33) California Environmental Quality Act: expedited judicial review: infrastructure projects: hydrogen.

Location: ASSEMBLY NAT. RES.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chapters
	1st House				2nd House							

Current law authorizes the Governor to certify certain projects, including energy infrastructure projects that meet specified requirements, for streamlining benefits related to the California Environmental Quality Act (CEQA), such as the requirement that judicial actions, including any potential appeals, challenging the certification of an EIR or the granting of approval by a lead agency for certified projects be resolved, to the extent feasible, within 270 days after the filing of the certified record of proceedings with the court. Current law excludes from the definition of “energy infrastructure project” for these purposes any project using hydrogen as a fuel. This bill would delete that exclusion, thereby authorizing the Governor to certify energy infrastructure projects that use hydrogen as a fuel for streamlining benefits related to CEQA, as described above. Because the bill would impose additional duties on lead agencies in conducting the environmental review of energy infrastructure projects using hydrogen as a fuel that are certified by the Governor, including the concurrent preparation of the record of proceedings, this bill would impose a state-mandated local program.

AB 2266 Petrie-Norris D (Dist. 73) California Hybrid and Zero-Emission Truck and Bus Voucher Incentive Project: vehicle eligibility.

Location: ASSEMBLY TRANS.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chapters
	1st House				2nd House							

The State Air Resources Board administers the California Hybrid and Zero-Emission Truck and Bus Voucher Incentive Project under which the agency issues a limited number of vouchers to incentivize the purchase and use of zero-emission commercial vehicles. This bill would require the state board to authorize a voucher issued under the program to be used for the acquisition of any zero-emission vehicle that meets specified requirements.

AB 2290 Friedman D (Dist. 44) Transportation: Class III bikeways: bicycle facilities: Bikeway Quick-Build Project Pilot Program.

Location: ASSEMBLY TRANS.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chapters
	1st House				2nd House							

Current law requires the California Transportation Commission to develop guidelines and project selection criteria for the Active Transportation Program, as provided. Current law establishes 4 classifications of bikeways and defines a “Class III bikeway” as a bikeway that provides a right-of-way on-street or off-street, designated by signs or permanent markings and shared with pedestrians and motorists. This bill would prohibit the allocation of Active Transportation Program funds for a project that creates a Class III bikeway unless the project is on a residential street with a posted speed limit of 20 miles per hour or less.

AB 2302 Addis D (Dist. 30) Open meetings: local agencies: teleconferences.

Location: ASSEMBLY L. GOV.

Attachment: Bill Report 3-24 (10472 : State Legislative Update)

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

The Ralph M. Brown 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. Current law, until January 1, 2026, authorizes the legislative body of a local agency to use alternative teleconferencing in specified circumstances if, during the teleconference meeting, at least a quorum of the members of the legislative body participates in person from a singular physical location clearly identified on the agenda that is open to the public and situated within the boundaries of the territory over which the local agency exercises jurisdiction, and the legislative body complies with prescribed requirements. Current law imposes prescribed restrictions on remote participation by a member under these alternative teleconferencing provisions, including establishing limits on the number of meetings a member may participate in solely by teleconference from a remote location, prohibiting such participation for a period of more than 3 consecutive months or 20% of the regular meetings for the local agency within a calendar year, or more than 2 meetings if the legislative body regularly meets fewer than 10 times per calendar year. This bill would revise those limits, instead prohibiting such participation for more than a specified number of meetings per year, based on how frequently the legislative body regularly meets.

AB 2314 Lee D (Dist. 24) Housing.

Location: ASSEMBLY PRINT

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law generally sets forth the duties of the Department of Housing and Community Development, which is the principal state department responsible for coordinating federal-state relationships in housing and community development and for implementing the California Statewide Housing Plan. This bill would state the intent of the Legislature to enact legislation related to housing.

AB 2394 Grayson D (Dist. 15) California Environmental Quality Act.

Location: ASSEMBLY PRINT

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

The California Environmental Quality Act (CEQA) requires a lead agency to prepare a mitigated negative declaration for a project that may have a significant effect on the environment if revisions in the project would avoid or mitigate that effect and there is no substantial evidence that the project, as revised, would have a significant effect on the environment. CEQA makes various legislative findings and declarations regarding the maintenance of a quality environment for the people of this state and states the intent of the Legislature for state agencies to regulate activities so that major consideration is given to preventing environmental damage. This bill would make nonsubstantive changes to those findings and declarations, and to the statement of intent.

AB 2400 Rivas, Luz D (Dist. 43) California Alternative Energy and Advanced Transportation Financing Authority Act.

Location: ASSEMBLY PRINT

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

The California Alternative Energy and Advanced Transportation Financing Authority Act establishes the California Alternative Energy and Advanced Transportation Financing Authority. The act authorizes, until January 1, 2026, the authority to provide financial assistance to a participating party in the form of specified sales and use tax exclusions

Attachment: Bill Report 3-24 (10472 : State Legislative Update)

for projects, including those that promote California-based manufacturing, California-based jobs, advanced manufacturing, reduction of greenhouse gases, or reduction in air and water pollution or energy consumption. The act prohibits the sales and use tax exclusions from exceeding \$100,000,000 for each calendar year, except as provided. The Sales and Use Tax Law, for the purposes of the taxes imposed pursuant to that law, until January 1, 2026, excludes the lease or transfer of title of tangible personal property constituting a project to any contractor for use in the performance of a construction contract for a participating party that will use that property as an integral part of the approved project. This bill would extend the authorization to provide financial assistance in the form of a sales and use tax exclusion for qualifying projects to January 1, 2031, and would extend the sales and use tax exclusion to January 1, 2031.

AB 2417 Hoover R (Dist. 7) Homelessness: California Interagency Council on Homelessness.

Location: ASSEMBLY H. & C.D.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law requires the Governor to create the California Interagency Council on Homelessness, and specifies the duties of the coordinating council to include creating partnerships among state agencies and departments, local government agencies, and specified federal agencies and private entities, for the purpose of arriving at specific strategies to end homelessness. Current law requires agencies and departments administering state programs to collaborate with the California Interagency Council on Homelessness to adopt guidelines and regulations to incorporate core components of Housing First. This bill would repeal Housing First policies and related requirements, thereby removing the requirement on those state agencies and departments to incorporate core components of Housing First.

AB 2418 Patterson, Jim R (Dist. 8) Vehicular air pollution: heavy-duty trucks.

Location: ASSEMBLY TRANS.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law requires the state board to adopt and implement emission standards for new motor vehicles for the control of emissions from new motor vehicles that the State Air Resources Board finds to be necessary and technologically feasible, as provided. Current state regulations establish exhaust emissions standards and test procedures for 1985 and subsequent model heavy-duty engines and vehicles, as provided. Current law defines “heavy-duty” for purposes of laws governing air resources. This bill would exempt, notwithstanding any other law, 2024 and subsequent model heavy-duty truck that meets federal exhaust emission standards from the state regulations described above governing exhaust emissions standards and test procedures for 1985 and subsequent model heavy-duty engines and vehicles.

AB 2421 Low D (Dist. 26) Employer-employee relations: confidential communications.

Location: ASSEMBLY P.E. & R.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law that governs the labor relations of public employees and employers, including the Meyers-Milias-Brow Act, the Ralph C. Dills Act, provisions relating to public schools, provisions relating to higher education, and provisions relating to the the San Francisco Bay Area Rapid Transit District, prohibits employers from taking certain actions relating to employee organization, including imposing or threatening to impose reprisals on employees, discriminating or threatening to discriminate against employees, or otherwise interfering with, restraining, or coercing employees because of their exercise of their guaranteed rights. This bill would also prohibit a local public agency employer, a state employer, a public school employer, a higher education employer, or the district from questioning any employee or employee representative regarding communications made in confidence between an employee and an employee representative in connection with representation relating to any matter within the scope of the

Attachment: Bill Report 3-24 (10472 : State Legislative Update)

recognized employee organization’s representation.

AB 2427 [McCarthy D \(Dist. 6\)](#) **Electric vehicle charging stations: permitting: curbside charging.**

Location: ASSEMBLY PRINT

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law continues into existence the zero-emission vehicle (ZEV) division within GO-Biz as the Zero-Emission Vehicle Market Development Office. Current law references GO-Biz’s Electric Vehicle Charging Station Permitting Guidebook, which recommends best practices for electric vehicle supply equipment permitting. This bill would require the office to develop a model permitting checklist, model zoning ordinances, and best practices for permit costs and permit review timelines to help local governments permit curbside charging stations as part of the office’s development of the Electric Vehicle Charging Station Permitting Guidebook or any subsequent updates. The bill would also require the office to consult with local governments, electric vehicle service providers, and utilities while developing the above-described materials.

AB 2430 [Alvarez D \(Dist. 80\)](#) **Planning and zoning: density bonuses: monitoring fees.**

Location: ASSEMBLY H. & C.D.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law, commonly referred to as the Density Bonus Law, requires a city, county, or city and county to provide a developer that proposes a housing development within the city or county with a density bonus, waivers or reductions of development standards, parking ratios, and other incentives or concessions, as specified, if the developer agrees to construct certain types of housing, including a housing development in which 100% of the units are for lower income households, except that up to 20% of the units in the development may be for moderate-income households, as specified. This bill would prohibit a city, county, or city and county from charging a monitoring fee, as defined, on those types of housing developments if certain conditions are met. The bill would provide that, beginning on January 1, 2025, any housing development that is currently placed in service, is subject to monitoring fees, and meets those conditions shall no longer be subject to those fees.

AB 2431 [Mathis R \(Dist. 33\)](#) **Taxation: Transactions and Use Tax Law: limit increase.**

Location: ASSEMBLY PRINT

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law authorizes cities and counties, subject to certain limitations and approval requirements, to levy a transactions and use tax for general or specific purposes, in accordance with the procedures and requirements set forth in the Transactions and Use Tax Law, including a requirement that the combined rate of all taxes that may be imposed in accordance with that law in the county not exceed 2%. This bill would authorize a city, county, or city and county to impose a transactions and use tax at a rate of no more than an unspecified percentage that, in combination with other transactions and use taxes, would exceed the above-described combined rate limit of 2%, if certain conditions are met, including that the city, county, or city and county has reached the 2% rate limitation.

AB 2443 [Carrillo, Juan D \(Dist. 39\)](#) **Western Joshua Tree Conservation Act: agreements with counties or cities: industrial and commercial projects.**

Location: ASSEMBLY W.,P. & W.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

The Western Joshua Tree Conservation Act would prohibit any person or public agency from importing into the state, exporting out of the state, or taking, possessing, purchasing, or selling within the state, a western Joshua tree or any part or product of the tree, except as provided. Pursuant to that act, the Department of Fish and Wildlife is

Attachment: Bill Report 3-24 (10472 : State Legislative Update)

authorized to enter into an agreement with any county or city to delegate to the county or city the ability to the taking of a western Joshua tree associated with developing single-family residences, multifamily residences, accessory structures, and public works projects concurrent with its approval of the project if certain conditions are met. This bill would additionally authorize the department to enter into an agreement with any county or city to delegate to the county or city the ability to authorize the taking of a western Joshua tree associated with commercial and industrial projects, as provided.

AB 2448 Jackson D (Dist. 60) Electric Vehicle Economic Opportunity Zone: County of Riverside.

Location: ASSEMBLY PRINT

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Would, upon appropriation by the Legislature, establish an Electric Vehicle Economic Opportunity Zone (EVEOZ) for the County of Riverside, administered by the California Competes Tax Credit Committee, for the purpose of creating programs to make electric vehicle manufacturing jobs and education more accessible to lower income communities. The bill would require County of Riverside to assist in determining the geographical boundaries of the EVEOZ. By imposing additional duties on local officials, the bill would impose a state-mandated local program. The bill would authorize the committee to partner with educational institutions, electric vehicle manufacturing businesses, and local and national financial intuitions to develop EVEOZ education, training, and investment programs, as specified.

AB 2453 Villapudua D (Dist. 13) Weights and measures: electric vehicle chargers and electric vehicle supply equipment.

Location: ASSEMBLY PRINT

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law provides that the Department of Food and Agriculture has general supervision of the weights and measures and weighing and measuring devices sold or used in the state, including devices used to measure electricity sold as a motor vehicle fuel. Current law requires the Secretary of Food and Agriculture to establish tolerances and specifications and other technical requirements for commercial weighing and measuring, as specified. Current law requires that weighing and measuring devices be of a type or design approved by the department under a process known as "type evaluation" before they may be used for commercial purposes. This bill would authorize a measuring instrument used to measure the amount of electricity transferred from an electric vehicle charger to be used in connection with the sale of electricity as a motor vehicle fuel without first being tested if it is a type approved by the department, is calibrated and sealed by the manufacturer, and is unalterable.

AB 2460 Ta R (Dist. 70) Common interest developments: association governance: member election.

Location: ASSEMBLY PRINT

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

The Davis-Stirling Common Interest Development Act defines and regulates common interest developments, including member elections. Current law prescribes that a quorum is required only if stated in the governing documents or by law. In the absence of a quorum, current law authorizes an association to adjourn the proceeding to a date at least 20 days after the adjourned proceeding, at which time the quorum required for purposes of a membership meeting is 20% of the voting members present in person, by proxy, or by secret written ballot received. Current law requires an association to provide general notice of the membership meeting, as specified, no less than 15 days prior to the election of directors. In the absence of a quorum, this bill would instead authorize the board of an association to adjourn the proceeding on behalf of the members to a date at least 20 days after the adjourned proceeding, at which time the quorum required for purposes of a reconvened membership meeting would be 20% of the voting members present in person, by proxy, or by secret written ballot received.

Attachment: Bill Report 3-24 (10472 : State Legislative Update)

Location: ASSEMBLY PRINT

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law grants the Division of Occupational Safety and Health jurisdiction over the safety and health of railroad employees, as specified. Current law authorizes a conductor to place a pusher engine ahead of the caboose, as defined, if conditions warrant it for the safety of the occupants of a caboose. This bill would make nonsubstantive changes to provisions relating to the above-described authority of a conductor.

AB 2464 Alanis R (Dist. 22) Employment eligibility: reverification.

Location: ASSEMBLY PRINT

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law imposes various requirements on public and private employers with regard to federal immigration agency worksite enforcement actions. Current law, except as required by federal law, prohibits a public or private employer, or a person acting on behalf of a public or private employer, from reverifying the employment eligibility of a current employee at a time or in a manner not required by specified federal law. Current law prescribes a penalty of up to \$10,000 for a violation of this prohibition to be recoverable by the Labor Commissioner. This bill would make a nonsubstantive change to these provisions.

AB 2472 Alvarez D (Dist. 80) State freeways: air space.

Location: ASSEMBLY PRINT

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law authorizes a public agency that has responsibility for the planning and development of public transportation systems to use airspace over or under an existing state freeway as a route for a public transportation system, as provided. This bill would make nonsubstantive changes to this provision.

AB 2474 Lackey R (Dist. 34) Retirement: County Employees Retirement Law of 1937: benefit payments and overpayments.

Location: ASSEMBLY P.E. & R.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

The Public Employees’ Pension Reform Act of 2013 (PEPRA) prescribed various limitations on public employees, employers, and retirement systems concerning, among other things, the types of remuneration that may be included in compensation that is applied to pensions. Under the County Employees Retirement Law of 1937 (CERL), the board of retirement is required to comply with and give effect to a revocable written authorization signed by a retired member or beneficiary of a retired member, as described, authorizing the treasurer or other entity authorized by the board to deliver the monthly warrant, check, or electronic fund transfer for the retirement allowance or benefit to any specified bank, savings and loan institution, or credit union to be credited to the account of the retired member or survivor of a deceased retired member. This bill would also authorize the monthly warrant, check, or electronic fund transfer for the retirement allowance or benefit to be delivered to a prepaid account, as defined. The bill would also define “account of the retired member or survivor of a deceased retired member” to include an account held in a living trust or an income-only trust, as specified.

AB 2479 Haney D (Dist. 17) Housing.

Location: ASSEMBLY PRINT

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Attachment: Bill Report 3-24 (10472 : State Legislative Update)

The Planning and Zoning Law requires each city, county, and city and county to prepare and adopt a general plan that contains certain mandatory elements, including a housing element. This bill would state that it is the intent of the Legislature to enact legislation relating to housing.

AB 2480 Garcia D (Dist. 36) Carl Moyer Memorial Air Quality Standards Attainment Program: grants: school buses.

Location: ASSEMBLY PRINT

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

The Carl Moyer Memorial Air Quality Standards Attainment Program authorizes the State Air Resources Board to provide grants to offset the incremental cost of eligible projects that reduce emissions from covered vehicular sources. The state board is required to establish and update grant criteria and guidelines for covered vehicle projects. Current law sets forth general eligibility criteria for projects funded through the program, including a cost-effectiveness requirement. For schoolbus projects, current law prohibits a grant from exceeding specified cost caps and requires the cost-effectiveness value to be set forth in the guidelines adopted by the state board. This bill would provide that, notwithstanding any other law, a project to purchase a new zero-emission schoolbus to replace an internal combustion engine schoolbus is eligible for a grant under the program regardless of the model year of the associated internal combustion engine.

AB 2482 Papan D (Dist. 21) Property tax allocations.

Location: ASSEMBLY PRINT

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current property tax law requires the county auditor, in each fiscal year, to allocate property tax revenue to local jurisdictions in accordance with specified formulas and procedures, and generally provides that each jurisdiction be allocated an amount equal to the total of the amount of revenue allocated to that jurisdiction in the prior fiscal year, subject to certain modifications, and that jurisdiction's portion of the annual tax increment, as defined. This bill would make a nonsubstantive change to this provision.

AB 2485 Carrillo, Juan D (Dist. 39) Planning and zoning: regional housing need.

Location: ASSEMBLY PRINT

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 the legislative body of each county and city to adopt a comprehensive, long-term general plan for the physical development of the county or city and specified land outside its boundaries that includes, among other mandatory elements, a housing element. For the 4th and subsequent revisions of the housing element, as specified, existing law requires the Department of Housing and Community Development to determine the existing and projected need for housing for each region, as prescribed. This bill would make nonsubstantive changes to those provisions.

AB 2487 Fong, Mike D (Dist. 49) Public employment: climate change.

Location: ASSEMBLY PRINT

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

The State Civil Service Act regulates employment with the state and vests in the Department of Human Resources all powers, duties, and authority necessary to operate the state civil service system. Current law establishes various provisions addressing the impacts and effects of climate change on the state's communities, economy, and environment. This bill would state the intent of the Legislature to enact subsequent legislation to prepare the state's

Attachment: Bill Report 3-24 (10472 : State Legislative Update)

workforce for evolving demands in response to climate change.

AB 2488 Ting D (Dist. 19) Enhanced infrastructure financing districts.

Location: ASSEMBLY PRINT

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law authorizes a city or county to designate one or more proposed enhanced infrastructure financing districts pursuant to specified requirements. Current law requires that proceedings for the establishment of these districts be instituted by the adoption of a resolution of intention, as specified. This bill would make a nonsubstantive change in these provisions.

AB 2503 Lee D (Dist. 24) California Environmental Quality Act: exemption: railroad electrification and railroad siding projects.

Location: ASSEMBLY PRINT

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

The California Environmental Quality Act (CEQA) CEQA requires a lead agency to prepare a mitigated negative declaration for a project that may have a significant effect on the environment if revisions in the project would avoid or mitigate that effect and there is no substantial evidence that the project, as revised, would have a significant effect on the environment. This bill would exempt from the requirements of CEQA railroad electrification projects and railroad siding projects. Because a lead agency would be required to determine the applicability of this exemption, this bill would impose a state-mandated local program.

AB 2522 Carrillo, Wendy D (Dist. 52) South Coast Air Quality Management District: district board: compensation.

Location: ASSEMBLY PRINT

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law provides for the creation of the South Coast Air Quality Management District in those portions of the Counties of Los Angeles, Orange, Riverside, and San Bernardino included within the area of the South Coast Air Basin, as specified. Current law provides that the south coast district is governed by a district board consisting of 1 members. This bill would provide that each member of the board shall receive compensation of \$200 for each day, or portion thereof, but not to exceed \$2,000 per month, while attending meetings of the board or any committee thereof or, upon authorization of the board, while on official business of the district, and the actual and necessary expenses incurred in performing the member’s official duties. The bill would provide that the compensation of each member of the board may be increased beyond this amount by the board, as specified.

AB 2525 Zbur D (Dist. 51) State highways: property leases.

Location: ASSEMBLY PRINT

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 to offer leases to the Cities of Los Angeles and San Jose on a right of first refusal basis for any airspace under a freeway or certain real property acquired for highway purposes located in each city for purposes of an emergency shelter or feeding program for a lease amount, for up to 10 parcels, of \$1 per month, and a payment of an administrative fee not to exceed \$500 per year, as specified. This bill would make nonsubstantive changes to these provisions.

AB 2535 Bonta D (Dist. 18) Trade Corridor Enhancement Program.

Location: ASSEMBLY PRINT

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Attachment: Bill Report 3-24 (10472 : State Legislative Update)

Current law requires the California Transportation Commission, under a program commonly known as the Trade Corridor Enhancement Program, to allocate, upon appropriation by the Legislature, revenues from a specified portion of the state excise tax on diesel fuel and certain federal funds for infrastructure projects located on or along specified transportation corridors. Under existing law, eligible projects under the program include, among others, highway improvements to more efficiently accommodate the movement of freight and environmental and community mitigation or efforts to reduce environmental impacts of freight movement. This bill would prohibit the commission from allocating funding under the program to a project that adds a general purpose lane to a highway or expands highway capacity in a community that meets certain criteria relating to pollution impacts.

AB 2536 Hoover R (Dist. 7) Vehicles: local registration fees.

Location: ASSEMBLY PRINT

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law authorizes a county, upon the adoption of a resolution by its board of supervisors, to impose a specific fee, in addition to other fees imposed for the registration of a vehicle, to be expended in part to fund programs to deter, investigate, and prosecute vehicle theft crimes. This bill would, for purposes of this requirement, define vehicle theft crimes to include the theft of vehicle parts or components.

AB 2553 Friedman D (Dist. 44) Housing development: major transit stops: vehicular traffic impact fees.

