

AGENDA

Board of Directors Metro Valley Study Session

September 15, 2022

*****Start Time: 9:30 AM*****

Location

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

Board of Directors

Valley Representatives

Study Session Chair

Dawn Rowe, Supervisor
Third District

Study Session Vice-Chair

John Valdivia, Mayor
City of San Bernardino

Eunice Ulloa, Mayor
City of Chino

Ray Marquez, Mayor
City of Chino Hills

Frank Navarro, Mayor
City of Colton

Acquanetta Warren, Mayor
City of Fontana

Darcy McNaboe, Mayor
City of Grand Terrace

Larry McCallon, Mayor
City of Highland

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

John Dutrey, Mayor
City of Montclair

Alan Wapner, Mayor Pro Tem
City of Ontario

L. Dennis Michael, Mayor
City of Rancho Cucamonga

Paul Barich, Mayor
City of Redlands

Deborah Robertson, Mayor
City of Rialto

Carlos A. Garcia, Council Member
City of Upland

David Avila, Mayor
City of Yucaipa

Mountain/Desert Representatives

Daniel Ramos, Mayor Pro Tem
City of Adelanto

Art Bishop, Mayor Pro Tem
Town of Apple Valley

Paul Courtney, Mayor
City of Barstow

Rick Herrick, Mayor
City of Big Bear Lake

Rebekah Swanson, Council Member
City of Hesperia

Edward Paget, Vice Mayor
City of Needles

Joel Klink, Council Member
City of Twentynine Palms

Debra Jones, Mayor
City of Victorville

Rick Denison, Mayor Pro Tem
Town of Yucca Valley

County Board of Supervisors

Paul Cook, First District

Janice Rutherford, Second District

Curt Hagman, Fourth District

Joe Baca, Jr., Fifth District

Interim Ex-Officio Member – Diane Morales, Caltrans

Ray Wolfe, Executive Director

Julianna Tillquist, General Counsel

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

AGENDA

Board of Directors Metro Valley Study Session

September 15, 2022

9:30 AM

Location

**First Floor Lobby Board Room
1170 W. 3rd Street, San Bernardino, CA 92410**

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
- iv. Agenda Notices/Modifications - Ashley Izard

Possible Conflict of Interest Issues

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

1. Information Relative to Possible Conflict of Interest

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

This item is prepared for review by Board of Directors and Committee Members.

Pg. 9

CONSENT CALENDAR

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

Consent - Project Delivery

2. Construction Contract Change Orders to On-Going Construction Contracts

Pg. 13

Receive and file Change Order Report.

Presenter: Henry Stultz

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

DISCUSSION ITEMS

Discussion - Project Delivery

3. Construction and Maintenance Agreement for Euclid Avenue Pedestrian Gates, City of Upland Metrolink Active Transportation Program Phase II Project

Pg. 26

That the following be reviewed and recommended for final approval by the Board of Directors, acting as the San Bernardino County Transportation Authority (SBCTA), at a regularly scheduled Board meeting:

Approve Contract No. 22-1002791 with Southern California Regional Rail Authority (SCRRA), the City of Upland, and SBCTA for defining roles, responsibilities, and funding for the construction and maintenance of the new Euclid Avenue Pedestrian Gates in the City of Upland. These responsibilities include provisions whereby SBCTA constructs the civil and pedestrian safety improvements at the SCRRA rail line, the City of Upland maintains said street improvements upon completion of construction, and SBCTA pays for actual costs for SCRRA construction support, and other SCRRA expenses defined in the agreement at an estimated cost of \$671,870.40.

Presenter: Khalid Bazmi

This item is not scheduled for review by any other policy committee or technical advisory committee. SBCTA General Counsel, Procurement Manager and Risk Manager have reviewed this item and the draft agreement.

4. Interstate 15 Corridor Freight and Express Lanes Project - Contract 1 Toll Service Provider Contract Option

Pg. 135

That the following be reviewed and recommended for final approval by the Board of Directors, acting as the San Bernardino County Transportation Authority (SBCTA), at a regularly scheduled Board meeting:

A. Approve an Option Toll Services Project Supplement to Contract No. 17-1001617 with TransCore, LP to exercise its option for the Interstate 15 (I-15) Corridor Freight and Express Lanes Project - Contract 1 in the amount of \$10,115,481.10 increasing the contract not-to-exceed value to \$37,955,107.99 and waive the five (5) year maximum contract term as stipulated in SBCTA Procurement and Special Risk Assessment Policy No. 11000.

B. Authorize the Executive Director, or his designee, to execute the Option Toll Services Project Supplement to Contract No. 17-1001617 with TransCore, LP upon approval as to form by SBCTA General Counsel.

Agenda Item 4 (cont.)

C. Approve contingency in a not-to-exceed amount of \$1,011,500.00 over the term of the Option Toll Services Project Supplement for the I-15 Corridor Freight and Express Lanes Project - Contract 1 for a new not-to-exceed contract contingency amount of \$2,866,500.00; and authorize the Executive Director, or his designee, to release contingency as necessary for the I-15 Corridor Freight and Express Lanes Project - Contract 1.

Presenter: Timothy Byrne

This item is not scheduled for review by any other policy committee or technical advisory committee. SBCTA General Counsel, Procurement Manager and Risk Manager have reviewed this item and the draft amendment.

Discussion - Transportation Programming and Fund Administration

5. Measure I Valley Interchange Projects Program Bonding Options

Pg. 218

That the following be reviewed and recommended for final approval by the Board of Directors, acting as the San Bernardino County Transportation Authority, at a regularly scheduled Board meeting:

Approve bonding as necessary against future Measure I revenue in the Measure I 2010-2040 Valley Subarea Interchange Projects Program to allow for the Interstate 10/Mount Vernon Avenue Interchange Project to proceed to construction on schedule.

Presenter: Andrea Zureick

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

Public Comment

Brief Comments from the General Public

Comments from Board Members

Brief Comments from Board Members

ADJOURNMENT

Additional Information

Attendance

Pg. 222

Acronym List

Pg. 224

Mission Statement

Pg. 226

**The next Board of Directors Metro Valley Study Session is scheduled for
October 13, 2022.**

Meeting Procedures and Rules of Conduct

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

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

Agendas – All agendas are posted at www.gosbcta.com/board/meetings-agendas/ at least 72 hours in advance of the meeting. Staff reports related to agenda items may be reviewed online at that web address. Agendas are also posted at 1170 W. 3rd Street, 1st Floor, San Bernardino at least 72 hours in advance of the meeting.

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

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

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

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

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

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

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

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

Attendance.

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

Basic Agenda Item Discussion.

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

The Vote as specified in the SANBAG Bylaws.

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

Amendment or Substitute Motion.

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

Call for the Question.

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

The Chair.

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

Courtesy and Decorum.

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

Adopted By SANBAG Board of Directors January 2008

Revised March 2014

Revised May 4, 2016

Minute Action

AGENDA ITEM: 1

Date: *September 15, 2022*

Subject:

Information Relative to Possible Conflict of Interest

Recommendation:

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

Background:

In accordance with California Government Code 84308, members of the SBCTA 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:

Consent/Discussion Calendar Items

Item No.	Contract No.	Principals & Agents	Subcontractors
2	19-1002078	Guy F. Atkinson Construction, LLC (dba Guy F. Atkinson) <i>Timothy Stroud</i>	All American Asphalt Cal Stripe, Inc. Case Pacific Company Commercial Metals Company Cooper Engineering, Inc. Coral Construction Company DeesBurke Engineering Contractors, LLC Diverscape, Inc. Dywidag Systems International USA, Inc. Ferreira Construction Company, Inc. Foundation Pile, Inc. Harber Companies, Inc. L. Johnson Construction, Inc. Maneri Traffic Control, Inc. Penhall Company Treesmith Enterprises, Inc. Universal Construction
	20-1002290	SEMA Construction, Inc. <i>Joshua Clyne</i>	Alcorn Fence Company Amber Steel Co. Cal Stripe, Inc. Ferreira Construction Co, Inc. Hardy & Harper, Inc. Malcolm Drilling Company, Inc. Marina Landscape, Inc.

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

Board of Directors Metro Valley Study Session Agenda Item

September 15, 2022

Page 2

2 cont.			Statewide Traffic Safety & Signs, Inc.
	17-1001599	Lane-Security Paving Joint Venture <i>Giuseppe Quarta</i> <i>Joseph Ferndino</i>	Aegis Project Controls Corp. A.M. Concrete Antigo Construction Apex Logistics Arellano Associates, LLC BC Traffic Rentals Boral Resources, LLC Bridge Deck Solutions C Below CalPortland Company Cal-Stripe Cemex CGO Construction CH2M Hill Engineers, Inc. CMC Commercial Metals Conco Pumping Con-Fab California CTI Milling CW Allied, Inc. Diversified Landscape Dywidag Systems EBS General Engineering, Inc. ECS Euclid Chemical Company Ferreira Construction Fitzgerald Formliners Fleming & Sons Concrete Forefront Deep Foundations Foundation Pile FPL and Associates, Inc. Fryman Management, Inc. 2G3 Quality, Inc. G&F Concrete Cutting Global Road Sealing Golden State Boring & Pipe Hanes Geo Components Harber Companies Highlight Electric Irvine Pipe Company ISCO Industries JC Supply & Manufacturing JT Construction Products, LLC L Johnson Construction L.B. Foster Construction

Board of Directors Metro Valley Study Session Agenda Item

September 15, 2022

Page 3

2 cont.			Malcolm Drilling Company Michael Baker International, Inc. Miranda Logistics Murphy Industrial Coatings Pacific Corrugated Pipe Co. Peri Formworks Pipe Jacking Trenchless, Inc. Pro-Cast Products, Inc. PQM, Inc. The R. J. Noble Company Rupert Construction Supply Sierra Landscape Development Skyline Steel Spartan Mat, LLC Statewide Traffic Safety and Signs, Inc. Strength Transportation Management Titan Constructor Engineering V&A, Inc. Vulcan Materials
	19-1002181	Granite Construction Company <i>Kenneth B. Olson, Vice President</i>	Alcorn Fence Company Chrisp Company Drill Tech Drilling & Shoring Ferreira Construction Co., Inc. Integrity Rebar Placers Marina Landscape Statewide Traffic & Safety Signs

Item No.	Contract No.	Principals & Agents	Subcontractors
3	22-1002791	City of Upland <i>Bob Critchfield, Engineering Manager Assistant Director</i>	None
	22-1002791	Southern California Rail Authority (SCRRA) <i>Andrew Althorp</i>	None
4	17-1001617	TransCore, LP <i>Tracy Marks, P.E., President</i>	TJKM Transportation

Financial Impact:

This item has no direct impact on the budget.

Reviewed By:

This item is prepared for review by Board of Directors and Committee Members.

Board of Directors Metro Valley Study Session Agenda Item
September 15, 2022
Page 4

Responsible Staff:

Henry Stultz, Director of Project Delivery

Approved
Board of Directors Metro Valley Study Session
Date: September 15, 2022

Witnessed By:

San Bernardino Council of Governments
San Bernardino County Transportation Authority

Minute Action

AGENDA ITEM: 2

Date: September 15, 2022

Subject:

Construction Contract Change Orders to On-Going Construction Contracts

Recommendation:

Receive and file Change Order Report.

Background:

San Bernardino County Transportation Authority has thirteen (13) on-going construction contracts, of which four (4) have had Construction Change Orders (CCOs) approved since the last reporting to the Board of Directors Metro Valley Study Session on August 11, 2022. The CCOs are listed below.

A. Contract No. 19-1002078 with Guy F. Atkinson Construction, LLC, for the State Route 210 Lane Addition, Base Line Interchange and Pavement Rehabilitation Project: CCO No. 45 (\$15,000 increase for up light spacing conduit at Base Line).

B. Contract No. 20-1002290 with SEMA Construction, Inc., for the I-10 University Street Improvement Project: CCO No. 21, (\$7,500 increase for additional earthwork); CCO No. 6, Supplement 2 (\$11,500 increase for replacement of structural section); CCO No. 8 ((\$11,348.73) decrease from modification of signal controller); CCO No. 18 (\$2,500 increase to add master remote control valve); CCO No. 19 (\$6,000 increase for sewer line repair); CCO No. 22 (\$7,500 increase for additional push button pole installation); and CCO No. 23 (\$8,000 increase to repair electrical line).

C. Contract No. 17-1001599 with Lane-Security Paving Joint Venture, for the Interstate 10 Corridor Contract 1 Design Build Contract: CCO No. 67 (\$110,655 increase for Southern California Edison (SCE) Profile on Euclid Ave and Vineyard Ave and Asbestos Removal on the 6th Street bridge).

D. Contract No. 19-1002181 with Granite Construction Company for Archibald Avenue Improvements Project at State Route 60: CCO No. 9 (\$10,500 increase for early construction and completion of driveway No. 3); CCO No. 25 (\$25,788.84 increase for modification of weep hole elevation walls 15 and 16); CCO No. 32, Supplement 1 (\$32,000 increase to modify drainage systems 4 and 8); CCO No. 38, Supplement 1 (\$19,000 increase for additional profile grinding); CCO No. 39, Supplement 1 (\$30,000 increase in costs for modification of guard railing to meet safety standards); CCO No. 46 (\$34,971.61 increase to perform additional landscape); CCO No. 48 (\$20,000 increase to perform modification at the double check detector assembly location); and CCO No. 49 (\$13,400.81 increase to relocate Americans with Disabilities Act (ADA) curb ramp).

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. 0899 I-10 University Street Interchange.