Location: ASSEMBLY PRINT

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

The California Environmental Quality Act (CEQA) exempts from its requirements residential projects on infill sites and transit priority projects that meet certain requirements, including a requirement that the projects are located within 1/2 mile of a major transit stop. CEQA defines “major transit stop” to include, among other locations, the intersection of 2 or more major bus routes with a frequency of service interval of 15 minutes or less during the morning and afternoon peak commute periods. This bill would revise the definition of “major transit stop” to increase the frequency of service interval to 20 minutes. The bill would additionally define “major transit stop” to include a site in an urbanized area that is being served by an on-demand transit service at least 12 hours a day, 7 days a week. Because the bill would require a lead agency to make an additional determination as to whether a location is a major transit stop for purposes of determining whether residential or mixed-use residential projects are exempt from CEQA, this bill would impose a state-mandated local program.

AB 2555 Quirk-Silva D (Dist. 67) Sales and use tax: exemption: medicinal cannabis: donations.

Location: ASSEMBLY PRINT

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law exempts from the use tax the storage, use, or other consumption in this state of medicinal cannabis or medicinal cannabis products that are donated, for no consideration, under specified circumstances. Current law requires the exemption to apply only if the cannabis retailer certifies in writing, as specified, that the medicinal cannabis or medicinal cannabis product will be used as specified. Current law makes a licensee that uses the donated medicinal cannabis or medicinal cannabis product in some other manner, or for some other purpose, liable for the payment of use tax and subject to having their license suspended. Current law repeals these provisions 5 years after the specified operative date. This bill would extend these provisions indefinitely. By expanding the scope of the crime of perjury, the bill would impose a state-mandated local program.

AB 2559 Petrie-Norris D (Dist. 73) Local planning.

Location: ASSEMBLY PRINT

Attachment: Bill Report 3-24 (10472 : State Legislative Update)

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

The Planning and Zoning Law establishes in each city and county a planning agency with the powers necessary to carry out provisions of law relating to planning and land use. Current law authorizes the legislative body of each city and county to assign the functions of the planning agency to a planning department, one or more planning commissions, administrative bodies or hearing officers, the legislative body itself, or any combination thereof, as it deems appropriate and necessary. Current law authorizes a legislative body to establish for its planning agency any rules, procedures, or standards that do not conflict with state or federal laws. This bill would make a nonsubstantive change to that provision.

AB 2560 Alvarez D (Dist. 80) Density Bonus Law: California Coastal Act of 1976.

Location: ASSEMBLY PRINT

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

The California Coastal Act of 1976 (act regulates development, as defined, in the coastal zone, as defined, and requires a new development to comply with specified requirements. The Density Bonus Law provides that its provisions do not supersede or in any way alter or lessen the effect or application of the act, and requires that any density bonus, concessions, incentives, waivers or reductions of development standards, and parking ratios to which an applicant is entitled under the Density Bonus Law be permitted in a manner consistent with the act. This bill would provide that any density bonus, concessions, incentives, waivers or reductions of development standards, an parking ratios to which an applicant is entitled under the Density Bonus Law be permitted notwithstanding the act.

AB 2583 Berman D (Dist. 23) School zones and routes.

Location: ASSEMBLY PRINT

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 the legislative body of a city or county to adopt a comprehensive general plan that includes various elements, including a circulation element to plan for transportation routes. This bill would require, upon any substantive revision of the circulation element on or after January 1, 2025, the legislative body of city or county, to identify and establish school routes for all schools located within the scope of the general plan and establish a posted speed limit of no more than 25 miles per hour within a school route, as specified. The bill would define a “school route” to mean all roadways and sidewalks within 1,000 feet in all directions of the boundary line of a school grounds.

AB 2584 Lee D (Dist. 24) Single-family residential real property: corporate entity: ownership.

Location: ASSEMBLY PRINT

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law generally regulates the obligations of owners with respect to real property. This bill would prohibit a business entity that has an interest in more than 1,000 single-family residential properties from purchasing, acquiring or otherwise obtaining an interest in another single-family residential property and subsequently leasing the property. The bill would authorize the Attorney General to bring a civil action for a violation of these provisions, and would require a court in a civil action in which the Attorney General prevails to order specified relief, including that the business entity pay a civil penalty of \$100,000 for each violation and that the business entity sell the property to an independent third party within one year of the date that the court enters judgment.

AB 2590 Reyes D (Dist. 50) County transportation commissions.

Location: ASSEMBLY PRINT

Attachment: Bill Report 3-24 (10472 : State Legislative Update)

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

The County Transportation Commissions Act provides for the creation of county transportation commissions with specified powers and duties in certain counties. The act authorizes each commission to contract with any federal department or agency, any public agency, or any person upon terms and conditions the commission finds are in its best interest. This bill would make nonsubstantive changes to these provisions.

Position: Sponsor

AB 2592 Grayson D (Dist. 15) Local planning: housing elements: affordable housing.

Location: ASSEMBLY PRINT

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 a local government that adopts a requirement in its housing element for a housing development to contain a fixed percentage of affordable housing units to permit a developer to satisfy that requirement by constructing rental housing at affordable monthly rents. This bill would make nonsubstantive change to that provision.

AB 2626 Dixon R (Dist. 72) Advanced Clean Fleets regulations: local governments.

Location: ASSEMBLY PRINT

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 adopt and implement motor vehicle emission standards, in-use performance standards, and motor vehicle fuel specifications for the control of air contaminants and sources of air pollution that the state board has found necessary, cost effective, and technologically feasible. Pursuant to its authority, the state board has adopted the Advanced Clean Fleets Regulation, which imposes various requirements for transitioning local, state, and federal government fleets of medium- and heavy-duty trucks, other high-priority fleets of medium- and heavy-duty trucks, and drayage trucks to zero-emission vehicles. The Advanced Clean Fleet Regulation authorizes entities subject to the regulation to apply for exemptions from its requirements under certain circumstances. This bill would extend the compliance dates for local government set forth in the Advanced Clean Fleets Regulation by 10 years. The bill would prohibit the state board from taking enforcement action against a local government for violating the Advanced Clean Fleets Regulation if the alleged violation occurs before January 1, 2025.

AB 2634 McCarty D (Dist. 6) Sacramento Regional Transit District.

Location: ASSEMBLY PRINT

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law authorizes the formation of the Sacramento Regional Transit District with various powers and duties with respect to transportation planning, programming, construction, and operations. Current law requires each transit operator, including the district, that offers reduced fares to senior citizens to also offer reduced fares to disabled persons, as defined, and disabled veterans, as defined, at the same rate established for senior citizens, as specified. This bill would exempt the district from that requirement.

AB 2638 Ward D (Dist. 78) Housing programs: financing.

Location: ASSEMBLY PRINT

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 Housing and Community Development and requires it to administer

Attachment: Bill Report 3-24 (10472 : State Legislative Update)

various programs intended to promote the development of housing and to provide housing assistance and loans. Current law sets forth various general powers of the department in implementing these programs, including authorizing the department to enter into long-term contracts or agreements of up to 30 years for the purpose of servicing loans or grants or enforcing regulatory agreements or other security documents. Current law, unless an extension of a department loan, the reinstatement of a qualifying unpaid matured loan, the subordination of a department loan to new debt, or an investment of tax credit equity would result in a rent increase for tenants of a development, authorizes the Department of Housing and Community Development to approve an extension, reinstatement, subordination, payoff, extraction, or investment pursuant to specified rental housing finance programs as specified, or if the department determines that a project has, or will have after rehabilitation or repairs, a potential remaining useful life equal to or greater than the term of the restructured loan. Current law authorizes the department to charge a monitoring fee to cover the aggregate monitoring costs in years the loan is extended and a transaction fee to cover its costs for processing restructuring transactions, and requires developer fee limitations to be consistent with specified laws and regulations, including regulations by the California Tax Credit Allocation Committee. This bill would revise and recast these provisions, including additionally authorizing the department to approve the payoff of a department loan in whole or part before the end of its term and the extraction of equity from a development for purposes approved by the department. The bill would specify eligible uses of loan and equity sources, if the department determines that a project has, or will have after rehabilitation or repairs, a potential remaining useful life equal to or greater than the term of the department's regulatory agreement for purposes of approving an extension, reinstatement, subordination, payoff, extraction, or investment, as described above.

AB 2639 Patterson, Joe R (Dist. 5) California Environmental Quality Act.

Location: ASSEMBLY PRINT

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

The California Environmental Quality Act (CEQA) makes various legislative findings and declarations regarding the maintenance of a quality environment for the people of this state and states the intent of the Legislature for state agencies to regulate activities so that major consideration is given to preventing environmental damage. This bill would make nonsubstantive changes to those findings and declarations, and to the statement of intent.

AB 2645 Lackey R (Dist. 34) Electronic toll collection systems: information sharing: law enforcement.

Location: ASSEMBLY PRINT

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law authorizes a law enforcement agency to request the Department of the California Highway Patrol (CHP) to activate the Emergency Alert System within the appropriate area if that agency determines that a child 17 years of age or younger, or an individual with a proven mental or physical disability, has been abducted and is in imminent danger of serious bodily injury or death, and there is information available that, if disseminated to the general public, could assist in the safe recovery of that person. Current law also authorizes the CHP, upon the request of a law enforcement agency, to activate various other alerts for missing individuals meeting certain criteria and alerts following an attack upon a law enforcement officer or a hit-and-run fatality. This bill, if the CHP activates one of the above-mentioned alerts and that alert contains a license plate number of a vehicle involved in the incident would require a transportation agency that employs an electronic toll collection system to notify the CHP and the law enforcement agency that requested the alert upon identifying that vehicle with that license plate number using a camera-based vehicle identification system or other electronic medium employed in connection with the electronic toll collection system. The bill would require the notification to include the time and location that the vehicle was identified. By requiring a local transportation agency to report this information, this bill would impose a state-mandated local program.

AB 2649 Wicks D (Dist. 14) State government: housing projects.

Location: ASSEMBLY PRINT

Attachment: Bill Report 3-24 (10472 : State Legislative Update)

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	
	1st House				2nd House							

Would state the intent of the Legislature to enact legislation that would designate an unspecified state entity with permitting authority for housing projects of statewide significance, and would make related findings and declarations.

AB 2656 Patterson, Jim R (Dist. 8) Tribal gaming.

Location: ASSEMBLY PRINT

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

The Indian Gaming Regulatory Act of 1988 provides for the negotiation and execution of tribal-state gaming compacts for the purpose of authorizing certain types of gaming on Indian lands within a state. The California Constitution authorizes the Governor to negotiate and conclude compacts, subject to ratification by the Legislature. Current law establishes the Indian Gaming Revenue Sharing Trust Fund within the State Treasury for the receipt and deposit of moneys received by the state from an Indian tribe pursuant to the terms of a tribal-state gaming compact for the purpose of making distributions to an eligible recipient Indian tribe. This bill would make technical, nonsubstantive changes to that latter provision governing the fund.

AB 2662 Mathis R (Dist. 33) Tribal gaming.

Location: ASSEMBLY PRINT

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

The California Constitution authorizes the Governor to negotiate and conclude compacts, subject to ratification by the Legislature. Current law ratifies a number of tribal-state gaming compacts between the State of California and specified Indian tribes. Current law creates in the State Treasury the Indian Gaming Special Distribution Fund for the receipt and deposit of moneys received by the state from Indian tribes pursuant to the terms of gaming compacts entered into with the state. Current law authorizes moneys in that fund to be used for certain purposes, including compensation for regulatory costs incurred in connection with implementing and administering tribal-state gaming compacts. This bill would make technical, nonsubstantive changes to these provisions governing the fund.

AB 2663 Grayson D (Dist. 15) Development fees.

Location: ASSEMBLY PRINT

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

The Mitigation Fee Act, among other things, prohibits a fee or exaction imposed as a condition of approval of a proposed development or development project from exceeding the estimated reasonable cost of providing the service or facility for which the fee or exaction is imposed. The act defines various terms for these purposes. This bill would make nonsubstantive changes to the definitions under the act.

AB 2665 Lee D (Dist. 24) Housing finance: Mixed Income Revolving Loan Program.

Location: ASSEMBLY PRINT

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Would establish, upon appropriation by the Legislature, the Mixed Income Revolving Loan Program within the California Housing Finance Agency to zero-interest construction loans to qualifying residential, infill housing developers for the purpose of constructing deed-restricted affordable housing. The bill would require the agency to formulate a program for the development of multifamily housing projects where a portion of the housing units are set aside to ensure affordability, as specified. The bill would require the agency to be the administrator of the program

and to promulgate rules and regulations deemed necessary for the administration and implementation of its provisions.

AB 2667 Santiago D (Dist. 54) General plans: housing element.

Location: ASSEMBLY PRINT

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law requires a city or county to prepare and adopt a general plan for its jurisdiction that contains certain mandatory elements, including a housing element. Current law requires the housing element to identify adequate site for housing, including rental housing, factory-built housing, mobilehomes, and emergency shelters, among other things. Current law requires the housing element to contain an assessment of housing needs and an inventory of resources and constraints relevant to the meeting of these needs. This bill would make nonsubstantive changes to those provisions.

AB 2669 Ting D (Dist. 19) Toll bridges: tolls.

Location: ASSEMBLY PRINT

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law provides for the construction and operation of various toll bridges by the state, the Golden Gate Bridge Highway and Transportation District, and private entities that have entered into a franchise agreement with the state. This bill would prohibit a toll from being imposed on the passage of a pedestrian, bicycle, or personal micromobility device over these various toll bridges.

AB 2676 Gabriel D (Dist. 46) Housing elements.

Location: ASSEMBLY PRINT

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law requires a city, county, or city and county to submit a draft housing element or draft amendment to its housing element to the Department of Housing and Community Development for a determination as to whether the draft complies with state law governing housing elements. Current law imposes certain requirements on an action brought by an interested party to review the conformity of a housing element with applicable state law. This bill would make a nonsubstantive change to the provision imposing certain requirements on those actions.

AB 2678 Wallis R (Dist. 47) Vehicles: high-occupancy vehicle lanes.

Location: ASSEMBLY PRINT

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current state law authorizes the Department of Transportation to designate certain lanes for the exclusive use of high-occupancy vehicles (HOVs). Current federal law authorizes, until September 30, 2025, a state to allow specified alternate fuel and plug-in electric or hybrid vehicles to use lanes designated for HOVs. Current state law authorizes the Department of Motor Vehicles to issue decals or other identifiers to qualified vehicles, as specified. Current state law allows a vehicle displaying a valid decal or identifier issued pursuant to these provisions to be operated in a lane designated for the exclusive use of HOVs regardless of the occupancy of the vehicle. These current state laws, by operation of their provisions, become inoperative on the date the federal authorization expires. This bill would cancel the repeal of these provisions on September 30, 2025, and continue the operation of these provisions until the expiration of the federal authorization, currently September 30, 2025.

AB 2687 Flora R (Dist. 9) Automated traffic enforcement systems.

Location: ASSEMBLY PRINT

Attachment: Bill Report 3-24 (10472 : State Legislative Update)

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law authorizes the limit line, intersection, or other places where a driver is required to stop to be equipped with an automated traffic enforcement system if the governmental agency utilizing the system meets certain requirements. This bill would delete obsolete provisions of those requirements and would make other technical, nonsubstantive changes.

AB 2697 Irwin D (Dist. 42) Vehicles: electric vehicle charging.

Location: ASSEMBLY PRINT

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law authorizes a local authority, by ordinance or resolution, to designate stalls or spaces in an offstreet parking facility owned or operated by that local authority for the exclusive purpose of charging and parking a vehicle that is connected for electric charging purposes. This bill would state the intent of the Legislature to enact legislation relating to electric vehicle charging infrastructure.

AB 2698 Ta R (Dist. 70) Transportation: safety.

Location: ASSEMBLY PRINT

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Would state the intent of the Legislature to enact legislation to help motorists travel safely across the State of California.

AB 2700 Gabriel D (Dist. 46) Multifamily Housing Program.

Location: ASSEMBLY PRINT

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 Housing and Community Development to administer various programs intended to promote the development of housing, including the Multifamily Housing Program, pursuant to which the department provides financial assistance in the form of deferred payment loans to pay for the eligible costs of development for specified activities. This bill would make a nonsubstantive change to the provision that names the Multifamily Housing Program.

AB 2712 Friedman D (Dist. 44) Automobile parking requirements: development projects.

Location: ASSEMBLY PRINT

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law prohibits a public agency from imposing any minimum automobile parking requirement on any residential, commercial, or other development project that is located within 1/2 mile of public transit, as defined, unless the public agency makes written findings, within 30 days of the receipt of a completed application, that not imposing or enforcing minimum automobile parking requirements on the development would have a substantially negative impact on, among other things, the city's, county's, or city and county's ability to meet its share of the regional housing need for low- and very low income households. This bill would instead provide a public agency with 60 days from the receipt of a completed application to make those written findings.

AB 2715 Boerner D (Dist. 77) Ralph M. Brown Act: closed sessions.

Location: ASSEMBLY PRINT

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Attachment: Bill Report 3-24 (10472 : State Legislative Update)

The Ralph M. Brown Act generally requires that all meetings of a legislative body of a local agency be open and public and that all persons be permitted to attend and participate. Current law authorizes a legislative body to hold a closed session on, among other things, matters posing a threat to the security of essential public services, as specified. This bill would additionally authorize a closed session to consider or evaluate matters related to cybersecurity, as specified, provided that any action taken on those matters is done in open session.

AB 2717 Alvarez D (Dist. 80) Land use: housing element.

Location: ASSEMBLY PRINT

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 city, county, or city and county to prepare and adopt a general plan for its jurisdiction that contains certain mandatory elements, including a housing element. This bill would state the intent of the Legislature to enact future legislation relating to housing elements.

AB 2719 Wilson D (Dist. 11) Vehicles: commercial vehicle inspections.

Location: ASSEMBLY PRINT

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Would authorize a public transit agency, as defined, to request the California Highway Patrol (CHP) to conduct an annual inspection and certification of its fleet. The bill would authorize the Commissioner of the CHP to issue stickers or other devices as evidence of certification. The bill would exempt any public transit agency vehicle that has been certified through that inspection from the requirement to stop at a roadside inspection.

AB 2728 Gabriel D (Dist. 46) Housing element: substantial compliance: presumption.

Location: ASSEMBLY PRINT

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 the physical development of the county or city and requires that general plan to include, among other mandatory elements, a housing element. Current law requires the Department of Housing and Community Development to review housing elements and amendments for substantial compliance with that law. Current law requires each city and county to consider the guidelines adopted by the department in the preparation of the housing element. Under existing law, in an action challenging the validity of a housing element, there is a rebuttable presumption of the validity of the element or amendment if the department has found that the element or amendment substantially complies, as provided. This bill would make nonsubstantive changes to that provision.

AB 2735 Rubio, Blanca D (Dist. 48) Joint powers agreements: public utilities.

Location: ASSEMBLY PRINT

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law authorizes 2 or more local public entities, or a mutual water company and a public agency, to provide insurance, as specified, by a joint powers agreement. Current law authorizes local public entities or a mutual water company and a public agency to enter into a joint powers agreement for the purposes of risk-pooling, as specified. This bill would authorize a public utility, as defined, to enter into a joint powers agreement with a public agency for the purpose of jointly exercising any power common to the contracting parties. The bill would also authorize a public utility and one or more public agencies to provide insurance, as specified, by a joint powers agreement. The bill would also authorize a public utility and one or more public agencies to enter into a joint powers agreement for the purposes of risk-pooling, as specified.

Attachment: Bill Report 3-24 (10472 : State Legislative Update)

Location: ASSEMBLY PRINT

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law generally regulates classes of insurance, including automobile liability insurance. Current law prohibits classifying a private passenger motor vehicle as a commercial vehicle, for-hire vehicle, permissive use vehicle, or livery solely because its owner allows it to be shared, if specified criteria are met, including if the annual revenue received by the vehicle’s owner generated by the personal vehicle sharing of the vehicle does not exceed the annual expenses of owning and operating the vehicle. This bill would clarify the above condition prohibiting a private passenger motor vehicle from being classified as a commercial vehicle, for-hire vehicle, permissive use vehicle, or livery solely because its owner allows it to be shared, to instead prohibiting that classification if the total annual revenue received by the vehicle’s owner generated by the personal vehicle sharing of the vehicle does not exceed the total annual expenses of owning and operating the vehicle.

AB 2744 McCarty D (Dist. 6) Vehicles: pedestrian, bicycle, and vehicle safety.

Location: ASSEMBLY PRINT

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law authorizes a legislative body of a city, whenever this legislative body determines that it is necessary for the more efficient maintenance, construction, or repair of streets and roads within the city, to contract with the board of supervisors of any county for the rental of the county’s equipment, as specified. This bill would, beginning on January 1, 2025, prohibit the addition of a right-turn or travel lane within 20 feet of a marked or unmarked crosswalk where there is not already a dedicated and marked right-turn or travel lane, and would prohibit vehicles from using this 20-foot area for right turns unless the area is already marked as a dedicated right-turn lane before January 1, 2025.

AB 2750 Gallagher R (Dist. 3) Electricity: procurement: generation from biomass.

Location: ASSEMBLY PRINT

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law requires electrical corporations, local publicly owned electric utilities, and community choice aggregators with contracts to procure electricity generated from biomass that expire on or before December 31, 2028, to seek to amend the contract or to seek approval for a new contract, as provided. This bill would make nonsubstantive changes to the above provision.

AB 2760 Muratsuchi D (Dist. 66) Housing.

Location: ASSEMBLY PRINT

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

The State Housing Law establishes statewide construction and occupancy standards for buildings used for human habitation. That law requires the building department of every city or county to enforce within its jurisdiction the provisions of the State Building Standards Code, the provisions of the State Housing Law, and specified other rules and regulations promulgated pursuant to that law. This bill would make nonsubstantive changes to the provision naming the State Housing Law.

AB 2793 Gabriel D (Dist. 46) Housing elements: prohousing incentives.

Location: ASSEMBLY PRINT

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Attachment: Bill Report 3-24 (10472 : State Legislative Update)

The Planning and Zoning Law requires a city or county to adopt a general plan for land use development within its boundaries that includes, among other things, a housing element. Current law requires the Department of Housing and Community Development to determine whether the housing element is in substantial compliance with those provisions. Current law requires the department to designate jurisdictions as prohousing pursuant to emergency regulations adopted by the department, as prescribed. Current law awards jurisdictions that are prohousing and that are in substantial compliance with specified provisions additional points or preference in the scoring of applications for specified state programs. This bill would make nonsubstantive changes to those provisions.

AB 2794 Bryan D (Dist. 55) Local planning: housing elements: affordable housing.

Location: ASSEMBLY PRINT

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 a local government that adopts a requirement in its housing element for a housing development to contain a fixed percentage of affordable housing units to permit a developer to satisfy that requirement by constructing rental housing at affordable monthly rents. This bill would make nonsubstantive change to that provision.

AB 2796 Alvarez D (Dist. 80) Equitable Access to Zero-Emissions Vehicles Fund.

Location: ASSEMBLY PRINT

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Would establish the Equitable Access to Zero-Emission Vehicles Fund and would make moneys in the fund available, upon appropriation by the Legislature, for a new vehicle rebate program and for other specified purposes. The bill would require the State Air Resources Board, by July 1, 2025, to establish a program to offer rebates for the purchase of zero-emission vehicles and other specified vehicles from moneys made available from the fund. The bill would require the state board to submit a biennial report to the Legislature that includes certain information relating to the expenditures from the fund.

AB 2802 Maienschein D (Dist. 76) Transitional housing placement providers.

Location: ASSEMBLY PRINT

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

The California Community Care Facilities Act requires the State Department of Social Services to license and regulate transitional housing placement providers pursuant to the act. Under current law, a transitional housing placement provider is an organization licensed by the department to provide transitional housing to foster children at least 16 years of age and not more than 18 years of age and to nonminor dependents to promote their transition to adulthood. Current law requires a transitional housing unit to include, among other things, a host family certified by a transitional housing placement provider or other designated entity, as prescribed. Current law requires the department to adopt regulations governing transitional housing placement living arrangements requirements for minors and nonminor dependents, as prescribed. Under current law, a violation of the act is a misdemeanor. This bill would require those regulations to include allowing a minor or nonminor dependent participant to share a bedroom or unit in a transitional housing placement with a nonparticipant roommate or partner, as approved by the provider on a case-by-case basis, or the participant's coparent, as specified.

AB 2803 Valencia D (Dist. 68) Campaign expenditures: criminal convictions: fees and costs.

Location: ASSEMBLY PRINT

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Attachment: Bill Report 3-24 (10472 : State Legislative Update)

The Political Reform Act of 1974 deems all campaign contributions to be held in trust for expenses associated with seeking or holding office, and generally authorizes expenditures associated therewith if they are reasonably related to a political, legislative, or governmental purpose. This bill would prohibit campaign funds from being used to reimburse expenditures for attorney’s fees and other costs in connection with criminal litigation if the litigation results in a conviction of the candidate or elected officer for a felony or an offense that involves moral turpitude, dishonesty or fraud. The bill would prohibit the use of campaign funds to pay or reimburse a fine, penalty, judgment, or settlement relating to a conviction for a felony or an offense that involves moral turpitude, dishonesty, or fraud. The bill would require the candidate or elected officer, if convicted, to reimburse the campaign for all funds used in connection with other legal costs and expenses related to claims of criminal acts.

AB 2805 Essayli R (Dist. 63) Electricity: fixed charges: repeal.

Location: ASSEMBLY PRINT

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law authorizes the Public Utilities Commission to adopt new, or expand existing, fixed charges, as defined, for the purpose of collecting a reasonable portion of the fixed costs of providing electrical service to residential customers. Current law requires the commission to continue a program of assistance to low-income electrical and gas customers with annual household incomes that are no greater than 200% of the federal poverty guidelines, as specified, which is referred to as the California Alternative Rates for Energy (CARE) program. Under current law, the commission may authorize fixed charges for any rate schedule applicable to a residential customer account for the purpose described above and for the CARE program. Current law requires the commission, no later than July 2024, to authorize a fixed charge for default residential rates. Current law requires these fixed charges to be established on an income-graduated basis, with no fewer than 3 income thresholds, so that low-income ratepayers in each baseline territory would realize a lower average monthly bill without making any changes in usage. This bill would repeal the provisions described in the preceding paragraph.

AB 2809 Haney D (Dist. 17) Vehicles: automated speed enforcement.

Location: ASSEMBLY PRINT

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Would require the Secretary of Transportation to develop guidelines for the implementation of a state highway work zone speed safety program using automated speed enforcement systems, as specified. The bill would authorize the Department of Transportation to establish a state highway work zone speed safety program in accordance with those guidelines. The bill would require the department, if a program is established, to prepare and submit a report to the Legislature, as specified.

AB 2815 Petrie-Norris D (Dist. 73) Clean Transportation Program: electric vehicle charging infrastructure.

Location: ASSEMBLY PRINT

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Would require the State Energy Resources Conservation and Development Commission to establish, on or before January 1, 2026, a program under the Clean Transportation Program to provide grants for repairs to electric vehicle charging infrastructure that has been in operation for at least 5 years and that is located in a publicly available parking space, as provided. The bill would authorize grant funding to be used for, among other things, the cost to repair, upgrade, or replace an electric vehicle charging port or supporting infrastructure and the cost of operations, maintenance, and warranties for repaired, upgraded, or replaced electric vehicle charging ports and supporting infrastructure. The bill would require the commission to allocate at least 50% of grant funding to low-income communities and disadvantaged communities. The bill would repeal these provisions on January 1, 2036.

AB 2825 Boerner D (Dist. 77) Planning and zoning.

Location: ASSEMBLY PRINT

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

The Planning and Zoning Law authorizes a court to award all reasonably incurred costs of suit to a prevailing public entity or nonprofit corporation in civil actions relating to a housing development, as specified. This bill would make nonsubstantive changes to that provision.

AB 2826 Ta R (Dist. 70) Vehicles: temporary license plates.

Location: ASSEMBLY PRINT

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law requires a dealer or lessor-retailer, when selling a vehicle, to attach a temporary license plate to a vehicle that does not already display a license plate issued by the Department of Motor Vehicles. This bill would require a dealer or lessor-retailer, when selling a vehicle, to attach for display a copy of a report-of-sale form to the vehicle before the vehicle is delivered to the purchaser only if the dealer does not attach a temporary license plate to the vehicle.

AB 2849 Rubio, Blanca D (Dist. 48) Beer manufacturers: sale of draught beer.

Location: ASSEMBLY PRINT

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Existing law requires any on-sale retail licensee that gives, sells, or otherwise dispenses draught beer to include specified information about the beer upon the faucet, spigot, or outlet from which the beer is drawn or in the place of service and consumption, as provided. This bill would exempt from these labeling requirements premises operated under a beer manufacturer license.

AB 2853 Wicks D (Dist. 14) Department of Transportation.

Location: ASSEMBLY PRINT

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Existing law authorizes the Department of Transportation to do any act necessary, convenient, or proper for the construction, improvement, maintenance, or use of all highways that are under its jurisdiction, possession, or control. This bill would make nonsubstantive changes to that provision.

AB 2854 Irwin D (Dist. 42) Bradley-Burns Uniform Local Sales and Use Tax Law.

Location: ASSEMBLY PRINT

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

The Bradley-Burns Uniform Local Sales and Use Tax Law authorizes counties and cities to impose local sales and use taxes in conformity with the Sales and Use Tax Law. This bill would make nonsubstantive changes to those provisions.

AB 2861 Wallis R (Dist. 47) Sales and use taxes.

Location: ASSEMBLY PRINT

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Existing sales and use tax laws impose a tax on retailers measured by the gross receipts from the sale of tangible personal property sold at retail in this state, or on the storage, use, or other consumption in this state of tangible

Attachment: Bill Report 3-24 (10472 : State Legislative Update)

personal property purchased from a retailer for storage, use, or other consumption in this state. The Sales Tax Law defines the term “sale” for these purposes. This bill would make nonsubstantive changes to that provision.

AB 2867 Gabriel D (Dist. 46) Civil actions: eminent domain.

Location: ASSEMBLY PRINT

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

The California Constitution authorizes governmental entities to take or damage private property for public use only when just compensation, ascertained by a jury unless waived, has first been paid to, or into court for, the owner. The Eminent Domain Law provides the procedure for the exercise of the constitutional power and authorizes the plaintiff to make an application to the court to take possession of property prior to judgment and sets forth the procedures the plaintiff must follow. Current law also provides the procedures to oppose an application to take possession of a property prior to judgment as well the standards used to grant or deny such an application. The bill would make a technical, nonsubstantive change to the provisions governing applications to take possession of a property prior to judgment.

AB 2869 Friedman D (Dist. 44) Department of Transportation: trail access: infrastructure projects.

Location: ASSEMBLY PRINT

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 to do any act necessary, convenient, or proper for the construction, improvement, maintenance, or use of all highways that are under its jurisdiction, possession, or control. This bill would require the department to mitigate the impact of infrastructure projects that interfere with or eliminate trail access to parks and recreational areas by maintaining safe access for users of existing trails or providing alternative safe access to those parks and recreational areas.

AB 2874 Soria D (Dist. 27) Planning and zoning: residential development.

Location: ASSEMBLY PRINT

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Would state the intent of the Legislature to enact legislation that would eliminate barriers to new residential development.

AB 2886 Aguiar-Curry D (Dist. 4) Underground fiber installation.

Location: ASSEMBLY PRINT

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Existing law, except as provided, requires a local agency to allow microtrenching for the installation of underground fiber if the installation in the microtrench is limited to fiber. Existing law authorizes a local agency to impose a fee for its reasonable costs on an application for a permit to install fiber, as provided. Existing law defines terms for this purpose. This bill would make a nonsubstantive change to the definition provision.

AB 2889 Zbur D (Dist. 51) Local public employee relations: the City of Los Angeles Employee Relations Board and the Los Angeles County Employee Relations Commission.

Location: ASSEMBLY PRINT

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

The Meyers-Milias-Brown Act requires that a complaint alleging any violation of the act or of any rules and regulations adopted by a public agency pursuant to specified law be processed as an unfair practice charge by the

Attachment: Bill Report 3-24 (10472 : State Legislative Update)

Public Employment Relations Board (PERB). The act provides that the initial determination as to whether of unfair practice is justified and, if so, the appropriate remedy necessary to effectuate the purposes of the act is a matter within the exclusive jurisdiction of PERB, except that in an action to recover damages due to an unlawful strike, PERB does not have authority to award strike-preparation expenses as damages and does not have authority to award damages for costs, expenses, or revenue losses incurred during, or as a consequence of, an unlawful strike. This bill would prohibit, in an action to recover damages due to an unlawful strike, the City of Los Angeles Employee Relations Board and the Los Angeles County Employee Relations Commission from awarding strike-preparation expenses as damages and awarding damages for costs, expenses, or revenue losses incurred during, or as a consequence of, an unlawful strike. The bill would provide that PERB, in an action involving the City of Los Angeles Employee Relations Board or the Los Angeles County Employee Relations Commission, has exclusive initial jurisdiction over a request for injunctive relief that seeks to enjoin organization by employees or employee activity, including, but not limited to, a strike.

AB 2891 Friedman D (Dist. 44) Energy: electrical demand forecasts.

Location: ASSEMBLY PRINT

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Existing law requires the State Energy Resources Conservation and Development Commission (Energy Commission), at least every 2 years, to conduct assessments and forecasts of all aspects of energy industry supply, production, transportation, delivery and distribution, demand, and prices. Existing law authorizes the Energy Commission to require the submission of demand forecasts from electrical utilities, among other entities, to perform its assessments and forecasts. This bill would require the Energy Commission, on or before July 1, 2026, and in consultation with the Public Utilities Commission, Independent System Operator, load-serving entities, and resource aggregators, to adopt a set of upfront technical requirements and load automation standards to provide the option for a load-serving entity to reduce or modify its electrical demand forecast upon aggregated system operation, as specified.

AB 2898 Carrillo, Wendy D (Dist. 52) Unbundled parking: exemptions: Housing Choice Vouchers.

Location: ASSEMBLY PRINT

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Existing law requires the owner of qualifying residential property, as defined, that provides parking with the qualifying residential property to unbundle parking from the price of rent, as specified. Existing law defines “unbundled parking” as the practice of selling or leasing parking spaces separate from the lease of the residential use. This bill would exempt any residential unit that is leased to a tenant who receives a federal Housing Choice Voucher from the above-described requirement to unbundle parking. This bill contains other existing laws.

AB 2899 Gabriel D (Dist. 46) Housing.

Location: ASSEMBLY PRINT

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Existing law, the Zenovich-Moscone-Chacon Housing and Home Finance Act, states that the Legislature finds and declares that the subject of housing is of vital statewide importance to the health, safety, and welfare of the residents of the state for specified reasons. This bill would make a nonsubstantive change to those provisions.

AB 2903 Hoover R (Dist. 7) Homelessness.

Location: ASSEMBLY PRINT

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Existing law establishes the California Interagency Council on Homelessness to identify mainstream resources, benefits, and services that can be accessed to prevent and end homelessness in California by creating partnerships between federal, state, local, and nonprofit entities. Existing law requires the coordinating council to conduct, or contract with an entity to conduct, a statewide assessment to identify state programs that provide housing or services to persons experiencing homelessness or at risk of homelessness, as defined, and collect and analyze data to provide a comprehensive view of the homeless response system. Existing law requires a state agency with a member on the council to provide requested data within 60 days, subject to certain exceptions. This bill would revise the time within which a state agency must provide requested data to 45 days.

AB 2904 Quirk-Silva D (Dist. 67) Zoning ordinances: notice.

Location: ASSEMBLY PRINT

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law requires the planning commission to hold a public hearing on any zoning ordinance or an amendment to a zoning ordinance that changes any property from one zone to another. Current law, if the proposed ordinance or amendment to a zoning ordinance affects the permitted uses of real property, requires notice of the hearing to be, among other things, mailed or delivered at least 10 days prior to the hearing to the owner of the subject real property, as specified. This bill would instead require notice of the planning commission’s hearing on a proposed zoning ordinance or amendment to a zoning ordinance, if the proposed ordinance or amendment to a zoning ordinance affects the permitted uses of real property, to be mailed or delivered at least 60 days before the hearing to the owner of each property subject to the proposed zoning ordinance or amendment to a zoning ordinance, as specified.

AB 2909 Santiago D (Dist. 54) Historical property contracts: qualified historical property: adaptive reuse.

Location: ASSEMBLY PRINT

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Existing law authorizes an owner of any qualified historical property to contract with the legislative body of a city, county, or city and county to restrict the use of the property, as specified, in exchange for lowered assessment values. Existing law defines “qualified historical property” as privately owned property that is not exempt from property taxation and is either listed in the National Register of Historic Places or located in a registered historic district, as defined, or listed in any state, city, county, or city and county official register of historical or architectural significant sites, places, or landmarks. This bill, starting January 1, 2026, and until January 1, 2036, would additionally define as “qualified historical property” a privately owned property that is not exempt from property taxation that was constructed at least 30 years prior to the year a legislative body and property owner enter into a contract to restrict the use of the property, as specified, and that is located on a site that satisfies certain criteria, including, among others, being in a zone where office, retail, or parking are a principally permitted use. The bill would require a contract entered into to restrict the use of that qualified historical property to require adaptive reuse of the qualified historical property. The bill would also update an obsolete cross-reference. This bill contains other existing laws.

AB 2910 Santiago D (Dist. 54) State Housing Law: application and scope.

Location: ASSEMBLY PRINT

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Existing law, the State Housing Law, establishes statewide construction and occupancy standards for buildings used for human habitation. That law requires the building department of every city or county to enforce within its jurisdiction the provisions of the State Building Standards Code, the provisions of the State Housing Law, and specified other rules and regulations promulgated pursuant to that law. That law authorizes a city or county to adopt

Attachment: Bill Report 3-24 (10472 : State Legislative Update)

alternative building regulations for the conversion of commercial or industrial buildings, as specified. This bill make a nonsubstantive change to the provision authorizing alternative building regulations.

AB 2911 McKinnor D (Dist. 61) Campaign contributions: agency officers.

Location: ASSEMBLY PRINT

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

The Political Reform Act of 1974 prohibits an officer of an agency from accepting, soliciting, or directing a contribution of more than \$250 from any party, participant, or a party or participant’s agent, while a proceeding involving a license, permit, or other entitlement for use is pending before the agency and for 12 months following the date a final decision is rendered in the proceeding, if the officer knows or has reason to know that the participant has a financial interest, as defined. This bill would make a nonsubstantive change to the above provision.

AB 2912 Dixon R (Dist. 72) Energy: retail gasoline pricing.

Location: ASSEMBLY PRINT

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law establishes the Division of Petroleum Market Oversight in the State Energy Resources Conservation and Development Commission to, among other duties, provide guidance and recommendations to the Governor and the commission on issues related to transportation fuel pricing and transportation decarbonization in California. This bill would require the commission to post and update, on a monthly basis, on its internet website the difference between retail gasoline prices in California and the national average and a calculation of how much that difference has decreased since June 26, 2023, which is the effective date of the above-described provisions, due to the action taken pursuant to those provisions.

AB 2919 Papan D (Dist. 21) State Housing Law.

Location: ASSEMBLY PRINT

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Existing law, the State Housing Law, generally provides for the regulation of buildings used for human habitation. The law makes its provisions inapplicable to any building regulated by the Manufactured Housing Act of 1980, the Mobilehome Parks Act, and the California Factory-Built Housing Law unless those acts specifically require application. This bill would make nonsubstantive changes to the latter provision.

AB 2921 Gabriel D (Dist. 46) Planning and zoning.

Location: ASSEMBLY PRINT

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

The Planning and Zoning Law makes various legislative findings and declarations, including that the state has a positive interest in the preparation and maintenance of a long-term, general plan for the physical development of each of the state’s urban areas and that the planning activities of counties and cities can be strengthened and more effectively performed when conducted in relation to studies and planning of an urban regional character. This bill would make nonsubstantive changes to those provisions.

AB 2926 Kalra D (Dist. 25) Planning and zoning: assisted housing developments: notice of expiration of affordability restrictions.

Location: ASSEMBLY PRINT

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Attachment: Bill Report 3-24 (10472 : State Legislative Update)

(1) Existing law, the Planning and Zoning Law, requires an owner of an assisted housing development upon termination of a subsidy contract or prepayment of governmental assistance or of an assisted housing development in which there will be the expiration of rental restrictions to provide a notice of the proposed change to each affected tenant household residing in the assisted housing development, as specified. The Planning and Zoning Law defines “assisted housing development” for these purposes to mean a multifamily rental housing development of 5 or more units that receives governmental assistance under any of specified programs, including assistance provided by counties or cities under specified law in exchange for restrictions on the maximum rents, as specified, and on the maximum tenant income, as specified. The Planning and Zoning law defines a “termination” for these purposes to mean an owner’s decision to extend or renew its participation in a federal, state, or local government subsidy program or private, nongovernmental subsidy program for an assisted housing development, as specified. The Planning and Zoning Law defines the “expiration of rental restrictions” for these purposes to mean the expiration of rental restrictions for an assisted housing development, as specified, unless the development has other recorded agreements restricting the rent to the same or lesser levels for at least 50% of the units. This bill would instead impose the above-described notice requirement on an owner prior to the anticipated date of termination of a subsidy contract or expiration of rental restrictions or prepayment on an assisted housing development, as specified. The bill would expand the definition of “assisted housing development” to include a development that receives assistance from counties or cities in exchange for affordability restrictions, as described above, pursuant to the Middle Class Housing Act of 2022; streamlining assistance pursuant to the Affordable Housing and High Road Job Act of 2022; specified law providing a streamlined, ministerial approval process for certain housing developments; or the Affordable Housing on Faith and Higher Education Lands Act of 2023. The bill would revise the definition of “termination” for these purposes to instead mean the failure of an owner to extend or renew its participation in the above-described programs, as specified. The bill would also revise the definition of “expiration of rental restrictions” to instead exclude an expiration in a development that has other recorded agreements restricting the rent to the same or lesser levels for the same number of units. This bill contains other related provisions and other existing laws.

AB 2928 Flora R (Dist. 9) Budget Act of 2022.

Location: ASSEMBLY PRINT

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chapters
	1st House				2nd House							

The Budget Act of 2022 made appropriations for the support of state government for the 2022–23 fiscal years. This bill would amend the Budget Act of 2022 by amending an item of appropriation relating to the Lockeford Community Services District.

AB 2937 Wicks D (Dist. 14) California Environmental Quality Act: streamlined environmental reviews.

Location: ASSEMBLY PRINT

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chapters
	1st House				2nd House							

The California Environmental Quality Act (CEQA) requires a lead agency, as defined, to prepare, or cause to be prepared, and certify the completion of an environmental impact report (EIR) on a project that it proposes to carry out or approve that may have a significant effect on the environment or to adopt a negative declaration if it finds that the project will not have that effect. CEQA also requires a lead agency to prepare a mitigated negative declaration for a project that may have a significant effect on the environment if revisions in the project would avoid or mitigate that effect and there is no substantial evidence that the project, as revised, would have a significant effect on the environment. CEQA establishes certain processes, such as the preparation of a master EIR or a focused EIR, to streamline the environmental review of projects. CEQA states the intentions of the Legislature in enacting those streamlined environmental review processes. This bill would make nonsubstantive changes to those statements of intent.

AB 2940 Muratsuchi D (Dist. 66) California Environmental Quality Act: environmental leadership development projects: transmission projects.

Location: ASSEMBLY PRINT

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

The California Environmental Quality Act (CEQA) requires a lead agency to prepare a mitigated negative declaration for a project that may have a significant effect on the environment if revisions in the project would avoid or mitigate that effect and there is no substantial evidence that the project, as revised, would have a significant effect on the environment. The Jobs and Economic Improvement Through Environmental Leadership Act of 2021 (the act) authorizes the Governor, until January 1, 2032, to certify environmental leadership development projects that meet specified requirements for certain streamlining benefits related to CEQA. The act requires the lead agency for an environmental leadership development project certified by the Governor to prepare the record of proceedings under CEQA concurrently with the administrative process. This bill would make transmission projects that bring new renewable energy generation onto the grid to be environmental leadership development projects for purposes of the act. Because the lead agency for those transmission projects would be required to prepare concurrently the record of proceedings, this bill would impose a state-mandated local program.