Reviewed By:

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

Entity: San Bernardino County Transportation Authority

Board of Directors Metro Valley Study Session Agenda Item
September 15, 2022
Page 2

Responsible Staff:

Henry Stultz, Director of Project Delivery

San Bernardino County Transportation Authority

Approved
Board of Directors Metro Valley Study Session
Date: September 15, 2022
Witnessed By:

Board of Directors Metro Valley Study Session
Construction Change Orders Log

Archibald Avenue Improvements Project at SR 60 – Executed Change Orders		
Number	Description	Amount
3	Maintain Traffic	\$25,000.00
4	Maintain Existing Electrical Systems	\$15,000.00
5	Staging Changes	(\$267.57)
6	Partnering	\$20,000.00
7	SWPPP Maintenance	\$25,000.00
9	Early Construction and Completion of Driveway 3	\$10,500.00
10	Removal of Man-Made-Buried-Object	\$8,500.00
11	Revised Retaining Wall Details	\$0.00
12	Modify Irrigation Removal Plan and Irrigation Details	\$77,416.59
13	Water Line Revisions	\$55,889.00
14	Conflicting Palm Trees Removal	\$10,000.00
15	Combine Stages 2 and 3 for Retaining Wall 16	\$0.00
16	Drainage Systems Modifications	\$33,942.75
18	Revised Closure Hours and Irrigation Crossover	\$9,000.00
19	Install Temporary Overhead Power Poles	\$6,000.00
20	Furnish Two Fire Hydrants	\$15,553.94
21	Provide Power to Existing Caltrans TMS Sign	\$72,750.69
22	Pavement Revisions	\$72,994.62
23	Pavement Revisions	(\$31,247.42)
24	Irrigation Valve Repair	\$5,000.00
25	Modify Weep Hole Elevation Walls 15 and 16	\$25,788.84
26	Removal of Conflicting Trees	\$6,720.00
27	Abandon Conflicting Weigh In Motion System	\$36,028.10
28	Modify Existing Drainage Pipe and Structures	\$34,628.10
29	Modify Drainage Systems 10 and 11	(\$14,608.45)
31	Modify Conflicted Portion of Drainage System 17	\$35,000.00
32	Modify Drainage Systems 4 and 8	\$30,000.00
32 S-1	Additional Funds to Modify Drainage Systems 4 and 8	\$32,000.00
33	Install Video Detection Signal System at Archibald and Oak Hill Intersection	\$57,432.28
34	Relocation of the Double Close Detector Assembly at the Kuzina Property	\$18,000.00
36	Revise Stage Construction and Replace Pavement Types	\$98,911.97
37	Modify Existing Non-Standard Median Bull Nose	\$6,500.00
38	Dispute Resolution – Profile Grinding Pavement	\$20,000.00
38 S-1	Extra Work on Profile Grinding Pavement	\$19,000.00
39	Extend Midwest Guardrail System 25' to Meet Safety Requirement	\$15,000.00
39 S-1	Modification to Guardrail System to Meet Safety Requirement	\$30,000.00
40	Install Minor Concrete under Bridge Center Median	\$9,566.00
41	Furnish and Install Handrail along ADA Curb	\$15,200.00
42	Test Low Point to Assure Water Flow for On and Off Ramp	\$2,456.00
44	Remove and Replace Faulty Master Valve and Pressure Regulator	\$5,000.00
46	Additional Landscape	\$34,971.61
48	Modification of Double Check Detector Assembly	\$20,000.00
49	Relocate ADA Curb Ramp	\$13,400.81
CCO TOTAL		\$ 982,027.86
TOTAL CONTINGENCY AND SUPPLEMENTAL		\$2,122,333.00

Bolded - Construction Change Orders approved since the last reporting to the Metro Valley Study Session
Amounts shown in parentheses represent a credit to the Agency

Attachment: CCO Log (8867 : Construction Contract Change Orders MVSS2209)

SR 210 Lane Addition, Base Line I/C and Pavement Rehabilitation – Executed Change Orders		
Number	Description	Amount
1	Maintain Traffic SR 210 Lane Addition	\$300,000.00
2	Maintain Traffic SR 210 Base Line Interchange	\$50,000.00
3	Maintain Traffic SR 210 Pavement Rehabilitation	\$150,000.00
4	Partnering	\$100,000.00
5	Dispute Resolution Board	\$50,000.00
5 S-1	Revised Dispute Resolution Board Specifications	\$0.00
6	Federal Training Program	\$50,000.00
7	Storm Water Best Management Practice Maintenance	\$100,000.00
8	Existing Roadway Repair	\$80,000.00
8 S-1	Cold Mill and Overlay Shoulders	\$160,000.00
8 S-2	Roadway Repair	\$100,000.00
9	Bird Exclusionary Devices	\$50,000.00
10	Added Environmental Requirements	\$85,491.00
12	K-rail Relocation Due to A Public Incident	\$15,000.00
13	Revised Ramp Closure Charts	\$0.00
14	Revised Pile Layout for Retaining Wall 1021	\$24,312.00
15	Revisions to Santa Ana River Bridge Abutment 7-Right	\$4,035.00
16	Removal of Buried Man-Made Objects	\$75,000.00
16 S-1	Removal Buried Man-Made Objects Additional Funds	\$30,000.00
17	Repair of Existing Irrigation Crossovers	\$20,000.00
18	Agency Provided Street Name Signs	(\$4,832.59)
19	Removal of Asbestos Shims at Sterling Ave Bridge	\$12,017.12
20	Approach Slab and Abutment Drainage Modifications	\$25,000.00
21	Deck Drain Grates	\$7,000.00
22	Remove Concrete Slab and Bollards at Gas Station	\$8,000.00
23	Added Temporary Fence	\$10,000.00
24	Maint Existing Electrical Systems	\$30,000.00
27	CIDH Foundation and Pile Quantity Adjustment	\$26,218.00
28	Revised Shop Drawings Submittal Requirements	\$0.00
29	Oil Price Fluctuation Adjustment	\$250,000.00
30	Just in Time (JIT) Training	\$5,000.00
31	Extend Irrigation Crossovers	\$127,323.00
32	Change in Treated Wood Waste Management	\$122,450.00
33	Additional Fiber Optic Pullboxes	\$127,658.33
34	Roadway Profile Correction at Victoria Avenue	\$207,906.00
35	CIDH Pile Quantity Increase	\$11,266.00
36	Deletion of RW 1033	(\$254,924.32)
36 S-1	Additional Dowel Rebar for Concrete Barrier	\$5,000.00
37	Median Edge Drain Revisions	\$89,634.57
39	Add Pile Anchors	\$35,676.22
40	Value Engineering Change Proposal – RW 1092 Deletion	(\$228,102.82)
41	Drainage System Modification	\$23,627.00
42	Removal of Thickened Asphalt Concrete	\$40,000.00
43	Base Line Driveway Changes	\$15,000.00
44	Resolve Dispute – Differing Site Condition at Retaining Wall #1036	\$435,396.70
45	Up Light Spacing Conduit at Base Line	\$15,000.00
48	Sound wall 981 Tree Removal	\$5,995.00
49	Regrade Median Gutter	\$10,000.00

Bolded - Construction Change Orders approved since the last reporting to the Metro Valley Study Session
Amounts shown in parentheses represent a credit to the Agency

50	Differing Site Condition-Potential Claims 1, 2 and 3 Resolution	\$27,500.00
51	Settlement of Potential Claim No. 6 DSC at Plunge Creek	\$75,884.46
52	Grind Existing HMA Pavement win Median to Match Elevation at CRCP Joint	\$122,000.00
53	Landscape Irrigation Antenna Removal	\$5,000.00
54	Barrier Light Pole Support Modification	\$21,000.00
55	Additional Widening N. Side of Baseline Between Buckeye & SR210	\$69,000.47
57	Joint Seal Assembly Quantity Increase	\$19,197.00
59	Median Crossover Modifications	\$89,044.23
60	Hydro-seed Restoration Modifications	(\$8,252.67)
61	Additional Concrete Test Panel	\$1,541.00
61 S-1	Revised Concrete Stamp	\$3,600.00
62	NOPC No. 9 Resolution Damaged MBGR	\$50,000.00
63	Temporary K-Rail for Crossover	\$280,878.00
64	Irrigation, Trench Rock and Debris Removal	\$22,500.00
65	Revision to Sound Wall 1050 Block Face	\$48,710.82
CCO TOTAL		\$3,428,749.52
TOTAL CONTINGENCY AND SUPPLEMENTAL		\$34,927,690.07

Central Avenue Improvements Project at SR 60 – Executed Change Orders		
Number	Description	Amount
1	Establish and Maintain construction Field Office	\$150,000.00
2	Revise Plans – Shoulder Pavement Section	(\$21,291.00)
4	Temporary Striping	\$11,000.00
5	Maintain Traffic per Supplemental funds Provided	\$40,000.00
6	Establish Partnering per Specifications	\$20,000.00
7	Remove and Dispose of Illegal Dumping	\$20,000.00
8	Establish Dispute Review Board	\$15,000.00
10	Additional Move In for State 1 Clear and Grub	\$2,530.00
11	Maintain Electrical per Supplemental Funds Provided	\$15,000.00
12	Asbestos Abatement	\$41,185.00
13	Revise Irrigation Plans	\$0.00
14	Storm Water Protection per Supplemental Funds	\$40,000.00
15	Traffic Handling Plan Revision	\$20,000.00
17	Tree Removal	\$40,000.00
19	Soil Nail Wall Design Change	\$25,000.00
CCO TOTAL		\$418,424.00
TOTAL CONTINGENCY AND SUPPLEMENTAL		\$2,912,039.00

I-10 Tippecanoe Avenue Landscaping EEP – Executed Change Orders		
Number	Description	Amount
1	Replace Frost Damaged Plant Material	\$796.00
2	Replace Caltrans Phase I Irrigation Controller	\$7,777.09
3	Additional Tree Replacement	\$859.86
3 S-1	Weather Damaged Plants Replacement	\$2,428.00
4	Mulch Replenishment	\$99,999.99
5	Contract Extension and Water Reimbursement	\$17,443.28

Bolded - Construction Change Orders approved since the last reporting to the Metro Valley Study Session
Amounts shown in parentheses represent a credit to the Agency

CCO TOTAL		\$129,304.22
TOTAL CONTRACT AMENDMENTS, CONTINGENCY AND SUPPLEMENTAL		\$130,590.00
SR 210 Pepper Avenue Interchange EEP – Executed Change Orders		
Number	Description	Amount
1	Repairs to Existing Site Irrigation	\$10,000.00
CCO TOTAL		\$10,000.00
TOTAL CONTINGENCY AND SUPPLEMENTAL		\$31,244.80

I-215 Segment 1 & 3 Landscape Replacement Project – Executed Change Orders		
Number	Description	Amount
1	Maintain Public Traffic	\$25,000.00
2	Storm Water Shared Costs	\$25,000.00
3	Establish Dispute Resolution Advisor	\$5,000.00
4	Remove and Dispose of Rock Cobble	\$10,000.00
4 S-1	Additional Funds	\$15,000.00
4 S-2	Additional Funds	\$4,854.82
5	Cleaning of Drainage Systems	\$25,000.00
6	Removal of Dead Trees	\$10,000.00
7	Change from 15 Gallon to 5 Gallon Plant Size	(\$43,663.00)
7 S-1	Additional Funds	\$2,221.02
8	Repairs to Existing Facilities	\$3,000.00
8 S-1	Additional Funds	\$2,000.00
8 S-2	Additional Funds	\$4,500.00
8 S-3	Additional Funds	\$15,250.00
8 S-4	Additional Funds	\$3,930.65
9	Lane Closure Chart Revisions	\$0.00
9 S-1	Lane Closure Chart Revisions	\$0.00
10	PVC Ball Valve	\$0.00
11	Repair Fiber Optic Cable	\$4,070.87
12	Irrigation Water Payment	\$32,384.52
12 S-1	Additional Funds	\$8,487.04
12 S-2	Additional Funds	\$1,656.78
12 S-3	Additional Funds	\$1,634.70
12 S-4	Additional Funds	\$1,603.65
12 S-5	Additional Funds	\$5,007.79
12 S-6	Additional Funds	\$5,739.61
12 S-7	Additional Funds	\$6,753.56
12 S-8	Additional Funds	\$8,666.48
12 S-9	Additional Funds	\$4,744.77
12 S-10	Additional Funds	\$5,482.89
12 S-11	Additional Funds	\$2,874.37
12 S-12	Additional Funds	\$466.51
12 S-13	Additional Funds	\$493.89
12 S-14	Irrigation Water Payment	\$719.97
13	Increase in Gravel Mulch Costs	\$158,215.90
14	Repair Damage by Others	\$6,000.00
15	Additional Electrical Work	\$976.73

Bolded - Construction Change Orders approved since the last reporting to the Metro Valley Study Session
Amounts shown in parentheses represent a credit to the Agency

16	Additional Plant Establishment Work	\$5,000.00
16 S-1	Additional Funds	\$50,000.00
17	Remove Burned Palm Tree	\$4,000.00
CCO TOTAL		\$422,073.52
TOTAL CONTINGENCY AND SUPPLEMENTAL		\$812,748.38

I-215 Segment 2 Landscape Replacement Project – Executed Change Orders		
Number	Description	Amount
1	Maintain Public Traffic	\$2,000.00
2	Storm Water Shared Costs	\$10,000.00
3	Establish Dispute Resolution Advisor	\$5,000.00
4	Remove and Dispose of Rock Cobble	\$10,000.00
4 S-1	Additional Funds to Remove BNSF Ballast	\$40,000.00
4 S-2	Additional Funds to Remove and Dispose of Rock Cobble	\$20,000.00
4 S-3	Additional Funds to Remove and Dispose of Rock Cobble	\$3,000.00
4 S-4	Remove Unsuitable Material	\$2,646.91
5	Cleaning of Drainage Systems	\$25,000.00
6	Removal of Dead Trees	\$10,000.00
7	Revised Special Provisions for the Cost of Water	\$0.00
7 S-1	Water Cost Adjustment	\$5,000.00
8	Irrigation Revisions	\$656.30
9	Relocate Trees and Irrigation outside of Clear Recovery Zone	\$10,000.00
9 S-1	Additional Funds	\$1,206.16
10	Service Connection for Irrigation	\$5,000.00
10 S-1	Additional Funds	\$15,000.00
11	Revised Ball Valves Specifications	\$0.00
12	Modify Plants Group/Type	(\$6,968.44)
13	Delete Work at 16 th	(\$54,250.70)
13 S-1	Salvage Irrigation Equipment	\$1,676.15
14	Revised Gravel Mulch Specifications	\$0.00
15	Added Irrigation Booster Pump	\$48,457.80
16	Added Closure Charts	\$0.00
17	Gravel Mulch Adjustment	\$187,717.00
18	Additional Gravel Mulch Quantities	\$21,508.05
CCO TOTAL		\$362,649.23
TOTAL CONTINGENCY AND SUPPLEMENTAL		\$502,203.56

I-10 Corridor Contract 1		
Design Build – Executed Change Orders		
Number	Description	Amount
1	Establish Dispute Review Board	\$75,000.00
2	Partnering	\$90,000.00
3	100 Day Extension for Utility Information Submittal	\$0.00
4	Addition of Executed Utility Agreements to Technical Provisions	\$0.00
4 S-1	Executed / Revised Utility Agreements	\$0.00
4 S-2	Executed / Revised Utility Agreements	\$0.00
4 S-3	Executed / Revised Utility Agreements	\$0.00

Bolded - Construction Change Orders approved since the last reporting to the Metro Valley Study Session
Amounts shown in parentheses represent a credit to the Agency

4 S-4	Executed Utility Agreements	\$0.00
4 S-5	Executed Utility Agreements	\$0.00
4 S-6	Executed Utility Agreements	\$0.00
5	Overhead Sign Location Change	\$0.00
6	Modifications to Insurance and Subcontractor Requirements	\$0.00
7	Provide for CHP & Maintenance Observation/Enforcement Area	\$0.00
11	Revised Pavement Delineation Detail	\$0.00
12	Mass Concrete Specification Revision	\$0.00
13	Temporary ITS Traffic Monitoring Stations	\$0.00
14	Concurrent Closure of 6th Street and Campus Avenue Bridges	\$0.00
15	Modify Utility Relocation Work Packages	\$0.00
16	Revised Requirements for Shop Drawings Submittals	\$0.00
17	Revised Ramp Lane Closure Requirements	\$0.00
18	Revised Tech Provision 14.3.5 "Design Submittals" Requirements	\$0.00
19	Modifications to the Project Aesthetics and Landscape Master Plan	\$0.00
20	Added Pool Removal and (2) Electrical Panel Replacements	\$42,790.00
21	Revised SHOPP Pavement Rehabilitation Work Limits	\$657,200.00
22	Revised East End Ultimate Paving Limits	\$257,050.00
23	4th Street Striping	\$14,000.00
24	GAD and ROW Revisions	(\$470,125.00)
25	Deletion of Sound Wall 1190	(\$322,150.00)
26	Euclid Eastbound Exit Ramp Ground Anchor Wall Limits	\$155,400.00
27	Reduced Speed Limit Requirements	\$260,000.00
28	Additional Toll Rate Dynamic Message Signs	\$290,900.00
29	Revised Maintenance Requirements for Specific Auxiliary Lanes	\$0.00
30	Right of Way and Utility Design Revisions	\$719,277.00
30 S-1	Utility Revisions near Monte Vista Avenue	\$617,905.00
31	Additional Design Revisions for Right-of-Way Changes	\$25,767.00
32	Clearing of the TCE and Pool Mitigation Work	\$30,380.00
33	Rock Curb Extension at Euclid Avenue	\$77,892.00
34	7th Street and 2nd Avenue Sidewalk Improvements	\$79,732.00
Jan 2021	BOD approves revised funding plan with contingency reduction	(21,400,000)
35	Revised TCS CCTV Camera System	\$76,517.00
37	Partnering Facilitator Payment	\$50,000.00
38	Emergency Property Fence Fix	\$1,631.00
39	I-10/I-15 North to West Connector – 55-hour Closure	\$0.00
40	55-Hour Closure, Storm And Deck Drains	\$730,000.00
41	Recessed Pavement Markers	\$6,384.00
42	Telecommunication Conduits/ROW Support	\$111,843.48
43	Extra Maintenance for CHP Directed Closure	\$12,652.00
44	Extra Maintenance for Hazardous Materials Clean Up	\$1,111.00
45	Additional Industrial Driveway on Sultana Avenue at Edison Elementary	\$10,000.00
46	Additional 55-Hour Closures on Segment 4	\$0.00
47	All Compensation for Design, Construction and all Ancillary Items to Complete Additional Work	\$900,000.00
48	DB CN 0130 and CN 1135 Additional SOW for AT&T	\$117,500.00
49	Removal of Abandoned Pipes along Monte Vista Avenue	\$85,000.00
50	Credit for the Design, Construction and all Ancillary Items to Complete Additional Work	(\$750,000.00)
51	Change Concrete Barrier Type from 736 to 836	\$3,600,000.00

Bolded - Construction Change Orders approved since the last reporting to the Metro Valley Study Session
Amounts shown in parentheses represent a credit to the Agency

Attachment: CCO Log (8867 : Construction Contract Change Orders MVSS2209)

52	Property Commitment at 1325 Fresno Street – Criner Property	\$41,000.00
53	Reflective Traffic Signal Backplates	\$120,000.00
54	Relocation of Ramp Meter System RMS at Vineyard WB On-Ramp DL-139	\$182,000.00
55	9222 Vernon Avenue Maki Private Property Drainage Improvement	\$16,000.00
56	Additional Work at WB I-10, East of I-10/Vineyard IC	\$345,000.00
57	Removal of Abandoned Pipelines CN 0565 & CN 0566 at Monte Vista/I-10 UC Structure	\$90,000.00
58	Holt Blvd. Off-Ramp UC LT Closure Wall Aesthetic Finish	\$35,000.00
59	Monte Vista WB On-Ramp Shoulder Pavement DL-121	\$217,500.00
60	Directive – Add “International” to Ontario Airport Signs	\$50,000.00
61	Furnish Ramp Meter Cabinets	\$210,000.00
62	Additional SHOPP Paving Archibald Ramp Pavement Rehab	\$98,500.00
63	Additional Work for MWD Encasement Extension	\$752,000.00
64	Additional SHOPP Rehab Work - Slab Repair Near I-10/Etiwanda Ave IC	\$92,500.00
66	Additional Work Mountain Ave EB On-Ramp Right-of-Way Fencing	\$10,250.00
67	SCE Profile Euclid Ave and Vineyard Ave and Asbestos Removal 6th St Bridge	\$110,655.00
CCO TOTAL		\$9,924,061.48
TOTAL CONTINGENCY AND SUPPLEMENTAL		\$51,369,000.00

Toll Service Provider – Executed Change Orders		
Number	Description	Amount
1	Establish Dispute Review Board	\$75,000.00
2	Partnering	\$0.00
3	Right of Way (ROW) Revisions	\$0.00
4	Revised NTP 2 Start Date	\$0.00
6	Revised Enforcement Beacon Specifications	(\$1,952.00)
7	Added TRDMS to Two On-Ramps	\$193,850.00
CCO TOTAL		\$266,898.00
TOTAL CONTINGENCY AND SUPPLEMENTAL		\$1,855,000.00

US 395 Phase 1 Widening Project – Executed Change Orders		
Number	Description	Amount
1	Maintain Public Traffic	\$100,000.00
2	Storm Water Shared Costs	\$25,000.00
3	Partnering	\$20,000.00
4	Establish Dispute Resolution Advisor	\$20,000.00
5	Cleaning of Drainage Systems	\$30,000.00
6	Buried Man-Made Objects	\$15,000.00
7	Maintain Existing Temporary Electrical Systems	\$15,000.00
7 S-1	Additional Funds	\$85,000.00
8	Maintain Temporary Tortoise Fence	\$15,000.00
9	Revised Temporary HMA Requirements	(\$11,000.00)
10	Revised Temporary HMA Specifications	(\$3,180.00)
11	Additional Earthwork	\$35,905.00
12	Protect Existing Drainage Systems	\$70,000.00

Bolded - Construction Change Orders approved since the last reporting to the Metro Valley Study Session
Amounts shown in parentheses represent a credit to the Agency

13	Added Saw Cut to coordinate with Kinder Morgan work	\$24,304.00
14	Provide Access to A Local Business	\$11,800.00
15	Quantity Increases; Bid Items 21, 26 & 83	\$78,780.00
15 S-1	Revised Bid Item Quantities	\$356,374.49
15 S-2	Revised Bid Item Quantities	\$34,801.30
16	Drainage System 14 Modifications	\$10,270.00
17	Removal of 31 Concrete Headwalls and Wingwalls	\$52,583.75
18	Drainage System 7 Modifications	\$31,356.00
19	Adjust Manholes to Grade	\$10,000.00
19 S-1	Additional Funds	\$5,000.00
20	Additional HMA Paving for Revised Staging	\$127,670.90
21	Modified Drainage System Opening on Retaining Wall 794	\$4,103.35
22	Revisions at North of Mojave Drive Intersection	\$150,000.00
22 S-1	Revisions at North of Mojave Drive Intersection	\$150,000.00
23	Revised Pile Cap Concrete Requirement for Sound Wall 875	\$217,665.25
25	Added curb on the Southeast Corner of Air Base Road	\$2,040.00
26	Electrical Design Changes at the Air Base Road Intersection	\$43,363.00
27	Added Hydroseed	\$35,324.00
28	Added MGS per Safety Commission	\$50,000.00
29	Additional Pavement Markings and Striping	\$50,000.00
29 S-1	Additional Funds	\$7,000.00
30	Revised Joshua Wash Bridge Wingwalls	\$50,000.00
31	Payment Adjustment for Gravel Bag Quantities	\$40,138.32
32	Additional Safety Commission Revisions	\$45,000.00
33	Installation and Testing of Additional Electronic Ball Markers	\$8,569.95
34	Stage 4 Temporary Striping	\$73,706.00
35	Seneca Interchange Revisions	\$108,331.64
CCO TOTAL		\$2,194,906.95
TOTAL CONTINGENCY AND SUPPLEMENTAL		\$8,741,611.75

Monte Vista Grade Separation – Executed Change Orders		
Number	Description	Amount
1	Establish Dispute Resolution Board	\$15,000.00
1 S-1	Revise Special Provision Language	\$0.00
1 S-2	Additional Funds	\$10,000.00
2	Partnering Workshop	\$15,000.00
3	Traffic Control	\$10,000.00
3 S-1	Additional Funds	\$10,000.00
4	Federal Training Program	\$12,000.00
5	Post-Tensioning Duct Size Change	\$0.00
7	Storm Water Shared Costs	\$50,000.00
8	Relocate 8" Water Line	\$8,000.00
8 S-1	Additional Funds	\$10,386.03
9	Drainage System for Adjacent Property	\$14,925.00
10	Masonry Block Change	\$0.00
11	Sewer Lateral Piping Size Change	\$6,013.00
12	Future Electrical Conduits for Montclair	\$39,385.00

Bolded - Construction Change Orders approved since the last reporting to the Metro Valley Study Session
Amounts shown in parentheses represent a credit to the Agency

13	Change in Phasing of Work	\$0.00
14	Precast Girder Reinforcement Change	\$0.00
15	Change in Phasing of Work	\$0.00
16	Water Line Modifications	\$8,790.00
16 S-1	TRO Payment for Delays Related to CCO No. 16	\$124,800.00
16 S-2	Additional Funds	\$54,689.60
17	Modify Overhead Signs and Install Pedestrian Barricades	\$6,765.97
21	Additional Sewer Service Lateral Connections	\$10,850.00
22	Girder Reinforcement Splicing Option	\$0.00
23	Deleting Sidewalk	(\$12,540.00)
25	HMA Along Private Access Road	\$16,000.00
26	Temporary Embankment for SCE	\$15,000.00
27	Temporary Shoring for SCE	\$60,000.00
28	Modify Water Line in Conflict with SCE	\$10,000.00
29	Storm Drain Lateral Realignment	\$14,110.00
31	Driveway for Future Development	\$3,187.80
32	Potholing/Locating AT&T & Level 3 Utilities	\$60,000.00
33	Deduction for Rejected Piles	(\$10,000.00)
34	Modified Quantities Due to the Field Conditions	\$29,257.95
34 S-1	Modified Quantities Due to the Field Conditions	\$105,453.57
34 S-2	Modified Quantities Due to the Field Conditions	\$9,450.00
35	Conduit for SCE Service Connection for Traffic Signal System	\$8,000.00
36	Additional MSE Wall Drainage	\$8,000.00
37	Water Supply Modifications	\$15,000.00
38	Seal Coat Specification Change	(\$2,000.00)
39	Removal of UPRR Sign Foundations	\$5,000.00
41	Resolution of NOPC No. 3	(\$59,986.00)
42	Revised Canopy at Taxi Yard	\$0.00
43	Landscaping Revisions	\$11,286.00
44	Added Headwall and Retaining Curb	\$10,000.00
45	Drainage Inlet Repair Damaged by Public	\$7,500.00
45 S-1	Additional Funds	\$381.43
46	Project Substantial Completion	\$0.00
47	Wire Mesh Substitution	\$15,000.00
48	Fence and Gate Revisions	\$52,336.60
49	Monument Modifications	\$6,500.00
49 S-1	Additional Monument Modifications	\$46,000.00
52	Additional work required by UPRR	\$10,577.00
53	Additional Erosion Control	\$16,000.00
54	Fence Repairs Damaged by Public	\$13,184.00
CCO TOTAL		\$869,302.95
TOTAL CONTINGENCY AND SUPPLEMENTAL		\$2,498,958.60

Attachment: CCO Log (8867 : Construction Contract Change Orders MVSS2209)

Bolded - Construction Change Orders approved since the last reporting to the Metro Valley Study Session
Amounts shown in parentheses represent a credit to the Agency