AB 2945 Alvarez D (Dist. 80) Enhanced infrastructure financing districts.

Location: ASSEMBLY PRINT

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law authorizes a city or county to designate one or more proposed enhanced infrastructure financing districts, defined as governmental entities, separate and distinct from the cities or counties that established them, constituted for the sole purpose of financing public facilities or other projects, pursuant to specified requirements. Current law declares that public benefits will accrue if local agencies are provided a means to finance the reuse and revitalization of former military bases, fund the creation of transit priority projects and the implementation of sustainable communities plans, fund projects that enable communities to adapt to the impacts of climate change, construct and rehabilitate affordable housing units, and construct facilities to house providers of consumer goods and services in the communities served by these efforts. This bill would make a nonsubstantive change to the provisions described above stating the declaration of the Legislature within the context of the provisions that authorize the creation of enhanced infrastructure financing districts.

AB 2951 Cervantes D (Dist. 58) Elections: request for recount: notice.

Location: ASSEMBLY PRINT

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law authorizes any voter, after the completion of the official canvass for a statewide election, to file with the Secretary of State a written request for a vote recount, as specified. Current law requires the Secretary of State to send a copy of the written request by registered mail to each affected county elections official, as specified. This bill would instead require the Secretary of State to send a copy of the written request to the elections official by electronic delivery. The bill would require the elections official to provide written confirmation of delivery to the Secretary of State.

AB 2952 Addis D (Dist. 30) Public employees: retraining and rehabilitation.

Location: ASSEMBLY PRINT

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law requires every public agency, its insurance carrier, and the Department of Rehabilitation to jointly formulate procedures for the selection and referral of injured full-time public employees who may be benefited by rehabilitation services and retrained for other positions in public service. This bill would make nonsubstantive

changes to those provisions.

AB 2955 Quirk-Silva D (Dist. 67) Affordable housing.

Location: ASSEMBLY PRINT

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

The Affordable Housing and High Road Jobs Act of 2022, until January 1, 2033, establishes a streamlined development process for affordable housing developments that meet specified objective standards and affordability and site criteria. This bill would make a nonsubstantive change to those provisions.

AB 3055 Carrillo, Juan D (Dist. 39) Vehicles: high-occupancy vehicle lanes: veterans.

Location: ASSEMBLY PRINT

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Would authorize the Department of Transportation and local authorities to permit exclusive or preferential use of high-occupancy vehicles (HOVs) lanes to be used by a vehicle driven by a disabled veteran of the United States Armed Forces, as defined, regardless of the number of passengers in the vehicle or the type of vehicle, provided that the vehicle is registered to or owned, and is driven, by the veteran and the vehicle displays a decal approved by the Department of Motor Vehicles. The bill would require the Department of Motor Vehicles to issue the decal to an applicant, upon proof of eligibility that the applicant is a disabled veteran.

AB 3123 Jones-Sawyer D (Dist. 57) Department of Transportation: state highways.

Location: ASSEMBLY PRINT

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 the California Transportation Commission, and vests with the department the obligation to improve and maintain state highways, including all traversable highways that have been adopted or designated as state highways by the commission. This bill would make a nonsubstantive change to this provision.

AB 3177 Carrillo, Wendy D (Dist. 52) Mitigation Fee Act: land dedications: mitigating vehicular traffic impacts.

Location: ASSEMBLY PRINT

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

The Mitigation Fee Act imposes various requirements with respect to the establishment, increase, or imposition of a fee by a local agency as a condition of approval of a development project. Current law requires a local agency that imposes a fee on a housing development for the purpose of mitigating vehicular traffic impacts to set the rate for the fee to reflect a lower rate of automobile trip generation if the housing development satisfies specified characteristics including that the housing development is located within a 1/2 mile of a transit station. Current law defines transit station for these purposes to mean a rail or light-rail station, ferry terminal, bus hub, or bus transfer station. This bill would instead require the housing development to be located within a 1/2 mile of a transit priority area for purposes of a local agency setting the rate for a mitigating vehicular traffic impacts fee to reflect a lower rate of automobile trip generation. The bill would define “transit priority area” as an area within 1/2 mile of a major transit stop that is existing or planned, if the planned stop is scheduled to be completed within the planning horizon included in a Transportation Improvement Program or applicable regional transportation plan.

AB 3214 Fong, Mike D (Dist. 49) Department of Transportation: state highways.

Location: ASSEMBLY PRINT

Attachment: Bill Report 3-24 (10472 : State Legislative Update)

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 the California Transportation Commission and provides that the department has full possession and control of all state highways and all property and rights in property acquired for state highway purposes and authorizes and directs the department to lay out and construct all state highways between the termini designated by law and on the locations as determined by the commission. This bill would make nonsubstantive changes to these provisions.

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.

SB 7 Blakespear D (Dist. 38) Planning and zoning: annual report: housing for extremely low income households.

Location: ASSEMBLY DESK

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 a city or county to adopt a general plan for land use development within its boundaries that includes, among other things, a housing element. That law requires the planning agency of a city or county to provide by April 1 of each year an annual report to, among other entities, the Department of Housing and Community Development. The law requires that the annual report include, among other specified information, the number of net new units of housing, including both rental housing and for-sale housing, that have been issued a completed entitlement, building permit, or certificate of occupancy, and the income category, by area median income, that each unit of housing satisfies, as specified. This bill would revise and recast these provisions to specify that the income category includes extremely low income households, as defined.

SB 312 Wiener D (Dist. 11) California Environmental Quality Act: university housing development projects: exemption.

Location: ASSEMBLY DESK

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law, until January 1, 2030, exempts from the California Environmental Quality Act (CEQA) a university housing development project carried out by a public university on real property owned by the public university if the project meets certain requirements, including that each building within the project is certified as Leadership in Energy and Environmental Design (LEED) Platinum or better by the United States Green Building Council. Current law requires the lead agency, if the university housing development project is exempt from CEQA under the above provision, to file the LEED certificate for buildings within the project and a notice determining that the construction impacts of the project have been fully mitigated with the Office of Planning and Research and the county clerk of the county in which the project is located. Current law requires a public university or a relevant public agency with authority to issue a certificate of occupancy for a building within the project to not issue the certificate of occupancy for the building unless the lead agency receives certification of LEED Platinum or better from the United States Green Building Council for the building and the lead agency determines that the construction impacts of the project have been fully mitigated. This bill would instead require a public university to obtain LEED Platinum certification fo

Attachment: Bill Report 3-24 (10472 : State Legislative Update)

each building within a university housing development project no later than 12 months from the issuance of building's certificate of occupancy or its usage. The bill would prohibit a public university that has exempted a university housing development project from being eligible to exempt a subsequent university housing development project until the public university has obtained LEED Platinum certification for each building within the prior exempted university housing development project.

SB 517 Gonzalez D (Dist. 33) Economic development: movement of freight.

Location: ASSEMBLY 2 YEAR

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law authorizes GO-Biz to undertake various activities relating to economic development, including the provision of prescribed information. Current law requires the Transportation Agency to prepare a state freight plan that provides a comprehensive plan to govern the immediate and long-range planning activities and capital investments of the state with respect to the movement of freight. This bill would authorize GO-Biz to serve as the coordinating entity to steer the growth, competitiveness, and sustainability for freight and the supply chain across the state and to promote and assess the continued economic vitality, economic competitiveness, and sustainability of the freight sector. The bill would also authorize GO-Biz to provide freight and supply chain economic competitiveness information.

SB 537 Becker D (Dist. 13) Open meetings: multijurisdictional, cross-county agencies: teleconferences.

Location: ASSEMBLY INACTIVE FILE

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, 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. The bill would authorize the legislative body of a multijurisdictional, cross-county agency, as specified, to use alternate teleconferencing provisions if the eligible legislative body has adopted an authorizing resolution, as specified. The bill would also require the legislative body to provide a record of attendance of the members of the legislative body, the number of community members in attendance in the teleconference meeting, and the number of public comments on its internet website within 10 days after a teleconference meeting, as specified. The bill would require at least a quorum of members of the legislative body to participate from one or more physical locations that are open to the public and within the boundaries of the territory over which the local agency exercises jurisdiction.

SB 638 Eggman D (Dist. 5) Climate Resiliency and Flood Protection Bond Act of 2024.

Location: ASSEMBLY W.,P. & W.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Would enact the Climate Resiliency and Flood Protection Bond Act of 2024 which, if approved by the voters, would authorize the issuance of bonds in the amount of \$6,000,000,000 pursuant to the State General Obligation

Attachment: Bill Report 3-24 (10472 : State Legislative Update)

Bond Law, for flood protection and climate resiliency projects.

SB 672 McGuire D (Dist. 2) Residential property insurance.

Location: ASSEMBLY 2 YEAR

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law generally regulates classes of insurance, including residential property insurance. Current law prohibits residential property insurance policy from being issued or renewed in this state unless it complies with certain requirements. This bill would prohibit an admitted insurer that offers residential property insurance from refusing to offer or sell residential property insurance to an applicant whose property meets specified best practices for wildfire building hardening and property-level mitigation.

SB 768 Caballero D (Dist. 14) California Environmental Quality Act: State Air Resources Board: vehicle miles traveled: study.

Location: ASSEMBLY DESK

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

The California Environmental Quality Act (CEQA) requires a lead agency to prepare a mitigated negative declaration for a project that may have a significant effect on the environment if revisions in the project would avoid or mitigate that effect and there is no substantial evidence that the project, as revised, would have a significant effect on the environment. Current law requires the Office of Planning and Research to prepare, develop, and transmit to the Secretary of the Natural Resources Agency for certification and adoption proposed revisions to guidelines establishing criteria for determining the significance of transportation impacts of projects within transit priority areas to promote the reduction of greenhouse gas emissions, the development of multimodal transportation networks, and a diversity of land uses. Current law creates the State Air Resources Board as the state agency charged with coordinating efforts to attain and maintain ambient air quality standards, to conduct research into the causes of and solution to air pollution, and to systematically attack the serious problem caused by motor vehicles, which is the major source of air pollution in many areas of the state. Existing law authorizes the state board to do those acts as may be necessary for the proper execution of the powers and duties granted to, and imposed upon, the state board. This bill would require the state board, by January 1, 2026, to conduct and submit to the Legislature a study on how vehicle miles traveled is used as a metric for measuring transportation impacts pursuant to CEQA, as specified.

SB 908 Cortese D (Dist. 15) Public records: legislative records: electronic messages.

Location: SENATE RLS.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Would prohibit an elected or appointed official or employee of a public agency from creating or sending a public record using a nonofficial electronic messaging system unless the official or employee sends a copy of the public record to an official electronic messaging system, as specified. By imposing additional duties on local agencies, the bill would create a state-mandated local program.

SB 915 Cortese D (Dist. 15) Local government: autonomous vehicles.

Location: SENATE L. GOV.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Would prohibit an autonomous vehicle service, which has received approval to conduct commercial passenger service or engage in commercial activity using driverless vehicles by the Department of Motor Vehicles, the Public Utilities Commission, or another state agency, from commencing operation within a local jurisdiction until authorized by a local ordinance enacted pursuant to the bill's provisions. The bill would authorize each city, county, or city and

Attachment: Bill Report 3-24 (10472 : State Legislative Update)

county in which an autonomous vehicle has received authorization to operate, to protect the public health, safety, and welfare by adopting an ordinance or resolution in regard to autonomous vehicle services within that jurisdiction. The bill would require each city, county, or city and county that adopts an ordinance or resolution to include certain provisions within that ordinance or resolution. These would include a policy for entry into the business of providing autonomous vehicle services including a permitting program, the establishment of reasonable vehicle caps and hours of service restrictions, and the establishment of an interoperability or override system accessible by first responders in case of an emergency.

SB 925 Wiener D (Dist. 11) San Francisco Bay area: local revenue measure: transportation improvements.

Location: SENATE RLS.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law creates the Metropolitan Transportation Commission as a local area planning agency for the 9-county San Francisco Bay area with comprehensive regional transportation planning and other related responsibilities. Current law creates various transit districts located in the San Francisco Bay area, with specified powers and duties relating to providing public transit services. This bill would state the intent of the Legislature to enact subsequent legislation to authorize the Metropolitan Transportation Commission to propose a revenue measure to the voters in its jurisdiction to fund the operation, expansion, and transformation of the San Francisco Bay area’s public transportation system, as well as other transportation improvements.

SB 926 Wahab D (Dist. 10) San Francisco Bay area: public transportation.

Location: SENATE TRANS.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law creates the Metropolitan Transportation Commission as a local area planning agency for the 9-county San Francisco Bay area with comprehensive regional transportation planning and other related responsibilities. Current law creates various transit districts located in the San Francisco Bay area, with specified powers and duties relating to providing public transit services. Current law establishes the Transportation Agency, consisting of various state agencies under the supervision of an executive officer known as the Secretary of Transportation, who is required to develop and report to the Governor on legislative, budgetary, and administrative programs to accomplish comprehensive, long-range, and coordinated planning and policy formulation in the matters of public interest related to the agency. This bill would require the Transportation Agency to develop a plan to consolidate all transit agencies as defined, that are located within the geographic jurisdiction of the Metropolitan Transportation Commission.

SB 947 Seyarto R (Dist. 32) Department of Transportation: state highway projects: agreements with public entities: project design changes.

Location: SENATE TRANS.

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, in an agreement with a city, county, or other public entity for the contribution of funds for the acquisition, construction, or improvement of any portion of state highway, to include a provision that makes the department responsible for any additional costs associated with a new project design adopted by the department after the project is included in the state transportation improvement program or the state highway operation and protection program, as specified. The bill would also make this provision applicable to agreements in effect as of January 1, 2025.

SB 955 Seyarto R (Dist. 32) Office of Planning and Research: Infrastructure Gap-Fund Program.

Location: SENATE L. GOV.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Attachment: Bill Report 3-24 (10472 : State Legislative Update)

Current law authorizes a local agency to finance infrastructure projects through various means, including by establishing an enhanced infrastructure financing district to finance public capital facilities or other specified projects of communitywide significance that provide significant benefits to the district or the surrounding community. This bill would require the Office of Planning and Research, upon appropriation by the Legislature, to establish the Infrastructure Gap-Fund Program to provide grants to assist local agencies in developing and constructing infrastructure projects. The bill would require the office to develop guidelines and criteria to implement the program

SB 968 Wiener D (Dist. 11) Transportation: planning: transit priority projects: multimodal.

Location: SENATE TRANS.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Would require all transportation projects funded or overseen by the Department of Transportation to provide comfortable, convenient, and connected complete streets facilities unless an exemption is documented and approved, as specified.

SB 1068 Eggman D (Dist. 5) Tri-Valley-San Joaquin Valley Regional Rail Authority: contracting: Constructor Manager/General Contractor project delivery method.

Location: SENATE TRANS.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law establishes the Tri-Valley-San Joaquin Valley Regional Rail Authority for purposes of planning, developing, delivering, and operating cost-effective and responsive transit connectivity, between the Bay Area Rapid Transit District’s rapid transit system and the Altamont Corridor Express commuter rail service. Current law authorizes certain entities, including the Department of Transportation, the Department of Water Resources, and regional transportation agencies to engage in a Construction Manager/General Contractor project delivery method for specified public work projects. Current law defines the Construction Manager/General Contractor project delivery method as a project delivery method in which a construction manager is procured to provide both preconstruction services during the design phase of the project and construction services during the construction phase of the project. This bill would authorize the Tri-Valley-San Joaquin Valley Regional Rail Authority to also use the Construction Manager/General Contractor project delivery method, as defined. The bill would additionally authorize the contracts of the authority to extend to work on the state highway system for the construction of passenger rail service through the Altamont Pass Corridor, and would require the Department of Transportation to inspect the work conducted on the state highway system or rights of way.

SB 1086 Seyarto R (Dist. 32) Sales and Use Tax Law: motor vehicle fuel tax: sales price: gross receipts.

Location: SENATE REV. & TAX

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 sales and use tax laws provide a partial exemption from the taxes imposed by those laws for motor vehicle fuel that is subject to the taxes imposed by the Motor Vehicle Fuel Tax Law. This bill, beginning January 1, 2025, would exclude from the terms “gross receipts” and “sales price” under the Sales and Use Tax Law the amount of any motor vehicle fuel tax imposed pursuant to the Motor Vehicle Fuel Tax Law.

SB 1098 Blakespear D (Dist. 38) Passenger and freight rail: LOSSAN Rail Corridor.

Location: SENATE TRANS.

Attachment: Bill Report 3-24 (10472 : State Legislative Update)

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered	29.b
	1st House				2nd House								

Would require the Secretary of Transportation to provide strategic guidance, recommendations, and facilitate all necessary coordination, collaboration, and intervention when necessary between stakeholders, to ensure the performance of the LOSSAN Rail Corridor, as specified. This bill would also require the Secretary of Transportation, in consultation with the Director of Transportation, to submit a report to the Legislature on or before January 1, 2026, regarding the LOSSAN Rail Corridor that includes specified information, including certain recommendations made by the department and the California Transportation Commission, in consultation with the Secretary for Environmental Protection. The bill would also require the Secretary of Transportation to submit a report to the Legislature on or before January 1, 2027, and biennially thereafter, on the management of the LOSSAN Rail Corridor, as provided.

SB 1325 Durazo D (Dist. 26) Public contracts: best value procurement: equipment.

Location: SENATE RLS.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Would authorize a state or local agency, as defined, to award contracts through a best value procurement method, as describe, for the purchase of equipment with a base value of \$250,000 or more. The bill would require the agency to adopt and publish procedures and guidelines for evaluating the qualifications of the bidders to ensure the best value selections are conducted in a fair and impartial manner, as described. The bill would authorize the procedures and guidelines to include the adoption of a high road jobs plan policy that evaluates bidders' high road jobs plan commitments as part of the overall score for the public contract, as specified. This bill would require the solicitation document to include certain information and would direct the agency to use a scoring method based on price and the factors described in the solicitation document, as specified. The bill would require the agency to let an contract for these projects to the selected bidder that represents the best value or reject all bids.

SB 1393 Niello R (Dist. 6) Advanced Clean Fleets Regulation Appeals Advisory Committee.

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 establishes the State Air Resources Board as the state agency responsible for monitoring and regulating sources emitting greenhouse gases and requires the state board to adopt rules and regulations to achieve the maximum technologically feasible and cost-effective greenhouse gas emission reductions from those sources. Pursuant to its authority, the state board has adopted the Advanced Clean Fleets Regulation, which imposes various requirements for transitioning local, state, and federal government fleets of medium- and heavy-duty trucks, other high-priority fleets of medium- and heavy-duty trucks, and drayage trucks to zero-emission vehicles. The Advanced Clean Fleets Regulation authorizes entities subject to the regulation to apply for exemptions from its requirements under certain circumstances. This bill would require the state board to establish the Advanced Clean Fleets Regulation Appeals Advisory Committee by an unspecified date for purposes of reviewing appeals of denied requests for exemptions from the requirements of the Advanced Clean Fleets Regulation. The bill would require the committee to include representatives of specified state agencies, other state and local government representatives, and representatives of private fleet owners, the electric vehicle manufacturing industry, and electrical corporations, as provided. The bill would require the committee to meet monthly and would require recordings of its meetings to be made publicly available on the state board's internet website. The bill would require the committee to consider, and make a recommendation on, an appeal of an exemption request denial no later than 60 days after the appeal is made. The bill would require specified information relating to the committee's consideration of an appeal to be made publicly available on the state board's internet website.

SB 1402 Min D (Dist. 37) 30x30 goal: state agencies: adoption, revision, or establishment of plans, policies and regulations.

Attachment: Bill Report 3-24 (10472 : State Legislative Update)

Location: SENATE RLS.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law requires the Secretary of the Natural Resources Agency to prepare and submit, on or before March 31, 2024, and annually thereafter, a report to the Legislature on the progress made in the prior calendar year toward achieving the goal to conserve 30% of California’s lands and coastal waters by 2030. Current law provides that it is the goal of the state to conserve at least 30% of California’s lands and coastal waters by 2030, known as the 30x30 goal. This bill would require all state agencies, departments, boards, offices, commissions, and conservancies to consider the 30x30 goal when adopting, revising, or establishing plans, policies, and regulations.

SB 1418 Archuleta D (Dist. 30) Hydrogen-fueling stations: administrative approval: checklist.

Location: SENATE RLS.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law requires every city, county, and city and county to administratively approve an application to install electric vehicle charging stations and hydrogen-fueling stations through the issuance of a building permit or similar nondiscretionary permit and requires the review of an application to install an electric vehicle charging station or a hydrogen-fueling station to be limited to the building official’s review of whether it meets all health and safety requirements of local, state, and federal law. Current law prohibits a city, county, or city and county from denying an application for a use permit to install an electric vehicle charging station or a hydrogen-fueling station unless it makes written findings that the proposed installation would have a specific, adverse impact upon the public health or safety and there is no feasible method to satisfactorily mitigate or avoid the specific, adverse impact. This bill would extend the operation of these provisions as they pertain to hydrogen-fueling stations to January 1, 2035.

SB 1420 Caballero D (Dist. 14) Hydrogen.

Location: SENATE RLS.

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 to adopt regulations requiring that no less than 33.3% of the retail hydrogen produced for, or dispensed by, fueling stations that receive state funds is made from renewable hydrogen, as provided. The bill would also require that no less than 60% of the retail hydrogen produced or dispensed in California for use in transportation is made from renewable hydrogen by December 31, 2030, and that the remainder of the retail hydrogen produced or dispensed in California for use in transportation is made from a mix of renewable hydrogen and clean hydrogen by December 31, 2045, as provided.

SB 1494 Glazer D (Dist. 7) Local agencies: Sales and Use Tax: retailers.