Mount Vernon Avenue Viaduct Design-Build Project – Executed Change Orders		
Number	Description	Amount
1	Added Perimeter Fence, K-rail and Signage	\$21,500.00
1 S-1	Install/Maintain Temporary Fence	\$28,670.86
2	Partnering	\$100,000.00
3	Temporary Crossing	\$700,000.00
3 S-1	Additional Funds	\$225,000.00
3 S-2	Construct Railroad Temporary Construction Crossing	\$13,889.15
3 S-3	Temporary Railroad Crossing	\$27,744.36
5	Asbestos Removal	\$100,000.00
5 S-1	Additional Funds	\$954,863.00
5 S-2	Asbestos Coating Abatement	\$429,723.86
5 S-3	Bridge Demolition Engineer – Increase Time	\$67,977.25
5 S-4	Asbestos Coating Abatement	\$159,481.26
7	Add Fire Hydrants	\$112,200.00
8	Test Unforeseen Buried Man-made object	\$1,341.55
9	Decommission/Abandon Water and Sewer Lines	\$203,852.65
10	Added Utilities Work at Kingman Street	\$377,389.28
12	Increase Contractor Overhead – Increase Time	\$208,232.35
15	Design for Additional Street Lights on Alley and Cabrera	\$15,400.00
16	Design for Bike Lanes E 2 nd	\$14,190.00
17	BNSF Fence Removal	\$12,332.14
20	North Abutment Embankment Removal	\$141,592.00
CCO TOTAL		\$3,915,379.71
TOTAL CONTINGENCY AND SUPPLEMENTAL		\$17,230,000.00

I-10 University Street Improvement Project – Executed Change Orders		
Number	Description	Amount
1	Time Extension (Delay Start)	\$0.00
2	Maintain Traffic	\$10,000.00
2 S-1	Maintain Roadway and Traffic	\$15,000.00
3	Time Extension	\$20,000.00
4	Tree Removals	\$17,096.27
5	Dispute Resolution Advisor DRA	\$10,000.00
6	Replace Pavement Structural Section	\$393,852.01
6 S-1	Replace Pavement Structural Section	\$20,000.00
6 S-2	Replace Pavement Structural Section	\$11,500.00
7	WB On-Ramp Modification	\$229,391.13
8	Modify Signal Controller	(\$11,348.73)
9	Relocate Signal Push Button Pole	\$13,372.65
10	Install of Signal Conduit to Avoid Conflict	\$15,129.64
11	Differing Site Condition	\$28,061.09
12	Disposal of Fiber Optic Vault	\$4,940.41
13	Revised Elevations for Curb and Gutter	\$2,862.64
15	Payment Adjustment per Price Index due to Crude Oil Prices	\$38,500.00
16	Water Meter Revisions	\$61,564.00
17	Install Joint Sealant	\$9,433.79
18	Add Master Remote Control Valve	\$2,500.00
19	Sewer Line Repair	\$6,000.00

Bolded - Construction Change Orders approved since the last reporting to the Metro Valley Study Session
Amounts shown in parentheses represent a credit to the Agency

21	Additional Earthwork	\$7,500.00
22	Additional Push Button Pole Installation	\$7,500.00
23	Repair Electrical Line	\$8,000.00
CCO TOTAL		\$920,854.90
TOTAL CONTINGENCY AND SUPPLEMENTAL		\$1,500,590.00

I-10 Alabama Street Improvement Project – Executed Change Orders		
Number	Description	Amount
1	SWPPP Maintenance	\$20,000.00
2	Traffic Control Devices	\$30,000.00
3	Electrical Works Utility Modifications	\$25,000.00
4	Stage 1A Value Engineering Change Proposal (VECP) Credit	(\$20,362.87)
CCO TOTAL		\$54,637.13
TOTAL CONTINGENCY AND SUPPLEMENTAL		\$1,338,886.33

Bolded - Construction Change Orders approved since the last reporting to the Metro Valley Study Session
Amounts shown in parentheses represent a credit to the Agency

Minute Action

AGENDA ITEM: 3

Date: September 15, 2022

Subject:

Construction and Maintenance Agreement for Euclid Avenue Pedestrian Gates, City of Upland
Metrolink Active Transportation Program Phase II Project

Recommendation:

That the following be reviewed and recommended for final approval by the Board of Directors, acting as the San Bernardino County Transportation Authority (SBCTA), at a regularly scheduled Board meeting:

Approve Contract No. 22-1002791 with Southern California Regional Rail Authority (SCRRA), the City of Upland, and SBCTA for defining roles, responsibilities, and funding for the construction and maintenance of the new Euclid Avenue Pedestrian Gates in the City of Upland. These responsibilities include provisions whereby SBCTA constructs the civil and pedestrian safety improvements at the SCRRA rail line, the City of Upland maintains said street improvements upon completion of construction, and SBCTA pays for actual costs for SCRRA construction support, and other SCRRA expenses defined in the agreement at an estimated cost of \$671,870.40.

Background:

The Metrolink Active Transportation Program (ATP) Phase II Project (Project) will utilize a grant of Federal ATP funds to provide safe pedestrian/bicycle access, way-finding signage, sidewalk improvements, high-visibility crosswalks, bicycle parking and improvements to key corridors of the regional bicycle network designed to directly connect to Metrolink Stations in five (5) cities in San Bernardino County.

On October 7, 2020, the Board of Directors (Board) approved separate cooperative agreements with each of the five (5) cities to define Project roles, responsibilities, and funding, specifying San Bernardino County Transportation Authority (SBCTA) as the lead agency for Project administration and funding. This included Cooperative Agreement No. 20-1002315 with the City of Upland (City).

On December 2, 2020, the Board approved an award of the design contract. The final design is scheduled for completion in the fall 2022. The total estimated construction capital cost is \$5.5 million.

As identified in the ATP grant application for this project, part of the scope is to add pedestrian gates at the Euclid Avenue at-grade crossing with Metrolink, also known as the Southern California Regional Rail Authority (SCRRA).

This agenda item is for approval of a three (3) party agreement between SCRRA, the City, and SBCTA for the construction and maintenance of the new pedestrian gates on Euclid Avenue in the City. It specifies the roles and responsibilities and funding commitments amongst the parties. SBCTA is responsible for all civil design and construction. SCRRA will be responsible for the rail crossing design and construction; and both, the City and SCRRA, will share the maintenance responsibilities of the civil and rail crossing improvements.

Entity: San Bernardino County Transportation Authority

Board of Directors Metro Valley Study Session Agenda Item

September 15, 2022

Page 2

SCRRA has estimated a cost of \$671,870.40 for their support of the Project. Their costs include installation of the pedestrian gates, survey, inspection and flagging. Per the agreement, SBCTA will pay the actual costs for these services.

Construction of the new pedestrian gates is anticipated to start in the first quarter of 2023 and be completed by the second quarter of 2024. Upon completion of the construction, SBCTA will turn the crossing over to the City for their ongoing maintenance. The City is planning to present the agreement at their September 12, 2022 City Council meeting for approval. Staff is recommending approval of Contract No. 22-1002791 for the Construction and Maintenance Agreement with SCRRA and the City for the Metrolink ATP Phase II Project.

Financial Impact:

This item is consistent with the Fiscal Year 2022/2023 Budget for Task 860, Valley Major Streets, Sub-Task 0810.

Reviewed By:

This item is not scheduled for review by any other policy committee or technical advisory committee. SBCTA General Counsel, Procurement Manager and Risk Manager have reviewed this item and the draft agreement.

Responsible Staff:

Khalid Bazmi, Construction Manager

Approved
Board of Directors Metro Valley Study Session
Date: September 15, 2022

Witnessed By:

San Bernardino County Transportation Authority

Contract Summary Sheet

3.a

General Contract Information

Contract No: 22-1002791 Amendment No.: _____

Contract Class: Payable Department: Project Delivery

Vendor No.: 02003 Vendor Name: Southern California Regional Rail Authority

Description: Construction and Maintenance Agreement for the Euclid Avenue Pedestrian Gates with SCRRA and City of Upland

List Any Related Contract Nos.: _____

Dollar Amount					
Original Contract	\$	671,870.40	Original Contingency	\$	-
Prior Amendments	\$	-	Prior Amendments	\$	-
Current Amendment	\$	-	Current Amendment	\$	-
Total/Revised Contract Value	\$	671,870.40	Total Contingency Value	\$	-
	Total Dollar Authority (Contract Value and Contingency)			\$	671,870.40

Contract Authorization

Board of Directors _____ Date: 9/7/2022 _____ Committee _____ Item # _____

Contract Management (Internal Purposes Only)

Capital Project Contracts _____

Sole Source? N/A

Administrative Budget Adjustment _____

Federal _____

Construction and Maintenance Agreement _____

N/A _____

Accounts Payable

Estimated Start Date: 9/7/2022 Expiration Date: 12/31/2039 Revised Expiration Date: _____

NHS: NoQMP/QAP: N/APrevailing Wage: N/A

Total Contract Funding:

Total Contingency:

Fund	Prog	Task	Sub-Task	Object	Revenue	PA Level	Revenue Code Name	\$		\$	
GL: 2070	40	0860	0810	53701	42216501	650	ATP-Federal	671,870.40		-	
GL:								671,870.40		-	
GL:								-		-	
GL:								-		-	
GL:								-		-	
GL:								-		-	
GL:								-		-	
GL:								-		-	
GL:								-		-	
GL:								-		-	

Juan Lizarde

Henry Stultz

Project Manager (Print Name)

Task Manager (Print Name)

Additional Notes: Revenue code will be assigned and administrative budget adjustment will occur when funds are authorized by FHWA. This will be a pre-paid contract. Reimbursement from Caltrans will occur as work is completed.

Attachment: 22-1002791_CSS [Revision 1] (8455 : C&M Agreement for Euclid Avenue Pedestrian Gates in City of Upland)

CONSTRUCTION AND MAINTENANCE
AGREEMENT
Contract No. 22-1002791
for
EUCLID AVENUE
PEDESTRIAN SAFETY IMPROVEMENT
PROJECT
SOUTHERN CALIFORNIA REGIONAL RAIL
AUTHORITY (SCRRA),
SAN BERNARDINO COUNTY TRANSPORTATION
AUTHORITY (SBCTA),
AND THE
CITY OF UPLAND
COVERING THE
PUBLIC AT-GRADE HIGHWAY RAILROAD CROSSING
ADJACENT TO RAILROAD FROM
SCRRA MILE POST 36.81 – SAN GABRIEL SUBDIVISION
IN OR NEAR
CITY OF UPLAND
SAN BERNARDINO COUNTY, CALIFORNIA

Attachment: 22-1002791 (8455 : C&M Agreement for Euclid Avenue Pedestrian Gates in City of Upland)

SCRRA Folder No.: S0000173

SCRRA Project No.: TBD

Construction and Maintenance Agreement for

Euclid Avenue Pedestrian Safety Improvement Project
Mile Post 36.81 – San Gabriel Subdivision
City of Upland
San Bernardino County, CA

Associated Crossings	CPUC #	DOT #
Euclid Avenue Highway-Rail Crossing	101SG-36.81	026173P

THIS Construction and Maintenance Agreement ("AGREEMENT") is made and entered into as of the _____ day of _____, 202____, by and between the **SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY**, a joint powers authority existing under the laws of the State of California (hereinafter referred to as "SCRRA"), to be addressed at 900 Wilshire Blvd. Suite 1500, Los Angeles, CA 90017, the **SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY**, the County Transportation Commission for San Bernardino County organized and existing under the laws of the State of California pursuant to Section 130050 et seq of the California Public Utilities Code (hereinafter referred to as "SBCTA"), to be addressed at 1170 W 3rd St 2nd floor, San Bernardino, CA 92410, and the **CITY OF UPLAND**, a general law city and a municipal corporation duly organized and existing under the laws of the State of California (hereinafter referred to as "CITY"), to be addressed at City of Upland, 460 N Euclid Ave, Upland, CA 91786. CITY, SBCTA, and SCRRA may be referred to singly as "PARTY" and collectively as "PARTIES."

RECITALS:

SCRRA is a five-county joint powers authority, created pursuant to California Public Utilities Code Section 130255 and California Government Code Section 6500 et seq., to build, maintain, administer, and operate the “METROLINK” commuter train system on railroad rights-of-way owned by the member agencies and through other shared use and joint operation agreements. The five-county member agencies are comprised of the following: Los Angeles County Metropolitan Transportation Authority (“MTA”), Ventura County Transportation Commission (“VCTC”), Orange County Transportation Authority (“OCTA”), San Bernardino County Transportation Authority (“SBCTA”), and Riverside County Transportation Commission (“RCTC”).

SCRRA controls, administers, operates, and maintains the railroad track, structures, signals, communication systems, and appurtenances on the rail line known as the San Gabriel Subdivision in the area traversed by Euclid Avenue. SCRRA and the “Operating Railroads” [as used herein “Operating Railroads” means any passenger or freight-related railroad company(s) operating on SCRRA track(s), including the National Railroad Passenger Corporation (AMTRAK), the Union Pacific Railroad Company (UPRR), and the Burlington Northern and Santa Fe Railway Company (BNSF)] operate trains and rail equipment through this at-grade highway railroad crossing location on right-of-way owned by SBCTA, in accordance with the Shared Use Agreement dated October 30, 1992, and the Agreement between SCRRA, its Member Agencies, and the National Railroad Passenger Corporation (Amtrak) and known as the “Intercity Agreement”.

SBCTA desires to make pedestrian safety improvements to the Euclid Avenue at-grade crossing, hereinafter referred to as the “PROJECT” as described in **Exhibit B-1**, attached hereto and made a part hereof as if incorporated herein. The PROJECT is located on Euclid Avenue between 8th Street and 9th Street in the City of Upland. The PROJECT is on the SCRRA’s San Gabriel Subdivision right-of-way at mile post 36.81. Presently, the CITY occupies the railroad right-of-way with a highway-rail at-grade crossing that carries vehicular traffic on Euclid Avenue, while both SCRRA and the BNSF operate trains along the railroad right-of-way. There is one highway-rail at-grade crossing within the PROJECT, and it is Euclid Avenue Highway-Rail Crossing (CPUC No. 101SG – 36.81, DOT No. 026173P).

The Pedestrian Safety Improvements of the Euclid Avenue highway-rail at-grade crossing, associated roadway improvements and appurtenances, collectively define the “PROJECT”, which is further described as set forth in **Exhibit B-1**. The general arrangement, type, size, plan, profile, section and location of the at-grade highway-railroad crossing proposed by SBCTA are shown on the location print marked as **Exhibit B-2**. The detailed plans and specifications of the PROJECT are to be included in this AGREEMENT are collectively marked as **Exhibit B-3** inclusive.