Location: SENATE RLS.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

The Bradley-Burns Uniform Local Sales and Use Tax Law authorizes counties and cities to impose a local sales and use tax in accordance with that law for tangible personal property sold at retail in the city or county, or purchased for storage, use, or other consumption in the city or county. This bill would prohibit, on or after January 1, 2024, a local agency from entering into, renewing, or extending any form of agreement that would result, directly or indirectly, in the payment, transfer, diversion, or rebate of Bradley-Burns local tax revenues to any retailer, as defined, in exchange for the retailer locating or continuing to maintain a place of business that serves as the place of sale, as defined, within the territorial jurisdiction of the local agency if that place of business would generate revenue from the sale of tangible property delivered to and received by the purchaser in the territorial jurisdiction of another local agency, for the local agency under the Bradley-Burns Uniform Local Sales and Use Tax Law. The bill would

Attachment: Bill Report 3-24 (10472 : State Legislative Update)

make those forms of agreements existing before January 1, 2024, void and unenforceable on January 1, 2024. The bill would require a local agency to post those forms of agreements existing before January 1, 2024, on the local agency's internet website until the form of agreement expires or is made void and unenforceable by these provisions. The bill would make related findings and declarations.

SB 1510 Stern D (Dist. 27) Permitting: electric vehicle charging.

Location: SENATE RLS.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Current law requires every city, county, and city and county to administratively approve an application to install electric vehicle charging stations through the issuance of a building permit or similar nondiscretionary permit and requires the review of an application to install an electric vehicle charging station to be limited to the building official review of whether it meets all health and safety requirements of local, state, and federal law. Current law requires an electric vehicle charging station to comply with, among other things, all applicable rules of the Public Utilities Commission regarding safety and reliability, as specified. This bill would express the intent of the Legislature to enact subsequent legislation that would reduce state and local permitting barriers for electric vehicle charging.

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: 162

Total Tracking Forms: 162

Attachment: Bill Report 3-24 (10472 : State Legislative Update)

Minute Action

AGENDA ITEM: 30

Date: April 3, 2024

Subject:

Federal Legislative Update

Recommendation:

Receive and file the March 2024 Federal Legislative Update.

Background:

San Bernardino County Transportation Authority Legislative Affairs staff, along with a representative from federal advocates, Potomac Partners D.C., LLC, updated the Legislative Policy Committee on March 13, 2024, regarding the appropriations process for finalizing Fiscal Year 2024 budget, as well as the upcoming deadlines for Community Project Funding and Congressionally Directed Spending applications.

Federal Appropriations Process

Congress had until March 1 and March 8, 2024, to pass the 12 appropriations bills for the Fiscal Year 2024 (FY24) federal budget, pass another set of Continuing Resolutions (CRs) that would extend government funding, or face a government shutdown.

The House and Senate Leadership met with President Biden at the White House on February 27, 2024, to discuss the FY24 budget, as well as a new foreign aid package with additional funding for Ukraine, Israel, Taiwan and additional border security.

On February 29, 2024, Congress passed new CRs that would extend the current March 1 and March 8, 2024, deadlines.

The new CR pushed the spending bill deadlines to March 8 and March 22, 2024:

- **March 8, 2024:**
 - Agriculture, Rural Development, Food and Drug Administration
 - Energy and Water Development
 - Military Construction, Veterans Affairs
 - Transportation, Housing and Urban Development, and Related Agencies.
- **March 22, 2024:**
 - Commerce, Justice, Science
 - Defense
 - Financial Services and General Government
 - Homeland Security
 - Interior, Environment
 - Labor, Health and Human Services, Education
 - Legislative Branch
 - State, Foreign Operations

Congress leaders were confident that the new CRs would provide enough time to come to agreement on spending bills for the remainder of the fiscal year.

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

Board of Directors Agenda Item

April 3, 2024

Page 2

Despite delays in spending talks for FY24, some House and Senate offices began releasing their appropriations request forms for the Fiscal Year 2025 budget, with tentative deadlines in mid-March.

San Bernardino County Transportation Authority staff is identifying projects that would benefit from submitting requests for House Community Project Funding and Senate Congressionally Directed Spending, as well as also working with local jurisdictions and transit partners on submitting requests for their projects.

Financial Impact:

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

Reviewed By:

This item was received by the Legislative Policy Committee on March 13, 2024.

Responsible Staff:

Otis Greer, Director of Legislative and Public Affairs

Approved
Board of Directors
Date: April 3, 2024

Witnessed By:

San Bernardino Council of Governments
San Bernardino County Transportation Authority

Minute Action

AGENDA ITEM: 31

Date: *April 3, 2024*

Subject:

Board Vacancies, Dissolution of Joint Sub-Committee & Rescind Policy No. 10008

Recommendation:

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

- A. Dissolve the I-10 and I-15 Corridor Joint Sub-Committee of the Board of Directors Metro Valley Study Session and the Mountain/Desert Policy Committee.
- B. Rescind Policy No. 10008 – I-10 and I-15 Corridor Joint Sub-Committee of the Board of Directors Metro Valley Study Session and Mountain/Desert Policy Committee.
- C. Note the vacancy for one Valley member to serve on the SBCTA Transit Committee for a term ending December 31, 2025.
- D. Note the vacancy for one East Valley member to serve on the SBCTA Transportation Investment Plan Ad Hoc Committee for a term ending December 31, 2024.

Background:

Recommendation A: This recommendation is to formally dissolve the I-10 and I-15 Corridor Joint Sub-Committee (Sub-Committee) of the Board of Directors Metro Valley Study Session and the Mountain/Desert Policy Committee. On January 7, 2015, the Board approved the establishment of the Sub-Committee as a standing policy committee in compliance with the Brown Act. The purpose of the Sub-Committee was 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. With concurrence from Chair Alan Wapner, the Sub-Committee is no longer needed at this time. Any remaining issues would go forward to General Policy Committee or Metro Valley Study Session.

Recommendation B: This recommendation is to rescind Policy No. 10008 – I-10 and I-15 Corridor Joint Sub-Committee of the Board of Directors Metro Valley Study Session and Mountain/Desert Policy Committee. On January 7, 2015, the Board adopted this policy in conjunction with the establishment of the Sub-Committee. With dissolution of the Sub-Committee, there is no further need for this policy. A copy of the policy is attached for reference.

Recommendation C: This recommendation is to note the vacancy of one Valley member to serve on the San Bernardino County Transportation Authority (SBCTA) Transit Committee for a term ending December 31, 2025. The Transit Committee provides policy guidance and recommendations to the SBCTA Board of Directors and SBCTA delegates to the Southern California Regional Rail Authority with respect to commuter rail and transit service.

Recommendation D: This recommendation is to note the vacancy for one East Valley member to serve on the SBCTA Transportation Investment Plan Ad Hoc Committee for a term ending December 31, 2024. The Ad Hoc Committee is tasked with looking at future Measure options.

Additional details on the purpose and membership of both vacancies are available in the appendix of the Board of Directors agenda. Refer to SBCTA Policy Committee Membership, *Entity: San Bernardino County Transportation Authority*

Board of Directors Agenda Item

April 3, 2024

Page 2

under sections titled Transit Committee and SBCTA Ad Hoc Committees: Transportation Investment Plan Ad Hoc Committee.

SBCTA Policy No. 10001 authorizes the SBCTA President to make Presidential appointments to SBCTA Committees. Any SBCTA Board Member interested in filling these vacancies should notify Marleana Roman, Clerk of the Board, at mroman@gosbcta.com.

Financial Impact:

This item has no financial impact on the adopted Budget for Fiscal Year 2023/2024. Although an amendment is not needed, there will be cost savings on resources with the elimination of the Joint Sub-Committee.

Reviewed By:

This item has not received prior policy committee or technical advisory committee review. Due to the nature of this item, it was determined most appropriate to be taken directly to Board rather than Policy Committee. SBCTA General Counsel has reviewed this item.

Responsible Staff:

Marleana Roman, Clerk of the Board

Approved
Board of Directors
Date: April 3, 2024

Witnessed By:

San Bernardino County Transportation Authority

San Bernardino County Transportation Authority	Policy	10008
Adopted by the Board of Directors	January 7, 2015	Revised 01/04/17
I-10 and I-15 Corridor Joint Sub-Committee of the Board of Directors Metro Valley Study Session and Mountain/Desert Policy Committee (I-10 and I-15 Sub-Committee)	Revision No.	1

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 Membership Meeting Schedule Procedures Rules for Addressing the Sub-Committee Revision History

I. PURPOSE

This standing Sub-Committee will provide an opportunity for more thorough discussion and understanding of the issues associated with the I-10 and I-15 Corridor improvements, including required policies for the Express Lane alternative.

II. MEMBERSHIP

A. Composition

The Sub-Committee will include a minimum of nine and a maximum of fourteen Board members. The membership will be composed of a minimum of three representatives from the West Valley; three representatives from the East Valley; and a minimum of two representatives from the Victor Valley.

B. Appointments

The President is authorized to appoint the members and appoint the Chair and Vice-Chair of the Sub-Committee. All appointments shall be announced at the Board of Directors meeting immediately following the appointment(s).

C. Determining Quorum

A quorum shall consist of a majority of the membership of the Sub-Committee, except that all County representatives shall be counted as one for the purpose of establishing a quorum. In the absence of a quorum, the Sub-Committee may act as a Sub-Committee of the whole for the purpose of discussing the issues and making informal recommendations.

D. Stipend

Stipend and mileage will be paid to members when applicable.

E. Membership Terms

Membership shall consist of two-year terms commencing January 1, 2015. There is no maximum number of terms for a member.

F. Membership Absences

The regular participation of Sub-Committee members is essential to appropriate policy oversight and staff direction.

- Regular participation in the Sub-Committee is encouraged, recognizing that unavoidable absences will occur on an occasional basis.
- Staff shall notify the President in the event that any one Sub-Committee member is absent from three consecutive Sub-Committee meetings.
- Upon notification by staff, the President or designee shall contact the Sub-Committee member to discuss the record of absences.

Attachment: Policy10008 (10484 : Board Vacancies, Dissolution of Joint Sub-Committee & Rescind Policy 10008)

- Based upon information obtained from the Sub-Committee member and knowledge of the Sub-Committee activities, the President shall make a determination relative to retention or replacement of the member.

III. MEETING SCHEDULE

Regular meetings of the Sub-Committee are scheduled to occur on the second Thursday of the month typically at approximately 11 a.m. immediately following Metro Valley Study Session. If the Metro Valley Study Session is rescheduled, the Sub-Committee will be rescheduled to the same day.

It is anticipated that the sub-committee may not be required to meet every month due to the lack of pressing business. Should it be determined that a meeting is not required on a scheduled meeting date, the meeting will be cancelled and noticed appropriately.

IV. PROCEDURES

A. In addition to complying with Brown Act agenda posting and distribution requirements, Sub-Committee agendas and relevant back-up material will be electronically distributed to members and posted on the SBCTA website. Typically, formal staff reports will not be prepared.

B. Due to the need to thoroughly discuss the agenda items, some items may not be discussed requiring them to be continued to a subsequent meeting.

C. The Sub-Committee may consider and make recommendations on items. The recommendation may be to provide staff direction, make a recommendation for the item to be discussed at a Policy Committee, or a recommendation for the item to be discussed at the Board of Directors meeting.

D. In general, items that are only relevant to the Valley region will be agendaized on the Metro Valley Study Session; items that are only relevant to the Mountain Desert region will be agendaized on the Mountain/Desert Policy Committee; and those items that are relevant to both regions will be agendaized for both bodies.

V. RULES FOR ADDRESSING THE SUB-COMMITTEE

Interested members of the public will be afforded the opportunity to address the Sub-Committee. Public comments shall comply with SBCTA Policy 10052, Rules for Addressing the Board of Directors & Policy Committees.

VI. REVISION HISTORY

Revision No.	Revisions	Adopted
0	New policy adopted by the Board of Directors. Approved 1/7/15, Board Agenda Item 7.	01/07/15
1	Revised to be consistent with SB1305. Change approved by the Board on January 4, 2017, Agenda Item 6.	01/04/17

Minute Action

AGENDA ITEM: 32

Date: April 3, 2024

Subject:

Interstate 10 Alabama Street - Contract Award for Establish Existing Planting

Recommendation:

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

A. Approve Contract No. 24-1003059 with Mariposa Landscapes, Inc., to Establish Existing Planting for the Interstate 10 Alabama Street Project, in an amount not-to-exceed \$147,972, to be funded with Measure I Interchange Program and City of Redlands local funds.

B. Approve contingency for Contract No. 24-1003059 in an amount not-to-exceed \$119,797.20, to be funded with Measure I Interchange Program and City of Redlands local funds for Supplemental Work and Project Contingency, to be released in accordance with SBCTA Contracting and Procurement Policy No. 11000.

Background:

In July 2020, the San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board) approved Cooperative Agreement No. 20-1002417 with the California Department of Transportation (Caltrans), whereby SBCTA is the lead agency for construction of the Interstate 10 (I-10) Alabama Street Improvements Project in the City of Redlands. In addition to landscape construction and a one-year plant establishment period, SBCTA shall provide four years of Establish Existing Planting (EEP) maintenance.

In September 2021, the Board approved the award of Contract No. 21-1002620 to Ortiz Enterprises, LLC. for construction of the project, including highway landscape construction followed by one-year of plant establishment. The plant establishment under Contract No. 21-1002620 is scheduled for completion in March 2024. Per the Cooperative Agreement, SBCTA shall continue to assume maintenance and the expense thereafter for a four-year landscape EEP maintenance period.

In January 2024, the SBCTA Executive Director authorized the release of the Invitation for Bids (IFB) No. 24-1003059 for the I-10 Alabama Street Establish Existing Planting Project (Project).

The IFB was released on February 12, 2024, and sent to 604 vendors registered on PlanetBids and was downloaded by 20 firms. The solicitation was issued in accordance with SBCTA's policies and procedures for construction projects.

The Question and Answer period closed on February 26, 2024, and responses were posted on February 29, 2024.

On March 8, 2024, SBCTA received three bids from the vendors displayed in Attachment A. The SBCTA Procurement Analyst performed a responsiveness check and deemed the top two bids were responsive.

Bids were reviewed by staff for compliance with the IFB. The bid from Mariposa Landscapes, Inc. was found to be responsive, responsible, and compliant with all IFB

Entity: San Bernardino County Transportation Authority

Board of Directors Agenda Item

April 3, 2024

Page 2

requirements. Therefore, staff is recommending that the Board award Contract No. 24-1003059 for the Project to Mariposa Landscapes, Inc. for a not-to-exceed amount of \$147,972.

Staff is also recommending approval of contingency in an amount not-to-exceed \$119,797.20 for Contract No. 24-1003059 (refer to Attachment B) to release the contingency as necessary for the project. This allowance includes \$80,000 for supplemental work of damage repair. This cost was estimated based on the cost of repairs for damage caused by unauthorized public within the project limits during the one-year plant establishment period for Contract No. 21-1002620. Pursuant to SBCTA Contracting and Procurement Policy No. 11000, Section V.B.2.d, construction contracts that are awarded to the lowest responsive responsible bidder may proceed directly to the Board without prior review or recommendation by a Policy Committee.

Attachment A provides a listing of the bid results and Attachment B summarizes allowances for supplemental work and contingency.

Financial Impact:

This Project is included in the adopted Budget for Fiscal Year 2023/2024 and funded with Measure I Interchange Program and City of Redlands local funds under Task No. 0830 Interchange Projects, Sub-Task No. 0895 I-10/Alabama Street Interchange.

Reviewed By:

This item has not received prior policy committee or technical advisory committee review. This item is being presented directly to the Board pursuant to Contracting and Procurement Policy No. 11000, Section V.B.2.d, as this is a construction contract award to the lowest responsive responsible bidder. SBCTA General Counsel, Procurement Manager, and Enterprise Risk Manager have reviewed this item and the draft contract.

Responsible Staff:

Pavitra Pandey, Project Manager, Parsons

Approved
Board of Directors
Date: April 3, 2024

Witnessed By:

CONTRACT 24-1003059**BY AND BETWEEN****SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY****AND****MARIPOSA LANDSCAPES, INC.****FOR****INTERSTATE 10 ALABAMA STREET ESTABLISH EXISTING PLANTING PROJECT**

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 Mariposa Landscapes, Inc. (“CONTRACTOR”) whose address is 6232 Santos Diaz Street, Irwindale, CA 91702. SBCTA and CONTRACTOR are each a “Party” and collectively the “Parties” herein.

RECITALS:

WHEREAS, SBCTA has determined that it requires establishment of existing planting; and

WHEREAS, the work described herein cannot be performed by the employees of SBCTA; and

WHEREAS, CONTRACTOR has certified that they have 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 Contract Articles; Invitation For Bids (IFB) 24-1003059 dated February 12, 2024; bid dated March 8, 2024; the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished; Project Plans and Specifications dated June 21, 2021; Addenda No. 1; Special Provisions dated **December 20, 2023** and Performance and Payment Bonds.

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

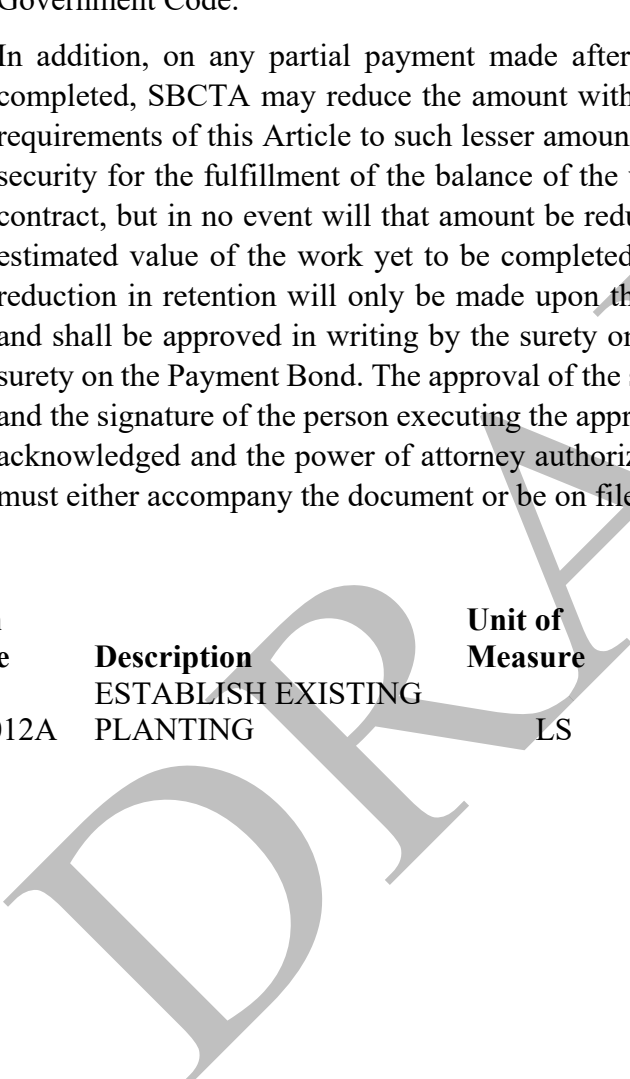
CONTRACTOR is required to pay all subcontractors for satisfactory performance of their work no later than 7 days from the date CONTRACTOR receives payment from SBCTA. SBCTA shall hold retainage from CONTRACTOR of five percent (5%) from each invoice and shall make prompt and regular incremental acceptances 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 30 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 sub-contractors.

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 sum of **One Hundred and Forty Seven Thousand, Nine-Hundred and Seventy-Two Dollars (\$147,972)**, including without limitation any compensation due for unit price work which shall be calculated as the actual number of such units performed multiplied by the unit price, 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 Bid Schedule 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 SBCTA and 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	Unit of Measure	Quantity	Mariposa Landscapes, Inc. - Unit Price
070012A	ESTABLISH EXISTING PLANTING	LS	1	\$147,972.00



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, as required by the "Notice to Bidders and Special Provisions", all permits required throughout the duration of the Project.

ARTICLE 8. DOCUMENTATION AND RIGHT TO AUDIT

CONTRACTOR shall provide SBCTA and its authorized representatives or agents 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, its representatives and agents to reproduce any materials as reasonably necessary.

ARTICLE 9. SCHEDULE

CONTRACTOR agrees to complete the work within the time period as stipulated in the Special Provisions referenced herein. CONTRACTOR shall incur no costs (excluding insurance and bonds) and shall not perform or furnish any work, services or equipment under this Contract, unless and until SBCTA has issued a written Notice To Proceed (NTP).

ARTICLE 10. NONDISCRIMINATION/ EQUAL EMPLOYMENT OPPORTUNITY

10.1 CONTRACTOR agrees to comply with the Equal Employment Opportunity (EEO) provisions of this Article.

- 10.1.1 CONTRACTOR will work with SBCTA in carrying out EEO obligations and in SBCTA's review of his/her activities under the Contract.
- 10.2 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."
- 10.2.1 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 SBCTA and responsibility to do so.
- 10.3 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:
- 10.3.1 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.
- 10.3.2 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.
- 10.3.3 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.
- 10.3.4 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.
- 10.3.5 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.
- 10.4 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.

- 10.4.1 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.
- 10.4.2 In the event CONTRACTOR has a valid bargaining agreement providing for exclusive hiring hall referrals, it 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.)
- 10.4.3 CONTRACTOR will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.
- 10.5 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:
- 10.5.1 CONTRACTOR will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
- 10.5.2 CONTRACTOR will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
- 10.5.3 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.
- 10.5.4 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.
- 10.6 Training and Promotion: CONTRACTOR will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.

- 10.6.1 Consistent with CONTRACTOR's work force 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.
- 10.6.2 CONTRACTOR will advise employees and applicants for employment of available training programs and entrance requirements for each.
- 10.6.3 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.
- 10.7 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:
- 10.7.1 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.
- 10.7.2 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.
- 10.7.3 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.
- 10.7.4 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 these obligations, such CONTRACTOR shall immediately notify SBCTA.

10.8 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 (DBE), 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 best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. CONTRACTOR shall obtain lists of DBE construction firms from SBCTA. CONTRACTOR will use his best efforts to ensure subcontractor compliance with their EEO obligations.

10.9 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; and the progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.

10.9.1 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. This information is to be reported on Form FHWA-1391. If on-the-job training is being required by special provision, CONTRACTOR will be required to collect and report training data.

ARTICLE 11. CONFLICT OF INTEREST

CONTRACTOR is obligated to fully disclose to SBCTA, in writing, any conflict of interest issues as soon as they are known to CONTRACTOR. CONTRACTOR agrees that CONTRACTOR and its staff shall comply with SBCTA's Conflict of Interest Policy, No. 10102

ARTICLE 12. 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 13. PROPRIETARY RIGHTS/CONFIDENTIALITY

13.1 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.

- 13.2 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.
- 13.3 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, or (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.
- 13.4 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.
- 13.5 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.
- 13.6 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.
- 13.7 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).
- 13.8 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.

ARTICLE 14. TERMINATION

14.1 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.

14.1.1 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.

14.1.2 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.

14.1.3 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.

14.2 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 insolvency, 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.

14.2.1 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.

14.3 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 15. 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 16. 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.

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 17. INSURANCE

17.1 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 the 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:

17.2 Commercial General Liability Insurance -

- 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 **\$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 (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.
- \$1,000,000 per occurrence limit for personal injury and advertising injury
- If a general aggregate applies, it shall apply separately to this project/location. The project name must be indicated under "Description of Operations/Locations" (ISO Form CG 25 03 or CG 2504).

- Coverage is to be on an “occurrence” form. “Claims made” and “modified occurrence” forms are not acceptable.
If this contract includes work in close proximity to an active railroad and Railroad Protective Liability Coverage is required then 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 all such exclusions to the coverage.

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

17.3 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.
- 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.

17.4 Commercial Auto Insurance – The policy must include the following:

- A total limit of liability of not less than **\$5,000,000** 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 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 CONTRACTOR 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.

17.5 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 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 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 Indemnitees in Article 18 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.

17.6 Professional Liability: Intentionally Omitted

17.7 Builder's Risk Insurance – Intentionally omitted

17.8 Contractor's Pollution Liability Insurance - Intentionally Omitted

17.9 Railroad Protective Liability Insurance:

This coverage may be required by a third party railroad operator or railroad owner anytime work is performed on or in close proximity to a railroad. CONTRACTOR is to conduct their own investigation of the RRPL requirements and shall meet the coverage and limits dictated by any third party railroad, but when required, in no event less than outlined below.

Insurance Services Office Form Railroad Protective Liability, AAR-AASHTO (ISO/RIMA), in the name of the railroad owner and/or operator with respect to the operations the CONTRACTOR or any of their subcontractors perform on the Property. Minimum Limits: **\$2 million per occurrence** combined single limit, for coverage and for losses arising out of injury to or death of all persons and for physical loss or damage to or destruction of Property, including the loss of use thereof. A **\$6 million annual aggregate** shall apply. If providing coverage on the London claims- made form, the following provisions shall apply:

- The limits of liability shall be not less than \$3 million per occurrence, combined single limit. A \$6 million aggregate may apply.
- Declarations item 6, extended claims made date, shall allow an extended claims made period no shorter than the length of the original policy period plus one year.
- If equivalent or better, wording is not contained in the policy form, the following endorsement must be included:
 - It is agreed that "physical damage to Property" means direct and accidental loss of or damage to rolling stock and their contents, mechanical construction equipment or motive power equipment, railroad tracks, roadbed, catenaries, signals, bridges or buildings.

17.10 General Provisions

- 17.10.1 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.
- 17.10.2 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, City of Redlands, and Caltrans, and their 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 CONTRACTOR 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 any additional insured as to vicarious liability but shall allow coverage for all additional insureds to the full extent provided by the policy.
- 17.10.3 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, CONTRACTOR shall submit complete copies of all required insurance policies within ten (10) business days of a written request by SBCTA.
- 17.10.4 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.

- 17.10.5 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, Pollution 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.
- 17.10.6 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.
- 17.10.7 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.
- 17.10.8 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.
- 17.10.9 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.
- 17.10.10 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.

- 17.10.11 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 Vendor; 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 Vendor under this agreement.
- 17.8.12 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.
- 17.10.13 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.
- 17.10.14 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.
- 17.10.15 Review of Coverage. SBCTA may at any time review the coverage, form, and amount of insurance required under this contract, and may require the 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 (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 Change Order.

ARTICLE 18. INDEMNITY

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by SBCTA) and hold harmless SBCTA, City of Redlands, Caltrans 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 obligations 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 19. 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 20. RECORD AND INSPECTION AND AUDITING

SBCTA, or any of its designees, representatives or agents, 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 21. 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 22. 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 23. 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 24. 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 25. PRECEDENCE

In case of a discrepancy among the Contract Documents, the order of precedence shall be as noted in the Notice to Bidder and Special Provisions.

ARTICLE 26. 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 during regular business hours; (b) on the first business day following delivery by fax when made not during regular business hours; or (c) on 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: CONSTRUCTION	To: SBCTA
6232 Santos Diaz St.	1170 W. 3rd Street, 2nd Floor
Irwindale, CA 91702	San Bernardino, CA 92410-1715
Attn: Terry Noriega	Attn: Pavitra Pandey
2nd Contact: Patricia Urena	Cc: Procurement Manager
Email: patricia.urena@mariposa-ca.com	ppandev@gosbcta.com; smorris@gosbcta.com
Phone:626-960-0196	Phone: (909) 884-8276

ARTICLE 27. 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 **One Thousand Dollars (\$1,000.00)** per each calendar day of delay as identified in the weekly statement of working days issued by SBCTA. 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, sufficient justification to do so.

ARTICLE 28. ASSIGNMENT

CONTRACTOR agrees not to sell, transfer, or otherwise dispose of any contract part either voluntarily or by operation of law without prior written consent from SBCTA.

ARTICLE 29. SUBCONTRACTS

29.1 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 (23 CFR § 635.116).

29.1.1 "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.

29.1.2 "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.

29.2 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.

29.3 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 30. COORDINATION WITH OTHER CONTRACTS

SBCTA may undertake or award other contracts for work, and CONTRACTOR shall cooperate fully with the other CONTRACTOR's 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 31. PREVAILING WAGE REQUIREMENTS

- 31.1 CONTRACTOR 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.
- 31.2 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 32. SAFETY

- 32.1 In the performance of this Contract, CONTRACTOR shall comply with all applicable federal, State, and local laws governing safety, health, and sanitation (23 CFR § 635.108). 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).
- 32.2 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 33. DISADVANTAGED BUSINESS ENTERPRISE

- 33.1 Though no DBE goal is set for this Project, SBCTA encourages participation from small and Disadvantaged Business Enterprise (DBE). Firms interested in the DBE program may contact Shaneka M. Morris, Procurement Manager at (909) 884-8276.

ARTICLE 34. NONSEGREGATED FACILITIES

- 34.1 Definitions. As used in this clause—

Gender identity has the meaning given by the Department of Labor's Office of Federal Contract Compliance Programs, and is found at:

www.dol.gov/ofccp/LGBT/LGBTFAQs.html.

"Segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, 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, that are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

Sexual orientation has the meaning given by the Department of Labor's Office of Federal Contract Compliance Programs, and is found at:
www.dol.gov/ofccp/LGBT/LGBTJFAQS.html.

- 34.2 The CONTRACTOR agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this Contract.
- 34.3 The CONTRACTOR shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

ARTICLE 35. 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 36. CONFIDENTIALITY

Any SBCTA materials to which the CONTRACTOR or its agents has access to or materials prepared by the CONTRACTOR during the term of this Contract shall be held in confidence by the CONTRACTOR, who shall exercise all reasonable precautions to prevent disclosure of confidential information to anyone except as authorized by SBCTA. CONTRACTOR shall not release any reports, information of promotional materials or allow for the use of any photos of the project for any purposes without prior written approval from SBCTA.

ARTICLE 37. 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 38. 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, and 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 from SBCTA will not relieve the CONTRACTOR from responsibility.

ARTICLE 39. CLEAN WATER REQUIREMENTS

CONTRACTOR shall comply with all applicable standards, orders, or regulations issued pursuant to the Porter-Cologne Water Quality Control Act (California Water Code §§13000 et seq.) and 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 the Regional Water Quality Control Board. CONTRACTOR shall include this requirement in every subcontract.

ARTICLE 40. DRUG FREE WORKPLACE

CONTRACTOR agrees to comply with the Drug Free Workplace Act of 1990 per Government Code §§ 8350 et seq.

ARTICLE 41. SEVERABILITY

The partial or complete invalidity 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 42. 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 43. INCORPORATION OF RECITALS

The Recitals stated above are true and correct and are hereby incorporated into this Contract.

ARTICLE 44. 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.

**MARIPOSA LANDSCAPES, INC. A
CALIFORNIA CORPORATION**

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

By: _____
Terry L. Noriega
Chief Executive Officer

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

Date: _____

Date: _____

By: _____
Antonio Valenzuela
Secretary

Date: _____

Licensed in accordance with an act
providing for registration of contractors.

592268
License Number

APPROVED AS TO FORM

95-4245898
Federal Employer
Identification Number

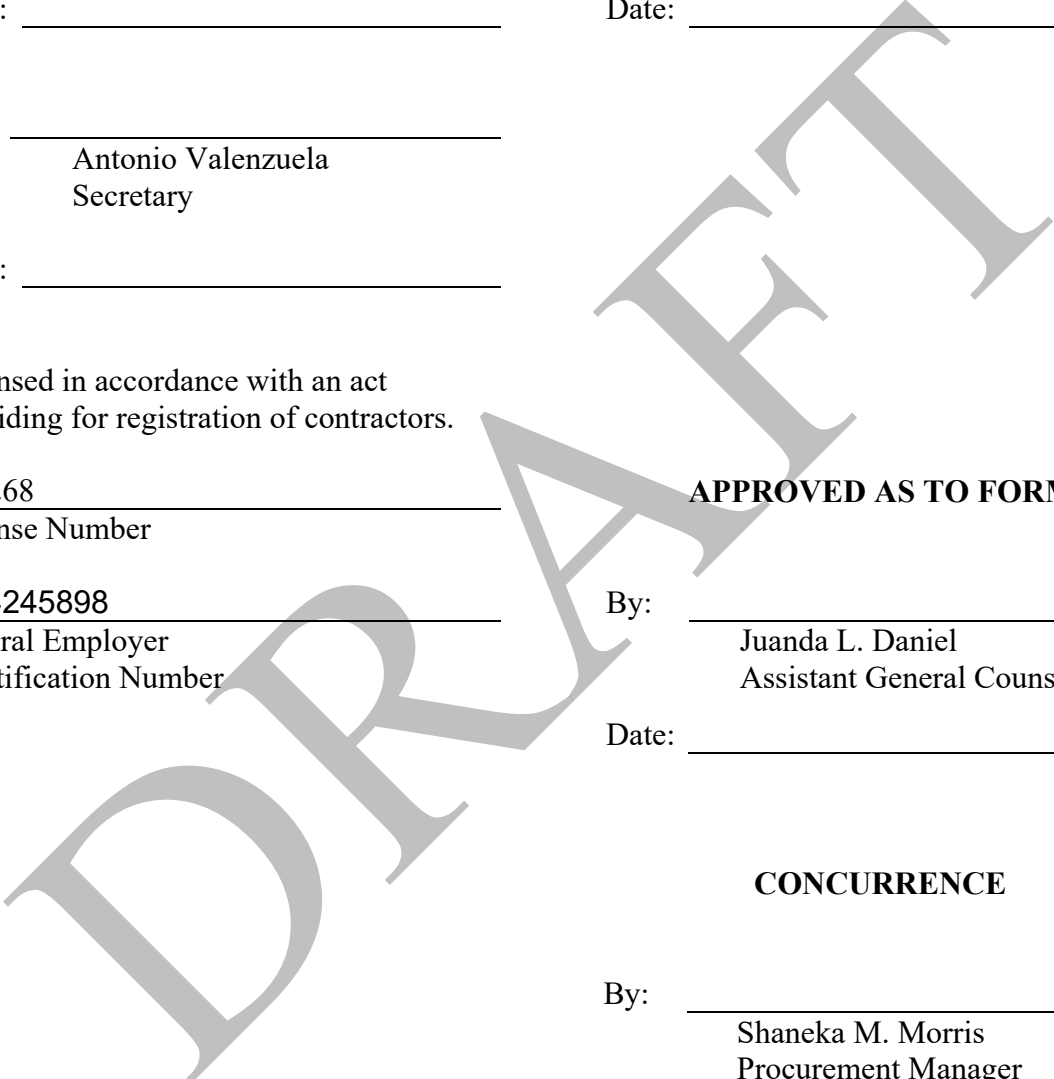
By: _____
Juanda L. Daniel
Assistant General Counsel

Date: _____

CONCURRENCE

By: _____
Shaneka M. Morris
Procurement Manager

Date: _____



Attachment: 24-1003059 (10292 : I-10 Alabama Street - EEP Contract Award)

ATTACHMENT A
Final Bid Opening Results



IFB Number: 24-1003059

IFB Title: INTERSTATE 10 ALABAMA STREET ESTABLISH
EXISTING PLANTING PROJECT

Bid Due Date: March 8, 2024, 2:00 p.m.

#	Bidder	Bid Amount	Responsive?
1	Mariposa Landscapes, Inc.	\$147,972.00	YES
2	Diversified Landscape Co.	\$368,680.00	YES
3	Los Angeles Engineering, Inc.	\$2,200,000.00	NO

Attachment: Attachment A (Reference to Staff Report) (10292 : I-10 Alabama Street - EEP Contract Award)

Contract No. 24-1003059

Attachment B

Item	Item Description	Amount
SUPPLEMENTAL WORK ITEMS		
1	Replenish Mulch	\$ 15,000.00
2	Damage Repair	\$ 80,000.00
3	Tree Trimming	\$ 10,000.00
4	SUBTOTAL (1)	\$ 105,000.00
CONTINGENCY		
5	CONTINGENCIES (10% of Maintenance Contract)	\$ 14,797.20
6	SUBTOTAL (2)	\$ 14,797.20
7	TOTAL ALLOWANCES AND CONTINGENCY	\$ 119,797.20
SUMMARY		
1	MAINTENANCE CONTRACT 24-1003059	\$ 147,972.00
2	SUPPLEMENTAL WORK ITEMS	\$ 105,000.00
3	CONTINGENCY (10%)	\$ 14,797.20
	TOTAL	\$ 267,769.20

Attachment: Attachment B (Reference to Staff Report) (10292 : I-10 Alabama Street - EEP Contract Award)

Minute Action

AGENDA ITEM: 33

Date: April 3, 2024

Subject:

North 1st Avenue Bridge over BNSF Amendment No. 1 to Sole Source Contract No. 23-1002936 with RailPros Field Services, Inc. for Railroad Flagging Services

Recommendation:

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

Approve Amendment No. 1 to **Sole Source** Contract No. 23-1002936 with RailPros Field Services, Inc. for Railroad Flagging Services, to increase the contract amount by \$1,000,000, increasing the total contract amount from \$1,442,690 to \$2,442,690, to be funded with Federal Highway Bridge Program and Measure I North Desert Major Local Highway Program funds, and extending the contract duration by two months, with a revised expiration date of November 30, 2024.

Background:

The North 1st Avenue Bridge Over BNSF (Project) will replace the existing North 1st Avenue Bridge with a new structure which meets current geometric standards with full shoulders and a sidewalk which accommodates all legal trucks and permit vehicles. The Project includes work inside the BNSF Right-of-Way (ROW); therefore, on March 31, 2021, San Bernardino County Transportation Authority (SBCTA) and the City of Barstow entered into a three-party Construction and Maintenance (C&M) Agreement (SBCTA Contract No. 19-1002236) with BNSF Railway. Article II.5 of the C&M Agreement (BNSF File No. BF10014029) states “BNSF shall provide flagging, engineering, inspection, Project coordination, and other Railroad Work as generally described in Exhibit D-3 in coordination with SBCTA’s work.”

On November 10, 2022, BNSF informed the Project team that BNSF would not be supporting the Project with flagging services due to lack of manpower resources. BNSF also informed SBCTA that the only firm authorized to provide flagging services in the BNSF ROW is a private firm called RailPros Field Services, Inc. BNSF further stated that they were unable to contract with RailPros Field Services, Inc. for flagging due to union issues.

SBCTA’s construction management team worked to develop flagging options for the Project. Based on a review of the alternatives, staff recommended that SBCTA enter into an agreement with RailPros Field Services, Inc. to provide flagging services for the Project.

On June 5, 2023 SBCTA executed **Sole Source** Contract No. 23-1002936 with RailPros Field Services, Inc. for Railroad Flagging Services in the amount of \$1,442,690.00, including a contingency in the amount of \$144,269.00.

RailPros Field Services, Inc. commenced flagging services on July 1, 2023. The approved contract amount of \$1,442,690 was predicated on two full-time flaggers, including overtime, for the Project duration. Due to new BNSF flagging rules for protection of yard tracks, and the magnitude and complexity of ongoing yard operations, the Project has routinely required between three to four flaggers to provide adequate track protection, and extended longer than originally planned. Therefore, an amendment to add \$1,000,000 to the contract value, as well as two months to the contract duration is needed to assure completion of the Project.

Entity: San Bernardino County Transportation Authority

Board of Directors Agenda Item

April 3, 2024

Page 2

Staff is recommending approval of Amendment No.1 to **Sole Source** Contract No. 23-1002936, with RailPros Field Services, Inc. to increase the contract amount by \$1,000,000, bringing the total contract amount from \$1,442,690 to \$2,442,690, to be funded by Federal Highway Bridge Program and Measure I North Desert Major Local Highway Program funds, and to extend the contract duration by two months to complete the Project. Because the construction cost is less than estimated, this increase is within the amounts established within the C&M Cooperative Agreement No. 19-1002236, between SBCTA and the City of Barstow.

Financial Impact:

This Project is included in the adopted Budget for Fiscal Year 2023/2024 and funded with Federal Highway Bridge Program and Measure I North Desert Major Local Highway Program funds, under Task 0860 Arterial Project, Sub Task 0811 North 1st Avenue Over BNSF.

Reviewed By:

This item was reviewed and unanimously recommended for approval by the Mountain/Desert Policy Committee on March 15, 2024. SBCTA General Counsel, Procurement Manager, and Enterprise Risk Manager have reviewed this item and the draft amendment.

Responsible Staff:

David Tan, Senior Project Manager

Approved
Board of Directors
Date: April 3, 2024

Witnessed By:

AMENDMENT NO. 1 TO CONTRACT NO. 23-1002936**BY AND BETWEEN****SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY****AND****RAILPROS FIELD SERVICES, INC.****FOR****NORTH 1ST AVENUE OVER BNSF FLAGGING**

This Amendment No. 1 (“AMENDMENT”) to Contract No. 23-1002936 (“CONTRACT”) is made by and between the San Bernardino County Transportation Authority (“SBCTA”) and RAILPROS FIELD SERVICES, INC. (“CONSULTANT”). SBCTA and CONSULTANT may be referred to individually as a “PARTY” and collectively as “PARTIES”.

RECITALS

- A. On June 5, 2023, SBCTA executed Sole Source CONTRACT to engage CONSULTANT to provide Railroad Flagging Services for the North First Avenue Bridge Over BNSF Railroad Project (“PROJECT”); and
- B. PARTIES desire to amend the CONTRACT to extend the contract performance period by 60 days, with a revised Contract end date of November 30, 2024.
- C. PARTIES also desire to amend the CONTRACT to increase the CONTRACT amount by \$1,000,000 to provide additional Railroad Flagging Services for the project.

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

- 1. Article IV “PERFORMANCE PERIOD”, subparagraph A is amended in its entirety to read as follows:

“This Contract shall go into effect on April 5, 2023 contingent upon approval by LOCAL AGENCY, and CONTRACTOR shall commence work after notification to proceed by LOCAL AGENCY’ S Contract Administrator. The Contract shall end on November 30, 2024, unless extended by contract amendment.”

2. Article V “ALLOWABLE COSTS AND PAYMENTS”, subparagraph A is amended in its entirety to read as follows:

“Total compensation to CONTRACTOR for full and complete performance of the Work 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, CONTRACTOR' s performance of Work and for which CONTRACTOR 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 Two Million Four Hundred Forty -Two Thousand Six Hundred Ninety dollars (\$2,442,690.00) unless authorized by a contract amendment.”

3. All references in the CONTRACT to ”Price Proposal for Time and Materials” shall include Exhibit B attached to the CONTRACT and Exhibit B.1 attached to this AMENDMENT.
4. Except as amended by this AMENDMENT, all other provisions of the Contract thereto, shall remain in full force and effect and are incorporated herein by this reference.
5. This AMENDMENT is effective on the date executed by SBCTA.