SCRRA, SBCTA, and the CITY are entering into this AGREEMENT to define roles, responsibilities, and funding for the construction and maintenance of the PROJECT as described above, and as contained in the attached Exhibits.

AGREEMENT

NOW, THEREFORE, it is mutually agreed by and between the PARTIES hereto as follows:

ARTICLE 1 - LIST OF EXHIBITS

The exhibits below are attached to and made a part of this AGREEMENT as if set forth in their entirety:

Exhibit A	Standard Terms and Conditions
Exhibit B-1	Detailed Description of PROJECT
Exhibit B-2	Railroad Location Print
Exhibit B-3	PROJECT Plans
Exhibit B-4	NOT USED
Exhibit B-5	SCRRA Form of Approval for SBCTA WORK PS&E
Exhibit B-6	List of SBCTA and Contractor Submittals Requiring SCRRA Review
Exhibit C-1	NOT USED
Exhibit C-2	NOT USED
Exhibit D-1	SBCTA Scope of Work (“SBCTA WORK”)

Exhibit D-2	SCRRA Scope of Work and Estimate (“RAILROAD WORK”)
Exhibit E-1	SCRRA Highway-Rail Grade Crossings Manual, Standards, and Criteria
Exhibit E-2	Requirements of the Contractor(s)
Exhibit E-3	SCRRA Form 6 - Temporary Right-of-Entry Agreement and & SCRRA Insurance Requirements
Exhibit F	Funding Summary

ARTICLE 2 - RESERVED

ARTICLE 3 – PLANS AND SPECIFICATIONS

3.1 SCRRA, at the sole cost and expense of SBCTA, has prepared, or caused to be prepared, the detailed Plans, Specifications, and Estimates (the “PS&E”) for the changes, additions, or alterations to existing SCRRA signals facilities required in connection with the PROJECT which is more fully described in **Exhibit D-2** (the “RAILROAD WORK”) - SCRRA Scope of Work and Estimate.

3.2 SBCTA shall comply with all SCRRA terms and conditions that are described in **Exhibits E-1**, through and including **Exhibit E-3**, and other special guidelines that SCRRA may provide to SBCTA for this PROJECT for any work performed by SBCTA or a contractor(s) to SBCTA.

3.3 SBCTA has prepared the PS&E for the design of the Pedestrian Safety Improvements, roadway, signage and appurtenances in connection with the PROJECT, which is more fully described in **EXHIBIT D-1** (the “SBCTA WORK”).

3.4 SCRRA has reviewed the PS&E for the SBCTA WORK to ensure general conformance with SCRRA standards and requirements. No changes in the final approved PS&E of the SBCTA WORK may be made unless SCRRA has consented to the proposed changes in writing.

ARTICLE 4 – SCRRA REQUIREMENTS

4.1 SBCTA at its sole cost and expense, shall comply and ensure that its employee(s), consultant(s), and contractor(s) comply, at all times when on or adjacent to the railroad right-of-way, with the rules and regulations, as contained in the current editions of the following documents, which are otherwise known as “REFERENCES”, as incorporated in this document as if they were set full in this paragraph, and incorporated in this AGREEMENT by reference. These documents are described and can be accessed through SCRRA’s website www.metrolinktrains.com, as the following:

- ***General Safety Regulations for Third Party Construction and Maintenance Activity on SCRRA Member Agency Property***
- ***Applicable SCRRA Engineering Standards***

4.2 SBCTA and all employee(s), consultant(s), and contractor(s) employed by SBCTA shall ensure compliance with the terms and conditions of the AGREEMENT for work specified in this Article. SCRRA requires all SBCTA employee(s), consultant(s) and contractor(s) working on the PROJECT to attend the SCRRA Safety Training for Roadway Worker Protection (“RWP”), as a mandatory prerequisite to enter the railroad right-of-way or perform any work outside the railroad right-of-way with potential to affect rail operations and comply with the SCRRA Safety Rules while on railroad property.

4.3 SCRRA representatives may make inspections and conduct tests to judge the effectiveness of the safety training, and compliance with SCRRA requirements, in accordance with SCRRA’s Efficiency Testing Program, in compliance with 49 CFR 214 – Railroad Workplace Safety Regulations and SCRRA Third Party Work Rules. The employee(s), consultant(s), and contractor(s) shall cooperate with SCRRA, Federal, and State representatives at all times. Disregard for, or failure to comply with, the requirements of 49 CFR 214 – Railroad Workplace Safety regulations, or SCRRA third-party safety requirements, may result in the removal of an offending individual(s) from the railroad Right-of-Way. Egregious or repeated disregard for any safety rule or requirement may result in the termination of the Right-of-Entry Agreement.

ARTICLE 5 – MAINTENANCE BY CITY

5.1 CITY shall maintain, repair and renew the at-grade highway-railroad CROSSING AREAS within their respective boundaries starting at two (2) feet outside of the rails of each track. When two or more tracks are involved, SCRRA shall maintain, at its expense, the area between the tracks where the distance between the center lines of tracks is fifteen (15) feet or less measured at the center line of the highway, normal to the tracks. CITY shall maintain and repair, at CITY's expense, any street improvements, including street lighting, sidewalks, curb and gutters, raised medians and traffic striping, traffic signals and signage within the at-grade highway-railroad crossing areas. This work shall be done pursuant to CPUC General Order 72-B.

5.2 For all maintenance activities within the railroad right-of-way or has the potential to foul the railroad right-of-way, CITY shall obtain a Right-of-Entry permit for SCRRA as outlined in Article 12 and requirements set forth in **Exhibit E-3**.

5.3 CITY shall share equally with SCRRA the maintenance cost of the railroad crossing warning signals and signal controls in accordance with California Public Utilities Code (CPU Code) §1202.2, except that CITY's liability thereof shall be limited to such funds as may be set aside for allocation through the CPUC, pursuant to CPU Code §1231.1. SCRRA shall submit annual invoices to the CPUC for CITY's share of the maintenance costs of the railroad crossing warning signals and signal controls, which costs shall be paid by the CPUC pursuant to CPU Code §1231.1. This results in no direct cost to the CITY for the maintenance of the automatic warning devices.

ARTICLE 6 – SCOPE OF WORK BY SCBTA

6.1 SBCTA WORK to be performed by SBCTA is described in **Exhibit D-1 – SBCTA Scope of Work** (hereinafter referred to as “SBCTA WORK”).

6.2 SBCTA shall also make any and all arrangements for the installation or relocation of wire lines, pipe lines, advertising signs, and other facilities owned by private persons, companies,

corporations, political subdivisions or public utilities other than SCRRA, which may be necessary for the construction of the PROJECT. SBCTA shall be responsible for any and all costs associated with these installations, relocations or takings, at no cost to SCRRA.

6.3 SBCTA shall be responsible for the removal and remediation of any and all contaminated or hazardous material encountered within the limits of the PROJECT and the CROSSING AREAS within each respective right-of way in accordance with applicable law or regulation.

6.4 Upon completion of the work, SBCTA will provide written notification and turn over PROJECT to the CITY per Cooperative Agreement (Contract No. 20-1002315) between SBCTA and the City of Upland, dated December 2, 2020.

ARTICLE 7 – SCOPE OF WORK AND ESTIMATE BY SCRRA

7.1 The RAILROAD WORK to be performed by SCRRA is described in **Exhibit D-2 – SCRRA Scope of Work and Estimate** (the “RAILROAD WORK”), is estimated to be in the amount of \$671,870.40. All PROJECT work performed by SCRRA, and the cost of the PROJECT will be at the sole cost and expense of SBCTA including any overage beyond the estimated cost for the RAILROAD WORK.

7.2 Upon execution of the Agreement and receipt from SBCTA of a written notice to proceed with the RAILROAD WORK and full funding deposit, SCRRA will place orders for any needed materials or equipment, and issue contracts or task orders for any adjustment of SCRRA facilities necessary to permit construction of the PROJECT. Orders for materials, new contracts for construction, or task orders under existing contracts, will be issued in accordance with SCRRA procurement policies and the laws and regulations governing public agency contracts applicable to SCRRA.

ARTICLE 8 – CONSTRUCTION BY SBCTA

8.1 SBCTA shall furnish, or cause to be furnished, all labor, materials, tools, equipment, and superintendence for the performance of the SBCTA WORK for which SBCTA is responsible.

8.2 SBCTA shall provide a full-time resident engineer (RE) with experience in at-grade highway-railroad grade crossing projects on the site of the work during construction.

The RE must be an engineer licensed in the State of California and must have the authority to provide direction to the contractor(s) employed by SBCTA, and to commit SBCTA within a reasonable scope of authority.

It's expected the RE will:

- Coordinate with SCRRA Staff and SCRRA Project Manager.
- Ensuring Contractor's Compliance with SCRRA Safety Rules.
- Support SCRRA Project Manager in ensuring appropriate permits and Site-Specific Work Plans are in place and approved before advancing construction.
- Stop any work whenever necessary to protect Life Safety and SCRRA property.
- Reject materials and workmanship that do not conform to SCRRA Engineering Standards and Specifications.
- Direct unacceptable work to be removed and replaced with acceptable work.
- Communicate and coordinate with the RWIC or flagging manager including scheduling flagging protection, work windows and Form B protection.
- Ensure that all work shall be performed per SCRRA On-Track Safety Manual, GCOR, Cal OSHA, and all other guidelines that may apply to the tasks being performed. Inspector(s) shall document and notify the contractor and SCRRA of non-compliant work.
- Assist in coordinating the SBCTA WORK and work performed by SCRRA track and signal contractors at the CROSSING AREA.

The RE must have the following qualifications:

- Field experience in the areas above and have performed similar duties on an active Commuter or Class I Railroad.
- Field experience from a minimum of five at-grade highway-rail crossings construction projects on an active Commuter or Class I Railroad, preferably on SCRRA's network.
- A strong adherence to safety when working on and around operating railroads.

- The ability and willingness to work when construction occurs during nights and weekends when there is less train activity.
- Actual field experience in earthwork, pavements, striping, signage, fencing, track work, site utilities, drainage, concrete, and structural steel.
- Experience in coordination of the RAILROAD WORK and the SBCTA WORK within the CROSSING AREA.
- A basic understanding of the railroad signal system at the at-grade crossing. This includes the layout of the gates, loops, pull-boxes, conduits, houses and flashers, and order of which the elements at the crossing are installed.
- Familiar with SCRRRA Engineering Standards and Specifications.
- Understanding of SCRRRA Operations. This includes Absolute Work Windows, Form B, Track & Time and potential impact from the construction to the train operations.

8.3 SBCTA must supervise and inspect the operations of all contractor(s) employed by SBCTA to assure compliance with the SBCTA WORK plans and specifications approved by SCRRRA, the terms of this AGREEMENT, and all safety requirements of SCRRRA. If SCRRRA determines that proper supervision and inspection is not being performed by SBCTA personnel at any time during construction of the PROJECT, SCRRRA has the right to stop construction (within or adjacent to its operating right-of-way to the extent it adversely affects SCRRRA's business operations or interests). Construction of the PROJECT will not proceed until SBCTA corrects the objectionable condition or activity to the reasonable satisfaction of SCRRRA. If SCRRRA believes that the condition or activity is not being corrected in an expeditious manner, SCRRRA will immediately notify SBCTA, and SBCTA agrees to immediately institute appropriate corrective action.

8.4 SBCTA shall incorporate the requirements of **Exhibit E-1**, through and including **Exhibit E-3** into each prime contract for construction of the PROJECT. SBCTA shall exercise its authority as a PARTY to any contract for construction into which it enters: to ensure that its contractor(s) conforms with the requirements listed in **Exhibit E-1**, through and including **Exhibit E-3**, and to ensure that the operations, right-of-way, property, or other facilities of SCRRRA, or the operations, property or facilities of others occupying or using the railroad right-of-way, are protected at all times. All work done by SBCTA, or its Contractor(s), on the right-of-way of SCRRRA shall be

done in a manner satisfactory to SCRRA.

8.5 If needed, SCRRA and SBCTA shall establish mutually agreeable railroad work windows for the PROJECT prior to advertising the PROJECT for bid. To facilitate scheduling for the PROJECT, SBCTA shall require its contractor(s) to give SCRRA's representative one hundred and five (105) calendar days advance notice of the proposed times and dates for any absolute work windows, whereby all railroad operations are suspended, to which SCRRA has agreed. Should, it become impracticable to provide the work window on the dates established due to train operations, service obligations, or other reasons provided in this AGREEMENT, SCRRA will provide the work window at the next reasonable available opportunity. SCRRA shall not be responsible for any additional costs and expenses resulting from a change in work windows.

8.6 SBCTA shall furnish copies of the contractor(s) furnished submittals listed in **Exhibit B-6** to SCRRA for review and approval prior to proceeding with the work covered by the submittals. Upon approval of SBCTA, the contractor(s) may make the submittals directly to the SCRRA PM. SCRRA shall be allowed forty-five (45) calendar days to complete its review of any submittals.

8.7 SBCTA must notify SCRRA's Assistant Director – Construction Public Projects – Program Delivery Department of SCRRA, in writing, of the date on which SBCTA and its contractor(s) will meet with SCRRA for the purpose of making final inspection of the PROJECT. In addition, SBCTA must advise SCRRA within fifteen (15) calendar days of the date that SBCTA makes final acceptance of the PROJECT.

ARTICLE 9 – FUTURE QUIET ZONE

9.1 If in the future, should the CITY desire a quiet zone at the CROSSING AREA, CITY must formally provide a written request for the installation of quiet zone at-grade highway-railroad crossing improvements to SCRRA. SCRRA, at CITY's sole cost and expense, will include all the additional safety enhancements required for quiet zone requirements for the at-grade highway-railroad crossings as contained in this PROJECT in order to qualify the crossings for quiet zone implementation. In doing so, the estimated costs for any future work to be performed by SCRRA will be determined and included in an amendment to this AGREEMENT or another agreement to cover any contemplated quiet zone safety enhancements as well as any additional cost to SCRRA

that will be reimbursed by CITY, as a result of this additional work.