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

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

RAILPROS FIELD SERVICES, INC.
A Texas Corporation

SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY

By: _____
Kendall Koff
Chief Executive Officer

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

Date: _____

Date: _____

By: _____
Daniel Carter
Secretary

APPROVED AS TO FORM:
By: _____
Juanda L. Daniel
Assistant General Counsel

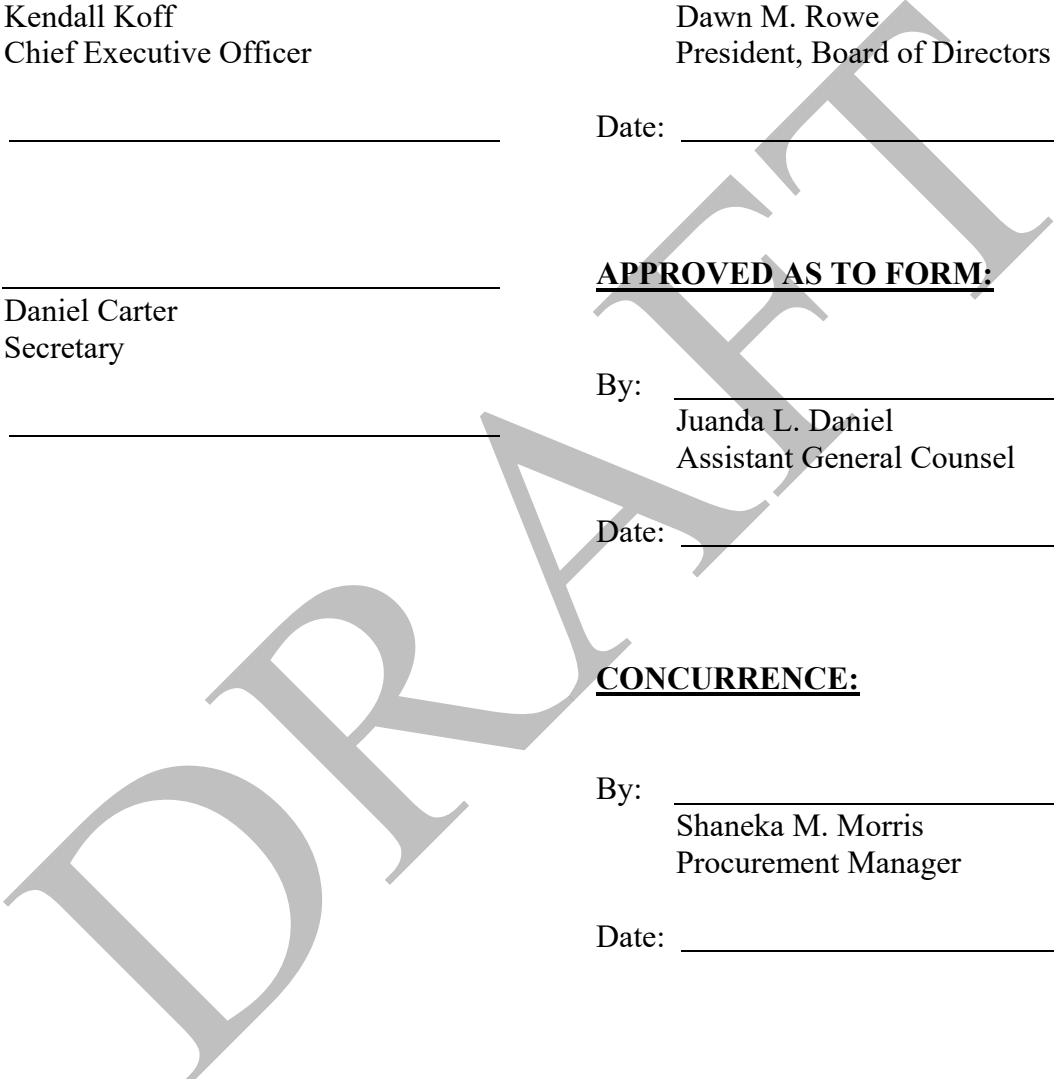
Date: _____

Date: _____

CONCURRENCE:

By: _____
Shaneka M. Morris
Procurement Manager

Date: _____



Attachment: 23-1002936-01 (10466 : North 1st Ave Bridge Over BNSF Amendment No. 1 to Sole Source Contract No. 23-1002936 with RailPros)



**Exhibit B.1
Price Proposal for Time and Materials**

33.c

Contract No. 23-1002936

Personnel

Name	Classification/ Title	Job Function	Hourly Rate	Overtime Rate	Double-Time Rate	Weekends	Estimated number of hours	Total
Ortiz, Erick	Laborer: General, grp 1	Roadway worker in charge	\$206	\$	\$	\$	960	\$197,760
Ortiz, Erick	Laborer: General, grp 1	Roadway worker in charge	\$	\$245	\$	\$	330	\$80,850
Ortiz, Erick	Laborer: General, grp 1	Roadway worker in charge	\$	\$	\$ 255	\$	330	\$84,150
Ortiz, Erick	Laborer: General, grp 1	Roadway worker in charge	\$	\$	\$	\$270	72	\$19,440
TBD	Laborer: General, grp 1	Roadway worker in charge	\$206	\$	\$	\$	960	\$197,760
TBD	Laborer: General, grp 1	Roadway worker in charge	\$	\$245	\$	\$	330	\$80,850
TBD	Laborer: General, grp 1	Roadway worker in charge	\$	\$	\$255	\$	330	\$84,150
TBD	Laborer: General, grp 1	Roadway worker in charge	\$	\$	\$	\$270	72	\$19,440
TBD	Laborer: General, grp 1	Roadway worker in charge	\$206	\$	\$	\$	640	\$131,840
TBD	Laborer: General, grp 1	Roadway worker in charge	\$	\$245	\$	\$	220	\$53,900
TBD	Laborer: General, grp 1	Roadway worker in charge	\$	\$	\$255	\$	220	\$56,100
TBD	Laborer: General, grp 1	Roadway worker in charge	\$	\$	\$	\$270	48	\$12,960
TBD	Laborer: General, grp 1	Roadway worker in charge	\$206	\$	\$	\$	480	\$98,880
TBD	Laborer: General, grp 1	Roadway worker in charge	\$	\$245	\$	\$	165	\$40,425
TBD	Laborer: General, grp 1	Roadway worker in charge	\$	\$	\$255	\$	165	\$42,075
TBD	Laborer: General, grp 1	Roadway worker in charge	\$	\$	\$	\$270	36	\$9,720
The listed individuals will be the primary personnel for this project. If there is a need for substitutions the personnel will be the same classification and qualifications.	In the event of cancellation, if RailPros Management is given less than 24 hours' notice, it is considered a billable day. Cancellations must be made in writing to BNSF.Info@RailPros.com.							One time fee- Cert Payroll \$1,000 Weekly fee- Cert Payroll \$50 (27 wks) = 1,450
								1,211,750

Attachment: Exhibit B.1 - Price Proposal for Time and Materials (10466 : North 1st Ave Bridge Over BNSF Amendment No. 1 to Sole Source

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	
	\$		\$	
	\$		\$	
	\$		\$	
	\$		\$	
	\$		\$	

Total Estimated Cost (Direct Labor + ODCs)= \$1,211,750 _____

RailPros Field Services, Inc.

Proposer



 Signature of Authorized Person

1/24/24

 Date

Attachment: Exhibit B.1 - Price Proposal for Time and Materials (10466 : North 1st Ave Bridge Over BNSF Amendment No. 1 to Sole Source

Minute Action

AGENDA ITEM: 34

Date: April 3, 2024

Subject:

Exempt Surplus Property Declaration

Recommendation:

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

A. Declare that portions of parcels 1008-301-27, 1008-301-35, and 1167-141-05, as shown in Table 1 are Exempt Surplus Land in accordance with the Surplus Land Act.

Table 1

Assessor's Parcel Number	Previous Owner	Total Purchase Area (square feet)	Surplus Area (square feet)
1008-301-27	Elva M. Castellon	9,597	8,226
1008-301-35	Daniel J. Lawson and Isela R. Lawson	11,127	8,629
1167-141-05	Hyrosen Properties	45,302	7,152

B. Authorize disposition of the Exempt Surplus Land in accordance with SBCTA's Surplus Real Property Policy No. 10400, and applicable laws and regulations.

Background:

In accordance with the Surplus Land Act, San Bernardino County Transportation Authority (SBCTA) is required to follow the California Department of Housing and Community Development (HCD) guidelines in connection with declaration and disposal of surplus property and exempt surplus property.

On January 6, 2021, SBCTA Board of Directors (Board) declared a portion of one of the parcels (APN 1167-141-05) purchased for the Interstate 215 Barton Road Interchange Project as Surplus and ready for disposition. On January 3, 2024, the Board declared a portion of two parcels (APN's 1008-301-27 and 1008-301-35) purchased for the Interstate 10 Corridor Freight and Express Lanes Project – Contract 1 as Surplus and ready for disposition. Due to recent changes to the Surplus Land Act, these three (3) surplus parcels qualify as Exempt Surplus Land.

Pursuant to the Surplus Land Act, specifically Government Code Section 54221(f)(1)(B), surplus land can be declared Exempt Surplus Land if it is less than one-half acre in size, and is not contiguous to land owned by a state or local agency that is being used for open-space or low to moderate income housing purposes.

Since each of the parcels described as Surplus Area in Table 1 below is less than half of an acre (21,780 square feet), and they are not contiguous to land owned by a state or local agency that is used for open-space or low and moderate-income housing purposes, each parcel is eligible to be declared Exempt Surplus Land.

Entity: San Bernardino County Transportation Authority

Board of Directors Agenda Item

April 3, 2024

Page 2

Recommendation A

Declare that those portions of the surplus land shown in Table 1 below (Surplus Area) qualify as and are Exempt Surplus Land in accordance with the Surplus Land Act.

Table 1

Assessor's Parcel Number	Previous Owner	Total Purchase Area (square feet)	Surplus Area (square feet)
1008-301-27	Elva M. Castellon	9,597	8,226
1008-301-35	Daniel J. Lawson and Isela R. Lawson	11,127	8,629
1167-141-05	Hyrosen Properties	45,302	7,152

Recommendation B

Authorize the disposition of the Exempt Surplus Land (designated as Surplus Area in Table 1 above) in accordance with SBCTA's Surplus Real Property Policy No. 10400, and applicable laws and regulations.

Financial Impact:

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

Reviewed By:

This item has not received prior policy committee or technical advisory committee review. This item is being presented directly to the Board of Directors at its April 3, 2024 meeting to ensure the most expeditious disposal of vacant properties located in the City of Montclair and the City of Grand Terrace. SBCTA General Counsel has reviewed this item.

Responsible Staff:

Tracy Escobedo, Management Analyst II

Approved
Board of Directors
Date: April 3, 2024

Witnessed By:

San Bernardino County Transportation Authority

Minute Action

AGENDA ITEM: 35

Date: April 3, 2024

Subject:

Participation in Residential Energy Efficiency Programs

Recommendation:

That the Board, acting as the San Bernardino Council of Governments (SBCOG):

Provide direction to staff on SBCOG’s participation in the California Energy Commission’s (CEC’s) Equitable Building Decarbonization (EBD) Program, and other energy-related residential grant programs pertinent to San Bernardino County.

Background:

In late 2018, the San Bernardino Council of Governments (SBCOG), Western Riverside Council of Governments (WRCOG), and the Coachella Valley Association of Governments (CVAG) identified a new program opportunity known as a Regional Energy Network (REN). The RENs 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. WRCOG, as the lead agency for this program, submitted the Inland Regional Energy Network (I-REN) application and business plan to the CPUC. In November 2021, the CPUC approved the I-REN Business Plan submitted by WRCOG on behalf of the three agencies. 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.

At the August 2023 meeting of the I-REN Executive Committee (Committee), the Committee voted to approve sending a letter to the County of Los Angeles (County) committing I-REN to being an “active program partner” with the County for the California Energy Commission’s (CEC) Equitable Building Decarbonization Program (EBD Program), should the County application be accepted. One regional administrator has to be designated for the Southern California region, and the County is in the best position to provide this service. The exact nature of the I-REN commitment remained to be determined, as the CEC guidelines were still in the formative stages. A pre-solicitation workshop was held by the CEC on March 14, 2024 with the actual solicitation to be released in the near future.

On September 6, 2023, staff presented an update to the SBCOG Board of Directors regarding the California EBD Program Grant. This presentation included the background about the grant program and the information available to the staff at that time regarding the distribution methodology, understanding of staff involvement, and the information about the potential allocation from the CEC for this grant.

The focus of the EBD Program is particularly on energy/decarbonization upgrades for single-family and multi-family dwellings in low-income and disadvantaged communities. Attachment 1 is a handout from the CEC’s March 14, 2024 workshop, and Attachment 2 is a listing of eligible decarbonization measures that would qualify for grant funding, to provide a better perspective on what the upgrades could entail.

Entity: San Bernardino Council of Governments

Board of Directors Agenda Item

April 3, 2024

Page 2

One of the key statements about the solicitation from the workshop includes the following:

“Regional administrator teams will be required to include community-based organizations (CBOs) and ensure culturally appropriate outreach, education, and support for participating households and communities, and to have expertise in residential building decarbonization, including decarbonization of single-family homes, multifamily buildings, and manufactured housing.”

As the program has been further developed, and discussions about the County’s approach to the solicitation have occurred, it has been indicated that the County would like the I-REN partners to each identify one or more CBOs that are familiar with our area and have the necessary expertise. As of this writing, SBCOG staff is awaiting clarification on what the relationship between SBCOG and the CBO(s) would be. This may or may not mean a greater level of involvement by SBCOG than was originally anticipated. Our initial understanding that SBCOG would be involved in publicizing the availability of grant funding through our networks and directing interested parties to the program implementers, not having direct interface with homeowners and multi-family building owners through a CBO. SBCOG staff’s understanding is that the implementation and interface with residents in San Bernardino County would all flow through LA County as the sole regional administrator/lead agency, and be serviced by contractors who would be accountable to the County.

It should be clarified that this is not a residential loan program like the HERO (Home Energy Renovation Opportunity) Program that SBCOG became involved with some 10 years ago. It is a grant program with direct installation of energy efficiency improvements. But it will require representatives of the sponsoring agency (LA County) to have direct contact with homeowners, provide them with energy efficiency options, identify specific improvements, identify qualified contractors, and monitor the proper installation of the energy upgrades. The I-REN Governance and Operations Rules state that “If” loans are part of the I-REN portfolio, “they will be focused only on public sector buildings, and there will be no loans associated with privately held properties.” The issue at hand with the CEC’s EBD Program is the extent to which SBCOG should be engaged with residential energy programs (or even energy programs for other private properties) that do not involve loans. The immediate question is how to address the SBCOG involvement in the CEC EBD program, but staff would hope to receive guidance on similar energy grant programs that may be presented in the future. It should be noted that the guidance sought pertains to improvements to the internal residential energy systems; it would not apply to publicly accessible charging stations located at residential buildings.

The current SBCOG staff perspective on the immediate issue, the CEC EBD program, is that we would prefer that LA County hire all the CBOs, and that the energy upgrade scopes, qualification of contractors, monitoring of contractors, and confirmation of job completion all run through LA County. This is our current understanding of how the program would be structured, based on recent meetings, with the relationship between SBCOG and the CBO(s) still needing more clarification.

Considering this, staff discussed several options with our I-REN Executive Committee representatives and Southern California Association of Governments delegates after the March 6, 2024, SBCTA/SBCOG Board meeting. The discussion revolved around how San Bernardino County residents could receive the benefits from the CEC grant funds, without

San Bernardino Council of Governments

taking on the risks of SBCOG being involved directly with residential customers through CBOs that SBCOG would hire. Alternatives to our hiring our own CBOs may include:

1. So Cal REN would hire the CBOs to do the work in our area. I-REN/SBCOG would still provide marketing information and outreach about the program, and keep our local agencies posted about grant-funded opportunities for energy improvements in the local area. This would be a preferred scenario. The disadvantage is that we may lose some leverage on how much investment would go into San Bernardino County.
2. I-REN/WRCOG would hire the CBOs to do the work in both Riverside and San Bernardino Counties, keeping SBCOG out of the position of dealing directly with the residents. This option was briefly raised by SBCOG staff to WRCOG staff, but little interest was expressed in this option by WRCOG.
3. SBCOG member agencies/local jurisdictions would hire a CBO/CBOs directly, and they could manage any of the residential interactions directly. Some cities seem to be more interested in residential offerings than others, and this approach would provide an opportunity to bring these services to their residents on a voluntary basis.

The CEC EBD grant is a case of weighing the potential reward of bringing grant funds to San Bernardino County homeowners, particularly homeowners in disadvantaged communities, versus the increased risk to SBCOG of having more direct interface with homeowners and potentially having to troubleshoot things that could go wrong. The more involved SBCOG is, the more certainty there will be that our homeowners will receive a proportional share of the benefits. Less direct involvement will reduce our risks, but will also reduce the leverage we have to obtain a proportional share of the benefits.

Other residentially-focused energy efficiency grants have been offered previously or will be offered in the future. Another current example is the Solar on Multi-family Affordable Housing (SOMAH) program. SOMAH is funded by the CPUC to create the incentives for solar panels on multi-family housing in low-income, disadvantaged, and tribal communities. SOMAH began in 2019 and is funded up to \$100 million annually.

The program administrator for SOMAH is The Center for Sustainable Energy (CSE), a national clean energy nonprofit. I-REN partners have been approached by CSE for assistance in promoting the SOMAH program in the Inland Empire. The implementation structure has already been established by CSE, with qualified contractors, financial procedures for grant recipients, etc. The expectation is that the local COGs may be able to provide introductions or “open doors” that CSE may not be able to open.

The CEC EBD Program and SOMAH are good examples of the range of energy efficiency initiatives that could be presented to SBCOG, but there are others as well. Staff is seeking direction on questions such as:

1. What should staff convey to our Southern California partners about our potential level of involvement in the CEC EBD Program and similar grant-funded residential energy efficiency programs?
2. What should be the parameters on whether/how SBCTA/SBCOG should be engaged in other energy efficiency-related or similar grant programs that involve the private sector?

Board of Directors Agenda Item

April 3, 2024

Page 4

The Board has provided prior guidance that we should not be involved with loans associated with privately held properties. While not associated with residential properties, SBCTA/SBCOG is already engaged with grant-funding arrangements (not loans) with private entities such as Brightline West (for the Victor Valley high-speed rail stations), three different fueling/charging facilities for zero-emission trucks (for our Interstate 10 and US 395 projects), and potentially on vehicle charging stations for the Environmental Protection Agency (EPA) Climate Pollution Reduction Grants (CPRG) Program.

Each of the current and future state and federal grant programs have their own unique aspects that require tradeoffs between opportunity, local benefit, potential risk, and staff capacity. But rather than come to the Board with questions on each one, when lead time is often short on making go/no-go decisions, staff is seeking general guidance from the Board with respect to participation in residential related program to assist staff in making grant-specific decisions, and in laying out a grant-funding strategy.

Financial Impact:

This item has no financial impact on the adopted Budget for Fiscal Year 2023/2024. A future budget amendment will be required if SBCOG receives EBD Program funds directly.

Reviewed By:

This item has not received prior policy committee or technical advisory committee review. This item is going directly to Board because of the need to convey to our agency partners the SBCTA/SBCOG position on our involvement with residential energy programs for the upcoming CEC Residential Decarbonization Grant Program. An initial discussion was held earlier in March with I-REN Executive Committee representatives and SCAG Delegates.

Responsible Staff:

Steve Smith, Director of Planning & Regional Programs

Approved
Board of Directors
Date: April 3, 2024

Witnessed By:

Attachment 1. Notice of CEC Pre-Solicitation Workshop	
Docket Number:	22-DECARB-03
Project Title:	Equitable Building Decarbonization Program
TN #:	254652
Document Title:	Notice of Equitable Building Decarbonization Program Pre-Solicitation Workshop
Description:	March 14, 2024 Pre-Solicitation Workshop for Equitable Building Decarbonization Direct Install Program
Filer:	Katelynn Webster
Organization:	California Energy Commission
Submitter Role:	Commission Staff
Submission Date:	2/23/2024 12:16:57 PM
Docketed Date:	2/23/2024

CALIFORNIA ENERGY COMMISSION

715 P Street
Sacramento, California 95814

energy.ca.gov

CEC-70 (Revised 7/22)

*IN THE MATTER OF:*

*Equitable Building Decarbonization
Direct Install Program*

DOCKET NO. 22-DECARB-03

NOTICE OF REMOTE-ACCESS WORKSHOP

RE: Equitable Building Decarbonization Direct
Install Program

Notice of Pre-Solicitation Workshop for Equitable Building Decarbonization Direct Install Program

March 14, 2024

10:00 a.m. – 1:00 p.m. (PST)

Remote Access Only
See Attendance Instructions

<https://energy.zoom.us/j/81642877081?pwd=SkNoZmc1L0Q4LzlyOG5Kd3M1aENBdz09>
Webinar ID: 816 4287 7081 and passcode: 360011

The California Energy Commission (CEC) will host a remote-access workshop to seek input on the draft solicitation for the Equitable Building Decarbonization (EBD) Direct Install program regional administrators.

The public can participate in the workshop consistent with the attendance instructions below. The CEC aims to begin promptly at the start time posted and the end time is an estimate based on the proposed agenda. The workshop may end sooner or later than the posted end time.

Agenda

Staff will provide an overview of the EBD Direct Install Program's draft solicitation for three regional administrators. Topics will include applicant eligibility requirements, budget, scope of work, timeline, scoring criteria, integration of the Inflation Reduction Act (IRA) Home Efficiency Rebate (HOMES) Program funding and requirements, and opportunities for prospective administrators to find partners using the Empower Innovation website. There will be opportunities for the public to ask questions and provide comments during the workshop.

A more detailed schedule will be posted prior to the workshop on the [CEC Event Calendar](https://www.energy.ca.gov/event-calendar), <https://www.energy.ca.gov/event-calendar>, and in the EBD Docket, [22-DECARB-03](https://efiling.energy.ca.gov/Lists/DocketLog.aspx?docketnumber=22-DECARB-03), at <https://efiling.energy.ca.gov/Lists/DocketLog.aspx?docketnumber=22-DECARB-03>.

Background

The State of California is committed to a just and equitable transition to carbon neutrality by 2045. Residential and commercial buildings account for about 25 percent of California’s greenhouse gas emissions, so the decarbonization of existing buildings is essential to achieving the state’s carbon neutrality goal.

In September 2022, Governor Newsom signed Assembly Bill 209 (Committee on Budget, Chapter 251, Statutes of 2022), which directs CEC to develop and implement a new Equitable Building Decarbonization Program. The program includes two components: a direct install program focused on low-income and moderate-income households, and a statewide incentive program to accelerate deployment of low-carbon building technologies. The direct install program will give preference to buildings located in underresourced communities and to buildings owned or managed by a California Native American tribe or a California tribal organization, and buildings owned by members of California Native American tribes.

The CEC adopted the EBD Direct Install Program Guidelines on October 18, 2023. The Guidelines outline the initial rules and requirements for the program, including funding allocations, household and property eligibility requirements, and eligible measures. The EBD Direct Install Program will be administered separately in Northern, Central, and Southern California to better ensure a broad distribution of funds by three regional administrators. Regional administrator teams will be required to include community-based organizations (CBOs) and ensure culturally appropriate outreach, education, and support for participating households and communities, and to have expertise in residential building decarbonization, including decarbonization of single-family homes, multifamily buildings, and manufactured housing.