9.2 CITY further acknowledges that if it elects to establish a quiet zone within its jurisdictional boundaries pursuant to the Federal Railroad Administration (“FRA”) and SCRRRA’s Quiet Zone Implementation Guidelines and Procedures, CITY shall follow SCRRRA’s Quiet Zone Implementation Criteria, which will be incorporated as though fully set forth herein into this AGREEMENT through a written amendment executed by the CEO or other similar officer of each of the parties with delegated authority to execute such amendments to the AGREEMENT.

ARTICLE 10 – DISTRIBUTION OF COSTS

10.1 The source of funding for the PROJECT may include federal, state and local funds. All contracts, expenses and invoicing for this PROJECT shall meet the requirements of the funding and agreements attached to this AGREEMENT as **Exhibit F**.

10.2 If SBCTA will be receiving any federal funding for the PROJECT, the current rules, regulations and provisions of the Federal Aid Policy Guide as contained in 23 CFR 140, Subpart I and 23 CFR 646, Subparts A and B are incorporated into this AGREEMENT by reference, and construction work by SBCTA and Contractor(s) shall be performed, and any reimbursement to SCRRRA for work it performs, shall be made in accordance with the Federal Aid Policy Guide.

10.3 Notwithstanding any provision of 23 CFR 210, SBCTA agrees to assume, in accordance with 23 CFR 210 (d), all responsibility for any and all shares of the cost for which SCRRRA might otherwise be responsible. SCRRRA shall not, in any event, be required to commit its own funds or that of its member agencies to the PROJECT.

ARTICLE 11 – PAYMENT FOR SCRRRA WORK (RAILROAD WORK)

11.1 Upon the execution of this AGREEMENT and prior to any project work commencing, SBCTA shall deposit \$671,870.40 representing 100% of estimated SCRRRA project costs contained in **Exhibit D-2 – SCRRRA Scope of Work and Estimate (“RAILROAD WORK”)**, with SCRRRA. During the construction of the PROJECT, SCRRRA will send SBCTA at a minimum quarterly

progress statements detailing the costs of the RAILROAD WORK performed by SCRRA under this AGREEMENT. If at any time, the actual cost, including the estimated allocated overhead, exceeds eighty percent (80%) of the amount estimated in Exhibit D-2 and SCRRA determines that additional funds will be needed to complete the PROJECT, SCRRA shall notify SBCTA and provide an updated estimate for approval. Once approved by SBCTA, an amendment to this AGREEMENT shall be executed to fund the additional estimated cost. Progress statements shall be sent to:

Juan Lizarde
Project Manager
SBCTA
1170 W 3rd St, 2nd Floor
San Bernardino, CA 92410

11.2 Until SCRRA receives formal approval of its final overhead rates, the Federal Transit Administration provisional overhead rate will be provided for cost estimation and budgeting purposes. SCRRA will invoice utilizing the Federal Transit Administration provisional overhead rate until the Federal Transit Administration, SCRRA's cognizant audit Agency, has approved the final rate at the completion of its audit, at which time SCRRA will reconcile all previous invoices and make adjustments where appropriate. Upon completion of the PROJECT, and after the SCRRA overhead rate for each period covering the construction of the PROJECT is approved by the cognizant audit Agency, SCRRA will send SBCTA a detailed statement of final costs, segregated as to labor and materials for each item in the recapitulation shown on **Exhibit D-2**.

11.3 SCRRA, if it so elects, may recalculate and update the RAILROAD WORK Estimate submitted to SBCTA in the event SBCTA does not commence construction on the portion of the PROJECT located on the right-of-way of SCRRA within six (6) months from the date of the RAILROAD WORK.

11.4 SBCTA acknowledges that the RAILROAD WORK Estimate contained in **Exhibit D-2**, includes an estimate of the flagging costs provided by SCRRA for work on the railroad Right-of-Way and in the vicinity of the CROSSING AREA that is to be paid by SBCTA in connection with

the PROJECT. Any additional cost of flagging incurred by SCRRA or SBCTA is to be paid by SBCTA.

11.5 In the event of new construction and maintenance, SCRRA at the sole cost and expense of CITY, shall coordinate with CITY in providing flagging. CITY shall coordinate with the appropriate SCRRA representative for flagging.

11.6 Notwithstanding the amount of the RAILROAD WORK provided by SCRRA, SBCTA agrees to reimburse SCRRA for one hundred percent (100%) of all actual costs incurred by SCRRA in connection with the PROJECT including, but not limited to, actual costs of construction inspection, procurement of materials, equipment rental, manpower and deliveries to the job site and all of the normal and customary additives applicable to SCRRA (which shall include direct and indirect overhead costs) associated therewith.

ARTICLE 12 - CONTRACTOR'S RIGHT OF ENTRY PERMIT AND INSURANCE

12.1 Entry onto the railroad right-of-way by either SBCTA, CITY, or its contractor(s) shall at all times be subject to the current (at time of entry) requirements for entering the railroad right-of-way and the SCRRA procedures and requirements for securing railway flagging or other protective services.

12.2 SBCTA or CITY shall incorporate the provisions set forth in **Exhibit E-1**, through and including **Exhibits E-3** into each contract for any work involving construction of the PROJECT or future maintenance work. SBCTA or CITY shall further require that each of its contractor(s) comply with the requirements set forth in **Exhibit E-1**, through and including **Exhibits E-3**, in this AGREEMENT.

12.3 If SBCTA or CITY retains a contractor(s) to perform any work involving the PROJECT (including initial construction and any subsequent relocation or maintenance and repair work), SBCTA or CITY shall require the contractor(s) to:

- a) Execute SCRRA "Form 6 – Temporary Right-of Entry-Agreement" or similar form of

AGREEMENT as adopted by SCRRA at the time that any future work is performed without modification. A copy of SCRRA Form 6 as currently adopted by SCRRA is included with this AGREEMENT as **Exhibit E-3**.

- b) Furnish and provide the bonds, insurance policies, certificates, binders, endorsements or combinations thereof in accordance with the insurance requirements accompanying SCRRA "Form 6 – Temporary Right-of Entry-Agreement" and as described in Exhibit "A" of **Exhibit E-3**.
- c) SCRRA shall provide written notice to SBCTA if the Temporary Right of Entry Agreement and accompanying insurance requirements, Exhibit "A" of **Exhibit E-3**, change during the term of the this AGREEMENT.

12.4 SBCTA or CITY shall not allow any contractor(s) to commence any work in the CROSSING AREAS or on any other portion of the railroad right-of-way until the contractor(s) has provided the required insurance and the right-of-entry is approved and signed by SCRRA.

12.5 SBCTA or CITY may not self-insure any portion of the insurance coverage for work performed by the employees of SBCTA or CITY without prior approval of SCRRA.

12.6 Under no circumstances will personnel, equipment, or material of a contractor(s) or SBCTA or CITY be allowed on the railroad right-of-way without providing the insurance required by this article and arranging for flagging or other protective services.

ARTICLE 13 - EFFECTIVE DATE; TERM AND TERMINATION.

13.1 This AGREEMENT shall become effective as of the last date signed by the PARTIES, and shall continue in full force and effect for as long as the at-grade CROSSING AREAS exists.

13.2 In the event SBCTA does not commence construction on the portion of the PROJECT located on the CROSSING AREAS within eighteen (18) months of the effective date of the AGREEMENT, SCRRA may, if it so elects, terminate portions of this AGREEMENT related to the PROJECT effective upon delivery of thirty (30) calendar days written notice to SBCTA.

13.3 Either SCRRA or SBCTA may suspend its performance, under this AGREEMENT if it becomes impracticable to proceed because of the lack of funding or restrictions on the distribution of funds.

13.4 If the portions of this AGREEMENT related to the PROJECT is terminated or suspended as provided above, or for any reason, SBCTA shall pay to SCRRA all actual costs incurred by SCRRA or its contractor(s) in connection with the PROJECT up to the date of termination or suspension, including, without limitation, all actual costs incurred by SCRRA, including allocated overhead.

ARTICLE 14 - CONDITIONS PRECEDENT TO START OF WORK

14.1 Neither SBCTA nor any contractor(s) retained by SBCTA may commence any of the SBCTA WORK within the CROSSING AREAS until all of the following have occurred:

- a) SCRRA and SBCTA have executed this AGREEMENT;
- b) SCRRA has provided to SBCTA SCRRA's final written approval of the SBCTA WORK PS&E;
- c) Each Contractor(s) has executed SCRRA "Form No. 6 - Temporary Right-of-Entry Agreement" and has obtained and provided to SCRRA the insurance policies, certificates, binders, endorsements, or a combination thereof set forth in the "Form 6 – Temporary Right-of-Entry Agreement; and
- d) All required sums for payment of SCRRA as described in Article 11.1 have been deposited with SCRRA.

ARTICLE 15 - INDEMNIFICATION

15.1 Neither SCRRA, the CITY, nor the Operating Railroads, nor any of their respective board or council members, member agencies, officers, agents, volunteers, contractor(s), or employees shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of SBCTA under or in connection with any aspect of the PROJECT, SBCTA WORK, authority or obligation agreed to by SBCTA under this AGREEMENT. SBCTA shall indemnify, defend and hold harmless SCRRA and the CITY, any Operating Railroads, as identified by SCRRA, as well as their respective board members, member agencies, officers, agents, volunteers, contractor(s), and employees (“SCRRA and CITY Indemnitees”) from any and all liability, loss, expense (including reasonable attorneys’ fees and other defense costs), demands, suits, liens, damages, costs, claims, including but not limited to, claims for bodily injury, death, personal injury, or property damage, that are incurred by or asserted against the SCRRA Indemnitees arising out of or connected with any negligent acts or omissions on the part of SBCTA, its council, officers, agents, contractor(s), or employees under or in connection with any aspect of the PROJECT, SBCTA WORK, authority or obligation agreed to by SBCTA under this AGREEMENT. This indemnity shall survive completion of the PROJECT, SBCTA WORK, and RAILROAD WORK and termination of this AGREEMENT.

15.2 Neither SCRRA, SBCTA, nor the Operating Railroads, nor any of their respective board members, member agencies, officers, agents, volunteers, contractor(s), or employees shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of the CITY under or in connection with any aspect of the authority or obligation agreed to by the CITY under this AGREEMENT. CITY shall indemnify, defend and hold harmless SCRRA, SBCTA, any Operating Railroads, as identified by SCRRA, as well as their respective board members, member agencies, officers, agents, volunteers, contractor(s), and employees (“SCRRA and SBCTA Indemnitees”) from any and all liability, loss, expense (including reasonable attorneys’ fees and other defense costs), demands, suits, liens, damages, costs, claims, including but not limited to, claims for bodily injury, death, personal injury, or property damage, that are incurred by or asserted against the SCRRA and SBCTA Indemnitees arising out of or connected with any negligent acts or omissions on the part of the CITY, its council, officers, agents, contractor(s), or employees under or in connection with any aspect of the authority or obligation agreed to by the CITY under this AGREEMENT. This

indemnity shall survive completion of the PROJECT, SBCTA WORK, and RAILROAD WORK and termination of this AGREEMENT.

15.3 Neither SBCTA, the CITY, nor any of their respective board or council members, officers, agents, contractor(s), or employees shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of SCRRA under or in connection with any RAILROAD WORK, work, authority or obligation agreed to by SCRRA under this AGREEMENT. SCRRA shall indemnify, defend and hold harmless SBCTA and CITY, as well as their respective council, officers, agents, contractor(s), and employees (“SBCTA and CITY Indemnitees”) from any and all liability, loss, expense (including reasonable attorneys’ fees and other defense costs), demands, suits, liens, damages, costs, claims, including but not limited to, claims for bodily injury, death, personal injury, or property damage, that are incurred by or asserted against SBCTA and CITY Indemnitees arising out of or connected with any negligent acts or omissions on the part of SCRRA, its board members, officers, agents, volunteers, contractor(s) or employees under or in connection with any aspect of the RAILROAD WORK, authority or obligation agreed to by SCRRA under this AGREEMENT. This indemnity shall survive completion of the PROJECT, SBCTA WORK and RAILROAD WORK and termination of this AGREEMENT.

15.4 In contemplation of the provisions of Government Code §895.2 imposing certain tort liability jointly upon public entities solely by reason of such entities being PARTIES to an agreement, as defined in Government Code §895, each of the PARTIES hereto, pursuant to the authorization contained in Government Code §895.4 and §895.6, will assume the full liability imposed upon it or any of its officers, agents or employees by law for injury caused by any negligent or wrongful act or omission occurring in the performance of this AGREEMENT to the same extent that such liability would be imposed in the absence of §895.2 of such code. To achieve this purpose, each other agrees to indemnify and hold harmless each other for any cost or expense that may be imposed upon each other solely by virtue of said §895.2. The provisions of Civil Code §2778 are made a part hereof as if incorporated herein.

ARTICLE 16 - GENERAL PROVISIONS

16.1 This AGREEMENT shall continue in force and effect unless otherwise provided herein, until mutual termination by the PARTIES or the elimination or removal of an at-grade highway railroad crossing, whichever occurs first. The covenants and provisions of this AGREEMENT shall be binding upon and inure to the benefit of the successors and assigns of CITY, SBCTA, and SCRRA.

16.2 This AGREEMENT may be modified or amended only in writing. All modifications, amendments, changes and revisions of this AGREEMENT, in whole or part and from time to time, shall be binding upon the PARTIES, so long as the same shall be in writing and executed by the CITY, SBCTA, and SCRRA.

16.3 This AGREEMENT and the exhibits attached hereto contain the entire understanding between the PARTIES and supersede any prior written or oral understanding and agreement between them regarding the subject matter of this AGREEMENT. There are no representations, agreements, arrangements or understandings, oral or written, between the PARTIES relating to the subject matter of this AGREEMENT, which are not fully expressed herein.

16.4 The PARTIES to this AGREEMENT shall maintain all records associated with the PROJECT for the period of three (3) years from the date of the final invoice in accordance with 23 CFR 645. If funding is provided by State and FHWA, under Section 130, the books pertaining to the work shall be open to inspection and audit by representatives of the State and FHWA for three (3) years after FHWA payment of final invoice. Furthermore, each PARTY shall make all records available for audit by SCRRA, SBCTA, or CITY, or Federal auditors, or all or any combination. All audits are to be performed in accordance with audit principles and standards as set forth in 48 CFR, Chapter 1, Part 31.

16.5 In addition to the specific provisions of this AGREEMENT, delay in performance by any PARTY hereunder shall not be a default where delays or defaults are due to war; insurrection; strikes; lock-outs; riots; floods; earthquakes; weather; fires; casualties; accidents; emergencies; acts of God; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; lack of transportation; unusually severe weather; Federally-mandated inspections and maintenance; and/or any other causes

beyond the control or without the fault of the PARTY claiming an extension of time for any such cause. An extension of time for any such cause shall only be for the period of the enforced delay, which period shall commence to run from the time of commencement of the cause. If, however, notice by the PARTY claiming such extension is sent to the other PARTY more than thirty (30) calendar days after the commencement of the cause, the period shall commence to run only thirty (30) calendar days prior to the giving of such notice.

16.6 The execution and delivery of this AGREEMENT by each PARTY and the consummation of the transactions contemplated hereby are within the power of each PARTY and have been duly authorized by all necessary actions of each respective PARTY.

16.7 In the event any part of this AGREEMENT is declared by a court of competent jurisdiction to be invalid, void or unenforceable, such part shall be deemed severed from the remainder of this AGREEMENT and the balance of this AGREEMENT shall remain in effect.

16.8 This AGREEMENT shall be construed and interpreted under the laws of the State of California.

16.9 The article and section headings in this AGREEMENT are for convenience only and shall not be used in its interpretation or considered part of this AGREEMENT.

16.10 Any notice sent by first class mail, postage paid, to the address and addressee, shall be deemed to have been given when in the ordinary course it would be delivered. The representatives of the PARTIES who are primarily responsible for the administration of this AGREEMENT, and to whom notices, demands and communications shall be given, are as follows:

CITY:
Bob Critchfield
Engineering Manager

City of Upland
460 N Euclid Avenue
Upland, CA 91786
E-mail: bcritchfield@ci.upland.ca.us
Telephone: (909) 291-2946
SBCTA:
Juan Lizarde
Project Manager

SBCTA
1170 W 3rd St 2nd Floor
San Bernardino, CA 92410
E-mail: jlizarde@gosbcta.com
Telephone: (909) 884-8276

SCRRA:
Andrew Althorp
Assistant Director, Construction
Public Project

SCRRA/Metrolink
2558 Supply Street, Bldg A
Pomona, CA 91767
E-Mail: althorpa@scrra.net
Telephone: (909) 593-6973

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

Attachment: 22-1002791 (8455 : C&M Agreement for Euclid Avenue Pedestrian Gates in City of Upland)

IN WITNESS WHEREOF, the PARTIES have caused this AGREEMENT to be duly executed
in by their duly qualified and authorized officials.

**SOUTHERN CALIFORNIA REGIONAL
RAIL AUTHORITY**

APPROVED AS TO FORM:

By: _____
Darren M. Kettle
Chief Executive Officer

By: _____
Don O. Del Rio
General Counsel

Date: _____

Date: _____

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

APPROVED AS TO FORM:

By: _____
Art Bishop
President, Board of Directors

By: _____
Juanda Daniel
Assistant General Counsel

Date: _____

Date: _____

CITY OF UPLAND

APPROVED AS TO FORM:

By: _____
Michael Blay
City Manager

By: _____
Stephen Deitsch
City Attorney

Date: _____

Date: _____

Attachment: 22-1002791 (8455 : C&M Agreement for Euclid Avenue Pedestrian Gates in City of Upland)

EXHIBIT A

To Construction and Maintenance Agreement
Euclid Avenue Pedestrian Improvement
Project
Cover Sheet for the
Standard Terms and Conditions

Attachment: EXHIBIT A (8455 : C&M Agreement for Euclid Avenue Pedestrian Gates in City of Upland)

EXHIBIT A
To Construction and Maintenance Agreement

TERMS AND CONDITIONS

SECTION 1 - CONDITIONS AND COVENANTS

a) SCRRRA makes no covenant or warranty of title for quiet possession or against encumbrances. The CITY shall not use or permit use of the CROSSING AREA for any purposes other than those described in this AGREEMENT. Without limiting the foregoing, the CITY shall not use or permit use of the CROSSING AREA for other railroad purposes, or for gas, oil or gasoline pipe lines. Any lines constructed on SBCTA's right-of-way by or under authority of the CITY for the purpose of conveying electric power or communications incidental to the CITY's use of the right-of-way for highway purposes shall be constructed in accordance with specifications and requirements of SCRRRA, and in such manner as not adversely to affect communication or signal lines of SCRRRA or its licensees now or hereafter located upon said right-of-way. No non-party shall be admitted by the CITY to use or occupy any part of SBCTA's right-of-way without SCRRRA's written consent. Nothing herein shall obligate SCRRRA to give such consent.

b) The right hereby granted is subject to any existing encumbrances and rights (whether public or private), recorded or not, and also to any renewals thereof. The CITY shall not damage, destroy or interfere with the right-of-way or rights of nonparties in, upon or relating to the railroad right-of-way, unless the CITY at its own expense settles with and obtains releases from such nonparties.

c) SCRRRA and its member agencies reserve the right to use and to grant to others the right to use the CROSSING AREA for any purpose not inconsistent with the right hereby granted, including, but not by way of limitation, the right to construct, reconstruct, maintain, operate, repair, alter, renew and replace tracks, facilities and appurtenances on the right-of-way; also, the right to cross the CROSSING AREA with all kinds of equipment. SCRRRA further reserves the right to attach signal, communication or power lines to any highway facilities located upon the railroad right-of-way, provided that such attachments shall comply with CITY's specifications and will not interfere with the use of the CROSSING AREA.

d) So far as it lawfully may do so, the CITY will assume, bear and pay all taxes and assessments of whatsoever nature or kind (whether general, local or special) levied or assessed upon or against the Crossing Areas, excepting taxes levied upon and against the right-of-way as a component part of SCRRRA's operating right-of-way.

e) If any property or rights other than the right granted by this AGREEMENT and the attached easements or licenses are necessary for the construction, maintenance and use of the Structure and its appurtenances, or for the performance of any work in connection with the PROJECT, the CITY will acquire all such other property and rights at its own expense and without expense to SCRRA.

SECTION 2 - CONSTRUCTION OF PROJECT

a) All work contemplated in this AGREEMENT must be performed in a good and workmanlike manner and each portion must be promptly commenced by the PARTY obligated by this AGREEMENT to perform the work. All work must be diligently prosecuted to conclusion in its logical order and sequence. All changes or modifications proposed during construction which affect SCRRA or the interests of SCRRA will be subject to SCRRA's approval prior to the commencement of work on all such changes or modifications.

b) SBCTA, at its expense, will apply for and obtain all public authority required by law, ordinance, rule or regulation for the PROJECT, and will furnish SCRRA upon request with satisfactory evidence that such authority has been obtained. SBCTA shall act as the lead agency on all planning, zoning, environmental approval and permitting activities required by State or Federal law and shall obtain and pay for all other permits and licenses required by law or regulation for the PROJECT.

c) All construction work of SBCTA upon the railroad right-of-way shall be performed and completed in a manner satisfactory to SCRRA in accordance with the Plans, Specifications and Estimates, SCRRA's Minimum Requirements set forth in **Exhibit B-6, D-1, E-1, E-2, E-3** and **other** guidelines or standards furnished by SCRRA.

d) SBCTA shall require its Contractor(s) to reasonably adhere to the construction schedule adopted for all PROJECT work. Reasonable time must be allowed in the schedule for SCRRA to perform the Railroad Work for which it is responsible. However, regardless of the requirements of the construction schedule, SCRRA reserves the right to reallocate the labor forces assigned to complete the railroad work in the event of an emergency to provide for the immediate restoration of railroad operations or to protect persons or property on or near any SCRRA owned property. SCRRA will not be liable for any additional costs or expenses resulting from any such reallocation of its labor forces. The PARTIES mutually agree that any reallocation of labor forces by SCRRA pursuant to this provision and any direct or indirect consequences or costs resulting from any such reallocation will not constitute a breach of this AGREEMENT by SCRRA.

e) All construction work of SBCTA shall be performed diligently and completed within a reasonable time and in any event within three (3) years from the effective date of this AGREEMENT, or within such further period of time as may be specified in writing by SCRRA. No part of the PROJECT shall be suspended, discontinued or unduly delayed without SCRRA's written consent and subject to such reasonable conditions as SCRRA may specify. It is understood that SCRRA's tracks at and in the vicinity of the work will be in constant or frequent use during progress of the work and that movement or stoppage of trains, engines or cars may cause delays in the work of SBCTA. SBCTA hereby assumes the risk of any such delays and agrees that no claims for damage on account of any delay shall be made against SCRRA.

f) SCRRA will have the right to stop construction work on the PROJECT if any of the following events take place:

- i) SBCTA or any of its contractor(s) performs the PROJECT work in a manner contrary to the PS&E approved by SCRRA;
- ii) SBCTA or any of its Contractor(s), in SCRRA's opinion, prosecutes the PROJECT work in a manner which is hazardous to SCRRA property, facilities or the safe and expeditious movement of railroad traffic;
- iii) the insurance required by the AGREEMENT is canceled during the course of the PROJECT or does not meet the minimum requirements specified herein; or
- iv) SBCTA fails to pay any non-disputed costs incurred by SCRRA as provided in the AGREEMENT.

g) The work stoppage may continue until all necessary actions are taken by SBCTA or its Contractor(s) to rectify the conditions to the satisfaction of SCRRA or until additional insurance has been delivered to and accepted by SCRRA or the obligations are brought current.

SECTION 3 - INJURY AND DAMAGE TO PROPERTY

If SBCTA, in the performance of any work contemplated by this AGREEMENT or by the failure to do or perform anything for which SBCTA is responsible under the provisions of this AGREEMENT, shall injure, damage or destroy any property of SCRRA or of any other person lawfully occupying or using the railroad right-of-way, such property shall be replaced or repaired by SBCTA at SBCTA's own expense, or by SCRRA at the expense of SBCTA, and to the satisfaction of SCRRA.

SECTION 4 - PAYMENT FOR WORK BY SCRRA

Payment for work by SCRRA shall be in accordance with Article 11 - Payment for SCRRA Work (RAILROAD WORK) as set forth in this **AGREEMENT**.

SECTION 5 - MAINTENANCE AND REPAIRS

- a) SCRRA Obligations - SCRRA will accept, own, and maintain, at its sole cost and expense, the following portions of the PROJECT:
 - a. the railroad roadbed, ballast, track and appurtenances;
 - b. the railroad signal and communication facilities and appurtenances;
 - c. the railroad maintenance roads on the railroad side of railroad access gates;
 - d. the railroad drainage structures;
 - e. and other facilities to which SCRRA accepts title.
- b) CITY Obligations. CITY will own and maintain, at its sole cost and expense, the following portions of the PROJECT:
 - a. the roadway including the roadway approaches and curbs, gutters, sidewalks and appurtenances thereto;
 - b. the approach lighting and appurtenances thereto;
 - c. the roadway drainage structures, storm drain laterals, and collecting storm drains;
 - d. the access roadways necessary to reach the railroad right-of-way; the roadway signage and striping;
 - e. the ADA truncated domes and appurtenances for protection or benefit of pedestrians;
 - f. and all other work constructed by the PROJECT excepting that for which SCRRA is responsible under this AGREEMENT or pursuant to law or regulation.

SECTION 6 - SAFETY MEASURES; PROTECTION OF SCRRA OPERATIONS

It is understood and recognized that safety and continuity of SCRRA's operations and communications are of the utmost importance; and in order that the same may be adequately safeguarded, protected and assured, and in order that accidents and/or incidents may be prevented and avoided, it is agreed with respect to all of said work of SBCTA or CITY that the work will be performed in a safe manner and in conformity with the following standards:

- a) **SBCTA, CITY, and Contractor.** All references in this AGREEMENT to SBCTA or CITY shall also include the Contractor(s), its subcontractors of any tier, and their respective officers, agents and employees, and others acting under its or their authority; and all references in this AGREEMENT to work of SBCTA or CITY shall include work both within and outside of the railroad right-of-way.
- b) **Compliance With Laws.** SBCTA and CITY shall comply with all applicable federal, state and local laws, regulations and enactments affecting their work. SBCTA and CITY shall use only such methods as are consistent with safety, both as concerns SBCTA, CITY, their respective agents and employees, the officers, agents, employees and property of SCRRA and the public in general. SBCTA and CITY (without limiting the generality of the foregoing) shall comply with all applicable state and federal occupational safety and health acts, labor laws, laws governing trade, travel and use of material, and similar laws or regulations. All Federal Railroad Administration regulations shall be followed when work is performed on SCRRA's premises. If any failure by SBCTA or CITY to comply with any such laws, regulations, and enactments, shall result in any fine, penalty, cost or charge being assessed, imposed or charged against SCRRA, SBCTA or CITY shall reimburse and indemnify SCRRA for any such fine, penalty, cost, or charge, including without limitation attorney's fees, court costs and expenses. SBCTA and CITY further agrees in the event of any such action, upon notice thereof being provided by SCRRA, to defend such action free of cost, charge, or expense to SCRRA.
- c) **No Interference or Delays.** SBCTA and CITY shall not do, suffer or permit anything which will or may obstruct, endanger, interfere with, hinder or delay maintenance or operation of SCRRA's tracks or facilities, or any communication or signal lines, installations or any appurtenances thereof, or the operations of others lawfully occupying or using the railroad right-of-way or SCRRA's facilities.
- d) **Supervision.** SBCTA or CITY, at its own expense, shall adequately supervise and inspect all work to be performed by SBCTA or CITY, and shall not inflict injury to persons or damage to property for the safety of whom or of which SCRRA may be responsible, or to property of SCRRA. The responsibility of SBCTA and CITY for safe conduct and adequate policing and supervision of the work shall not be lessened or otherwise affected by SCRRA's approval of plans and specifications, or by SCRRA's collaboration in performance of any work, or by the presence at the work site of SCRRA's representatives, or by compliance by SBCTA or CITY with any requests or recommendations made by such representatives. If a representative of SCRRA is assigned to the PROJECT, SBCTA will give due consideration to suggestions and recommendations made by such representative for the safety and protection of the railroad right-of-way and SCRRA's operations.