The draft solicitation states CEC’s intent to integrate a portion of the \$292 million in funding from the IRA HOMES program into the EBD Direct Install Program, pending U.S. Department of Energy (DOE) approval, to realize implementation efficiencies and allow more funding to go directly to decarbonization activities that benefit Californians. While funding is formula-driven (non-competitive), states must submit applications to DOE that include detailed plans covering program design criteria in accordance with the HOMES Program Requirements.

Following the workshop, the solicitation will be finalized and published.

Remote Attendance Instructions

Participants may join via Zoom by internet or phone.

- **To join via Zoom.** Click on <https://energy.zoom.us/j/81642877081?pwd=SkNoZmc1L0Q4LzlyOG5Kd3M1aENBdz09> or login in at <https://zoom.us/> and enter the Webinar ID 816 4287 7081 and passcode 360011 and follow all prompts.
- **To join by telephone.** Call toll-free at (888) 475-4499 or toll at (669) 219-2599. When prompted, enter the Webinar ID 816 4287 7081 and passcode 360011.

- **Zoom Closed Captioning Service.** At the bottom of the screen, click the Live Transcript CC icon and choose "Show Subtitle" or "View Full Transcript" from the pop-up menu. To stop closed captioning, close the "Live Transcript" or select "Hide Subtitle" from the pop-up menu. If joining by phone, closed captioning is automatic and cannot be turned off. While closed captioning is available in real-time, it can include errors. A more accurate transcript of the workshop will be docketed and posted as soon as possible after the meeting concludes.
- **Zoom Difficulty.** Contact Zoom at (888) 799-9666 ext. 2, or the CEC Public Advisor at publicadvisor@energy.ca.gov, or by phone at (916) 957-7910.

Public Comment

Written and oral comments, attachments, and associated contact information (including address, phone number, and email address) will become part of the public record of this proceeding with access available via any internet search engine.

- **Oral comments** will be accepted at the end of the workshop. Comments may be limited to three minutes or less per speaker and one person per organization. To comment via Zoom, use the "raise hand" feature so the workshop administrator can announce your name and unmute you. To comment via telephone, press *9 to "raise your hand" and *6 to mute/unmute.
- **Written comments** may be submitted to the Docket Unit by 5:00 p.m. on **March 29, 2024**. The CEC encourages the use of its electronic commenting system. Please note the two workshops have different dockets. If your comments cover topics in both workshops, please submit to both dockets. To submit comments on the Draft Solicitation for EBD Direct Install Program, visit the e-commenting page for the EBD Program docket [22-DECARB-03](https://efiling.energy.ca.gov/EComment/EComment.aspx?docketnumber=22-DECARB-03), at <https://efiling.energy.ca.gov/EComment/EComment.aspx?docketnumber=22-DECARB-03>. Enter your contact information and a subject title that describes your comment. Comments may be included in the "Comment Text" box or attached as a downloadable, searchable document in Microsoft® Word or Adobe® Acrobat®, consistent with title 20 of the California Code of Regulations, section 1208.1. The maximum file size allowed is 10 MB. Written comments may also be submitted by email. Include docket number 22-DECARB-03 and EBD Program in the subject line and email to docket@energy.ca.gov.

A paper copy may be mailed to:

California Energy Commission
Docket Unit, MS-4
Docket No. 22-DECARB-03
715 P Street
Sacramento, California 95814

Public Advisor. The CEC's Public Advisor assists the public with participation in CEC proceedings. To request assistance, interpreting services, or reasonable modifications and accommodations, call (916) 957-7910 or email publicadvisor@energy.ca.gov as soon as possible but at least five days in advance of the workshop. The CEC will work diligently to meet all requests based on availability.

Media Inquiries. Email mediaoffice@energy.ca.gov or call (916) 654-4989.

Technical Subject and General Inquiries. For questions on the draft solicitation for the EBD Direct Install, please email Susan Mills at susan.mills@energy.ca.gov or call at (916) 903-4686.

Availability of Documents: Documents and presentations for this meeting will be available at [22-DECARB-03](https://efiling.energy.ca.gov/Lists/DocketLog.aspx?docketnumber=22-DECARB-03), at <https://efiling.energy.ca.gov/Lists/DocketLog.aspx?docketnumber=22-DECARB-03>.

When new information is posted, an email will be sent to those subscribed to the following email topics: Adaptation; Barriers Report SB 350; Decarbonization Topics; Disadvantaged Communities Advisory Group; Efficiency Topics; Energy Efficiency Programs for Existing Buildings; Federal IRA Residential Incentives; Health, Equitable Energy Transition (HEET) Working Group; Tribal Program.

To receive these notices or notices of other email subscription topics, visit [Subscriptions](https://www.energy.ca.gov/subscriptions), at <https://www.energy.ca.gov/subscriptions>. The [Equitable Building Decarbonization Program webpage](https://www.energy.ca.gov/programs-and-topics/programs/equitable-building-decarbonization-program) can be found at <https://www.energy.ca.gov/programs-and-topics/programs/equitable-building-decarbonization-program>.

Dated: February 20, 2024, at Sacramento, California.

Deana Carrillo
Director of the Reliability, Renewable Energy, and Decarbonization Initiatives Division

Subscriptions:

Adaptation; Barriers Report SB 350; Decarbonization Topics; Disadvantaged Communities Advisory Group; Efficiency Topics; Energy Efficiency Programs for Existing Buildings; Federal IRA Residential Incentives; Health, Equitable Energy Transition (HEET) Working Group; Tribal Program

Attachment 2

Excerpt from CEC Residential Decarbonization Program Guidelines

Eligible GHG Reduction Measures (pages 13-17 of Guidelines)

I. Eligible Measures

1. Required Measures

All building retrofits conducted by the program will, at a minimum, include the following elements.

- a) Replace existing gas-fired¹⁹ heating equipment with a heat pump for space heating and cooling, or replace an existing gas-fired water heater with a heat pump water heater.
- b) At the conclusion of the retrofit, at least two of the following four end uses in the building must be electric: space heating, water heating, cooking, and clothes drying. Full building electrification is encouraged but not required.

2. Eligible Measures

Table 4 lists all measures that are eligible for funding through the program. All work funded by the program requires a California contractors' license. Work must comply with applicable standards and manufacturers' installation instructions and obtain required permits.

¹⁹ In this document, "gas-fired" refers to equipment fueled by natural gas, propane, or another fossil fuel.

Table 4: Eligible Measures

Category	Measure	Details
Heating and Cooling	Heat pump for space heating and cooling	<p>Eligible as a replacement for gas-fired or electric resistance heating equipment.</p> <p>Must meet the highest efficiency tier (not including any advanced tier) established by the Consortium for Energy Efficiency (CEE).²⁰</p> <p>Equipment installed on or after 7/1/24 must use refrigerant with global warming potential (GWP) less than 750.²¹</p> <p>Installer must possess U.S. Environmental Protection Agency Section 608 Technician Certification.²²</p> <p>Home Energy Rating System (HERS) field verification and diagnostic testing is required consistent with the California Energy Code.</p>
Heating and Cooling	Duct testing/sealing, and/or new ducts, returns, and registers	Duct testing/sealing is required in conjunction with installation of a ducted heat pump for space heating and cooling consistent with the California Energy Code.
Heating and Cooling	Occupant controlled smart thermostat	<p>Required in buildings with central heating/cooling system, if not already present.</p> <p>Must be certified compliant with Joint Appendix 5 (JA5) of the California Energy Code.</p>
Heating and Cooling	Ceiling fan or whole-house fan	Ceiling fans must be ENERGY STAR®-certified.

20 Residential products meeting CEE's Highest Tier (not Advanced Tier) are listed at <https://www.ahrinet.org/certification/cee-directory>. Where CEE standards vary by climate region, the applicable standards are those for the CEE South region, which includes California.

21 In addition, the CEC encourages the installation of heat pumps that use low or ultra-low GWP refrigerants. Low GWP is defined as GWP of less than 150, and ultra-low GWP is defined as GWP of less than 10.

22 Section 608 certification is required for technicians who "maintain, service, repair, or dispose of equipment that could release refrigerants into the environment." More information is available from the U.S. Environmental Protection Agency at <https://www.epa.gov/section608/section-608-technician-certification>.

Category	Measure	Details
Building Envelope	Air sealing	
Building Envelope	Insulation	
Building Envelope	Solar window film	Must be certified by the National Fenestration Rating Council.
Water Heating	Heat pump water heater (unitary)	<p>Eligible as a replacement for a gas-fired or electric resistance water heater.</p> <p>240V heat pump water heaters must meet Northwest Energy Efficiency Alliance (NEEA) Advanced Water Heater Specification for Integrated or Split-System Heat Pump Water Heaters at Tier 3 or higher; 120V heat pump water heaters must meet NEEA Advanced Water Heater Specification for Plug-In Heat Pump Water Heaters at Tier 2 or higher.</p> <p>Must be certified compliant with Joint Appendix 13 (JA13) of the California Energy Code and installed in accordance with JA13 specifications.</p> <p>Must meet the highest efficiency tier (not including any advanced tier) established CEE.²³</p>
Water Heating	Heat pump water heater (central)	<p>Eligible as a replacement for a gas-fired or electric resistance water heating system.</p> <p>Must appear on CEC's Central Heat Pump Water Heater Performance Map Certification List.²⁴</p>

²³ Residential products meeting CEE's Highest Tier (not Advanced Tier) are listed at <https://www.ahrinet.org/certification/cee-directory>.

²⁴ [CEC Central Heat Pump Water Heater Performance Map Certification List](https://www.energy.ca.gov/rules-and-regulations/building-energy-efficiency/manufacture-certification-building-equipment-8) is available at <https://www.energy.ca.gov/rules-and-regulations/building-energy-efficiency/manufacture-certification-building-equipment-8>.

Category	Measure	Details
Water Heating	Low-flow showerheads and faucets	Low-flow showerheads are required in conjunction with heat pump water heater installation, if not already present. Must be WaterSense certified and comply with California Title 20 standard for water efficiency.
Cooking	Induction range or cooktop	Only eligible as a replacement for a gas range or cooktop. Provide gift card for purchase of compatible cookware.
Laundry	Electric clothes dryer (heat pump or electric resistance)	Only eligible as a replacement for a gas clothes dryer. Must be ENERGY STAR-certified.
Lighting	Light-emitting diode (LED) bulbs and fixtures	Replace interior and exterior incandescent, compact fluorescent, halogen, and T12 linear fluorescent bulbs with LED. New fixtures may be installed where existing bulbs cannot be upgraded. Must be certified compliant with Joint Appendix 8 (JA8) of the California Energy Code.
Indoor air quality	Air filtration	Replace existing air filter with a Minimum Efficiency Reporting Value (MERV) 13-rated filter, and associated modifications needed to comply with pressure drop requirements in the California Energy Code.
Electrical	Electrical wiring and panel upsizing	Upgrades and new wiring needed to enable full electrification of the building. ²⁵ Excludes upgrades on the utility side of the meter and distribution system upgrades, which are ineligible for program funding. Subject to cost caps (see Table 5). See Section 5, Electrical Upgrades.

²⁵ This may include wiring to support electric vehicle charging, but not the cost of an electric vehicle charging station.

Category	Measure	Details
Electrical	Automatic circuit sharing devices	See Section 5, Electrical Upgrades.
Remediation and safety	May include construction needed to create physical space for decarbonization measures, repair of roof or envelope leaks/damage, remediation of galvanized pipe, lead paint, asbestos, and/or mold, installation of smoke and carbon monoxide alarms, ventilation, and other work needed to bring property up to code.	Subject to cost caps (see Table 5).

Source: CEC staff

3. Ineligible Measures

The following measures are not eligible for funding through this program. However, administrators are encouraged to coordinate with complementary programs that offer these measures.

- Solar photovoltaic systems.
- Battery storage not directly integrated into one of the four key appliances identified in Section 1 above.
- Window replacement (other than for remediation/safety).

The following measures are not eligible for funding through this program.

- Any new system or equipment that uses natural gas, propane, or any other fossil fuel.
- Installation of electric resistance heating to serve as the primary heat source for a home.

4. Product Availability Constraints

Administrators may submit to the CEC Executive Director a request to approve equipment that does not meet the eligibility criteria listed in Table 4 if eligible equipment is not available on the market or is subject to lengthy delays in availability. Such requests must include documentation of the product availability constraint and specifications of the proposed substitute equipment in relation to the eligibility criteria listed in Table 4.

The Executive Director shall review and approve a request to substitute equipment if the Administrator provides: (1) proof of product unavailability exceeding 12 weeks, and (2) proof that no alternative product meeting the eligibility criteria is available. The proposed substitute equipment shall be selected to minimize the impact on the goals of the program and shall not use natural gas, propane, or any other fossil fuel. An approval to substitute equipment will be

ADDITIONAL INFORMATION

BOARD OF DIRECTORS ATTENDANCE RECORD – 2024

Name	Jan	Feb	March	April	May	June	July	Aug DARK	Sept	Oct	Nov	Dec
Paul Cook Board of Supervisors	X	X	X									
Jesse Armendarez Board of Supervisors	X	X	X									
Dawn Rowe Board of Supervisors	X	X	X									
Curt Hagman Board of Supervisors		X	X									
Joe Baca, Jr. Board of Supervisors	X	X	X									
Daniel Ramos City of Adelanto	X	X	X									
Art Bishop Town of Apple Valley	X	X	X									
Carmen Hernandez City of Barstow	*	X	X									
Rick Herrick City of Big Bear Lake		X	*									
Eunice Ulloa City of Chino	X	X	X									
Ray Marquez City of Chino Hills	X	X	X									
Frank Navarro City of Colton	X	X	X									
Acquanetta Warren City of Fontana	X	X	X									
Sylvia Robles City of Grand Terrace	X	X	*									
Rebekah Swanson City of Hesperia	X	X	X									
Larry McCallon City of Highland	X	*	X									

Communication: Attendance (Additional Information)

X = member attended meeting. * = alternate member attended meeting. Empty box = did not attend meeting. Crossed out box = not a Board Member at the time. Shaded box=no meeting

BOARD OF DIRECTORS ATTENDANCE RECORD – 2024

Name	Jan	Feb	March	April	May	June	July	Aug DARK	Sept	Oct	Nov	Dec
Bhavin Jindal City of Loma Linda	X	X	X									
John Dutrey City of Montclair	X	X	X									
Janet Jernigan City of Needles		X	X									
Alan Wapner City of Ontario	X		X									
L. Dennis Michael City of Rancho Cucamonga	X	X	X									
Paul Barich City of Redlands												
Deborah Robertson City of Rialto												
Helen Tran City of San Bernardino		*	X									
Joel Klink City of Twentynine Palms	X		X									
Rudy Zuniga City of Upland	*	X	X									
Debra Jones City of Victorville	X	X	X									
Bobby Duncan City of Yucaipa	X	X	X									
Rick Denison Town of Yucca Valley	X	X	X									
Catalino Pining Ex-Official Member	X	X	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
S RTP	Short Range Transit Plan
STAF	State Transit Assistance Funds
STIP	State Transportation Improvement Program
STP	Surface Transportation Program
TAC	Technical Advisory Committee
TCIF	Trade Corridor Improvement Fund
TCM	Transportation Control Measure
TCRP	Traffic Congestion Relief Program
TDA	Transportation Development Act
TEA	Transportation Enhancement Activities
TEA-21	Transportation Equity Act for the 21 st Century
TMC	Transportation Management Center
TMEE	Traffic Management and Environmental Enhancement
TSM	Transportation Systems Management
TSSDRA	Transit System Safety, Security and Disaster Response Account
USFWS	United States Fish and Wildlife Service
VCTC	Ventura County Transportation Commission
VVTA	Victor Valley Transit Authority
WRCOG	Western Riverside Council of Governments

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 Bobby Duncan Helen Tran	Carmen Hernandez Daniel Ramos Art Bishop	John Dutrey

Communication: Representatives on SCAG Committees (Committee Membership)

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.

SBCTA/SBCOG 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.	12/31/25 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)

SBCTA/SBCOG 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
<p>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.</p> <p>*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</p>	<p>Makes recommendations to Board of Directors and: (1) Provides general policy oversight which spans the multiple program responsibilities of the organization and maintains the comprehensive organization integrity; (2) Provides policy direction with respect to administrative issues, policies, budget, finance, audit, and personnel issues for the organization; (3) Serves as policy review committee for any program area that lacks active policy committee oversight.</p> <p>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.</p> <p>(Brown Act)</p>	<p><u>West Valley</u> Ray Marquez, Chino Hills (Chair/Vice President) Acquanetta Warren, Fontana Alan Wapner, Ontario Curt Hagman, Supervisor</p> <p><u>East Valley</u> Frank Navarro, Colton Larry McCallon, Highland Dawn Rowe, Supervisor (Vice Chair/President) Joe Baca, Jr., Supervisor (MVSS Chair)</p> <p><u>Mountain/Desert</u> Art Bishop, Apple Valley (Past President) Debra Jones, Victorville Rick Denison, Yucca Valley (TC Chair) Paul Cook, Supervisor (MDC Chair)</p> <p>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.</p>	<p>6/30/2024 6/30/2024 6/30/2024 6/30/2024</p> <p>6/30/2024 6/30/2024 6/30/2024 6/30/2024</p> <p>6/30/2024 6/30/2024 6/30/2024 6/30/2024</p>
<p>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.</p>	<p>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.</p> <p>* SCRRA Primary Member ** SCRRA Alternate Member</p> <p>(Brown Act)</p>	<p>Rick Denison, Yucca Valley (Chair) John Dutrey, Montclair** (Vice Chair) Eunice Ulloa, Chino Ray Marquez, Chino Hills** Frank Navarro, Colton Acquanetta Warren, Fontana Larry McCallon, Highland* Alan Wapner, Ontario* L. Dennis Michael, Rancho Cucamonga Dawn Rowe, Supervisor Joe Baca, Jr., Supervisor Vacant</p>	<p>12/31/2024 (6/30/2024) Indeterminate (6/30/2024) 12/31/2024 Indeterminate 12/31/2025 12/31/2025 Indeterminate Indeterminate 12/31/2025 12/31/2024 12/31/2024</p>

Communication: Committee Membership (Committee Membership)

I-10 and I-15 Corridor Joint Sub-Committee

Joint Sub-Committee	PURPOSE	MEMBERSHIP	TERMS
<p>I-10 and I-15 Corridor Joint Sub-Committee of the Board of Directors Metro Valley Study Session and the Mountain/Desert Policy Committee</p> <p>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.</p>	<p>The purpose is to consider and make recommendations to the Board of Directors on the development of express lanes in San Bernardino County, in particular on the I-10 and I-15 Corridors.</p> <p>(Brown Act)</p>	<p>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</p>	<p>12/31/2024 12/31/2024 12/31/2024 12/31/2024 12/31/2024 12/31/2024 12/31/2024 12/31/2024</p>

Public and Specialized Transportation Advisory and Coordinating Council (PASTACC)

COMMITTEE	PURPOSE	MEMBERSHIP	TERMS
<p>Public and Specialized Transportation Advisory and Coordinating Council (PASTACC)</p> <p>Membership consists of 11 members appointed by the SBCTA Executive Director.</p> <p>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</p>	<p>Subject to the Transportation Development Act (TDA) Section 99238 – establishes PASTACC’s statutory responsibilities;</p> <p>(1) Review and make recommendations on annual Unmet Transit Needs hearing findings (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</p> <p>(Brown Act)</p>	<p>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</p> <p>At Large Membership – San Bernardino Dept. of Aging and Adult Services Foothill Aids Anthesis Reach Out Morongo Basin Loma Linda University Health</p>	<p>On-going On-going On-going On-going On-going On-going</p> <p>5/31/2024 9/30/2026 9/30/2026 6/30/2025 5/31/2024</p>

Communication: Committee Membership (Committee Membership)

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> <ul style="list-style-type: none"> 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. 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. 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. 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. E. One public member, who possesses the knowledge and skills which will be helpful to the work of the ITOC. <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>

Communication: Committee Membership (Committee Membership)

SBCTA Ad Hoc Committees

The Brown Act does not apply to ad hoc or temporary advisory committees composed of less than a majority of the Board or a standing policy committee. The President of the Board of Directors may designate ad hoc committees to study specific projects or matters for a set time frame subject to the concurrence of the Board of Directors, and shall make appointments to the ad hoc committees. When the subject matter of the ad hoc committee is of relevance to the geographical region of the County as a whole, geographical representation should be considered and if there is lack of interested members to ensure geographical balance the Board President may seek out participation from specific members.

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>

<p>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, for a term ending December 31, 2023. On December 6, 2023, the Board approved a 6-month extension of this ad hoc, for a new term ending June 30, 2024. On February 7, 2024, the Board approved a 6-month extension of this ad hoc, for a new term ending December 31, 2024.</p>	<p>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, 2024.</p>	<p>Eunice Ulloa, Chino Deborah Robertson, Rialto Alan Wapner, Ontario L. Dennis Michael, Rancho Cucamonga Daniel Ramos, Adelanto Rick Denison, Yucca Valley Curt Hagman, Supervisor</p>
<p>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. At the Board Workshop on November 30, 2023, the Board approved a 1-year extension of this ad hoc, for a new term ending December 31, 2024</p>	<p>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, 2024.</p>	<p>Art Bishop, Apple Valley Larry McCallon, Highland Alan Wapner, Ontario L. Dennis Michael, Rancho Cucamonga Joel Klink, Twentynine Palms Debra Jones, Victorville</p>

SBCTA Technical Advisory Committees

COMMITTEE	PURPOSE	MEETING SCHEDULE
<p>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.</p>	<p>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.</p>	<p>Generally meets on the first Monday of each month at 1:30 PM, at SBCTA.</p>
<p>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.</p>	<p>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.</p>	<p>Meets bimonthly on the first Thursday of the month at 10:00 AM, at SBCTA.</p>
<p>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>	<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. The PDTF is not a Brown Act Committee.</p>	<p>Meets the 4th Wednesday of each month at 2:00 p.m. at the Santa Fe Depot (in the SCAG Office).</p>

Communication: Committee Membership (Committee Membership)

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.
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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