e) **Suspension of Work.** If at any time SBCTA, CITY, or SCRRA shall be of the opinion that any work of SBCTA or CITY is being or is about to be done or prosecuted without due regard and precaution for safety and security, SBCTA or CITY shall immediately suspend the work until suitable, adequate and proper protective measures are adopted and provided.

f) **Removal of Debris.** SBCTA or CITY shall not cause, suffer or permit material or debris to be deposited or cast upon, or to slide or fall upon any or the railroad right-of-way or facilities of SCRRA; and any such material and debris shall be promptly removed from the railroad right-of-way by SBCTA or CITY at their own expense or by SCRRA at the expense of SBCTA or CITY. SBCTA or CITY shall not cause, suffer or permit any water to be drained or pumped onto the railroad right-of-way during any dewatering from the CROSSING AREA without the prior permission of SCRRA.

g) **Explosives.** SBCTA or CITY shall not discharge any explosives on or in the vicinity of the railroad right-of-way without the prior consent of SCRRA, which will not be given if, in the sole discretion of SCRRA, such discharge would be dangerous or would interfere with the railroad right-of-way or SCRRA's property or facilities. For the purposes hereof, the "vicinity of the railroad right-of-way" shall be deemed to be any place on the railroad right-of-way or in such close proximity to the railroad right-of-way that the discharge of explosives could cause injury to SCRRA's employees or other persons, or cause damage to or interference with the facilities or operations on the railroad right-of-way. SCRRA reserves the right to impose such conditions, restrictions or limitations on the transportation, handling, storage, security and use of explosives as SCRRA, in SCRRA's sole discretion, may deem to be necessary, desirable or appropriate.

h) **Excavation.** SBCTA and CITY shall not excavate from existing slopes nor construct new slopes which are excessive and may create hazards of slides or falling rock, or impair or endanger the clearance between existing or new slopes and the tracks of SCRRA. SBCTA and CITY shall not do or cause to be done any work which will or may disturb the stability of any area or adversely affect SCRRA's tracks or facilities. SBCTA or CITY, at its own expense, shall install and maintain adequate shoring and cribbing for all excavation and/or trenching performed by SBCTA or CITY in connection with construction, maintenance or other work. Systems for the support of any excavation must conform to the requirements of SCRRA Excavation Support Criteria. The shoring and cribbing shall be constructed and maintained with materials and in a manner approved by SCRRA to withstand all stresses likely to be encountered, including any stresses resulting from railroad surcharges or vibrations caused by SCRRA's operations in the vicinity.

i) **Falsework.** No falsework may be erected over the track or on the railroad right-of-way except as approved by SCRRA. All falsework must conform to the requirements of the Caltrans Falsework Manual for traffic openings and any additional provisions provided by SCRRA:

j) **Drainage.** SBCTA or CITY, at their own expense, shall provide adequate passageway for the waters of any streams, bodies of water and drainage facilities (either natural or artificial, and including water from SCRRA's culvert and drainage facilities), so that said waters may not, because of any facilities or work of SBCTA, be impeded, obstructed, diverted or caused to back up, overflow or damage the railroad right-of-way or property of SCRRA or any part thereof, or the property of others. SBCTA and CITY shall not obstruct or interfere with existing ditches or drainage facilities.

k) **Fiber Optic Cables.** Fiber optic and other cable systems may be buried on the railroad right-of-way. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. SBCTA, the CITY, and its consultants and contractors shall call the Underground Service Alert of Southern California toll-free at (800) 227-2600 a minimum of five (5) calendar days before performing any excavation.

l) **SCRRA Signal and Communication Facilities.** SCRRA is not a member of Underground Service Alert of Southern California. SBCTA, the CITY, and its consultants and contractors, shall call SCRRA Signal Department at (909) 592-1346 to request marking of signal and communication cables or conduits or both a minimum of 72-hours prior to performing any excavation on the railroad right-of-way. No work may proceed until you have been provided with an SCRRA dig number in addition to that provided by Underground Service Alert. In case of signal emergencies or grade crossing problems, the contractor shall call SCRRA's 24-hour signal emergency number at (888) 446-9721.

SECTION 7 - INTERIM WARNING DEVICES

If at any time it is determined by the CPUC or FRA, by the CITY, or by agreement between the PARTIES, that new or improved train activated warning devices should be installed at the CROSSING AREA, CITY shall install adequate temporary warning devices or signs and impose appropriate vehicular control measures to protect the motoring public until the construction or reconstruction of the warning devices has been completed.

SECTION 8 - OTHER RAILROADS AND AGENCIES

All protective and indemnifying provisions of this AGREEMENT shall inure to the benefit of SCRRA and any other Operating Railroad company lawfully using the railroad right-of-way or SCRRA's facilities. On any certificate of insurance furnished pursuant to this AGREEMENT, SCRRA must be named as the Certificate holder or the insured. The following must be named as an additional insured:

Los Angeles County Metropolitan Transportation Authority (MTA)

Orange County Transportation Authority (OCTA)

Riverside County Transportation Commission (RCTC)

San Bernardino County Transportation Authority (SBCTA)

Ventura County Transportation Commission (VCTC)

Union Pacific Railroad Company (UPRR)

Burlington Northern Santa Fe Corp. (BNSF)

National Railroad Passenger Corporation (Amtrak)

SECTION 9 - REMEDIES FOR BREACH OR NONUSE

a) If SBCTA or the CITY shall fail, refuse or neglect to perform and abide by the terms of this AGREEMENT, SCRRA, in addition to any other rights and remedies, may perform any work which in the judgment of SCRRA is necessary to place the CROSSING AREA and appurtenances in such condition as will not menace, endanger or interfere with SCRRA's facilities or operations or jeopardize SCRRA's employees; and SBCTA or the CITY (depending on whom is sponsoring the work) will reimburse SCRRA for the expenses thereof.

b) CITY will surrender peaceable possession of the CROSSING AREA upon termination of this AGREEMENT. Termination of this AGREEMENT shall not affect any rights, obligations or liabilities of the PARTIES, accrued or otherwise, which may have arisen prior to termination.

EXHIBIT B-1

To Construction and Maintenance Agreement
for
Euclid Avenue Pedestrian Safety Improvement
Project
Cover sheet for the
Detailed Description of Project

EXHIBIT B-1
DETAILED PROJECT DESCRIPTION
EUCLID AVENUE PEDESTRIAN IMPROVEMENT PROJECT
PROJECT NO. TBD

The purpose of the PROJECT is to provide pedestrian safety improvements on the highway-rail at-grade crossing at EUCLID AVE, located along SCRRA's San Gabriel Subdivision at Milepost 36.81 in the City of Upland, San Bernardino County, California. The public will benefit from the proposed project through improvements to both public safety and convenience.

Associated Crossings	CPUC #	DOT #
Euclid Avenue Highway-Rail Crossing	101SG-36.81	026173P

The PROJECT proposes to construct pedestrian safety improvements on the crossing, which includes the following improvements as approved in the California Public Utilities Commission (CPUC) GO-88B Authorization letter:

- Install automated pedestrian gates
- Install pedestrian channelization and emergency swing gates
- Install detectable warning strips on all sidewalk crossing approaches
- Install California Manual on Uniform Traffic Control Devices (CA MUTCD) compliant signage and pavement markings, including W10-2(L) advance warning signs and W10-2(R) advance warning signs.

All railroad signal, communication, and track systems will be Positive Train Control compliant.

EXHIBIT B-2

To Construction and Maintenance Agreement
for
Euclid Avenue Pedestrian Safety Improvement
Project
Cover Sheet for the
Railroad Location Print

EXHIBIT B-2
Railroad Location Print

Figure 1: Location Map

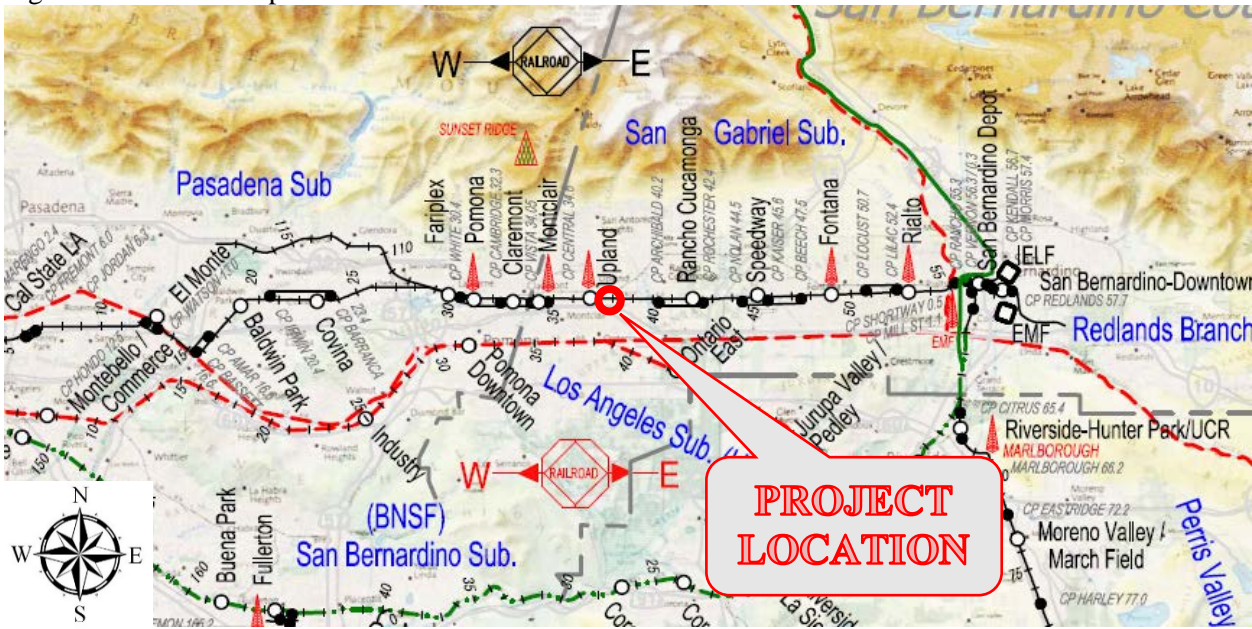


Figure 2: Vicinity Map

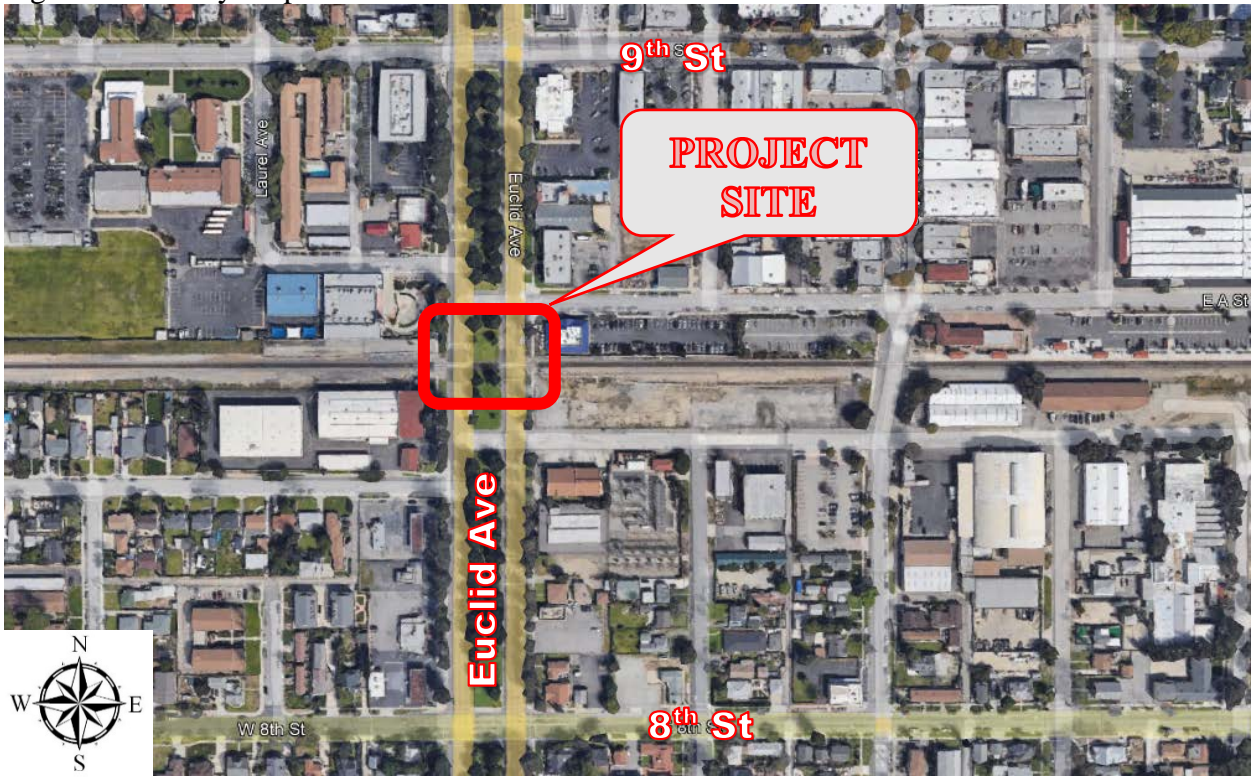


EXHIBIT B-3

To Construction and Maintenance Agreement
for
Euclid Avenue Pedestrian Safety Improvement
Project
Cover Sheet for the

PROJECT Plans



SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY

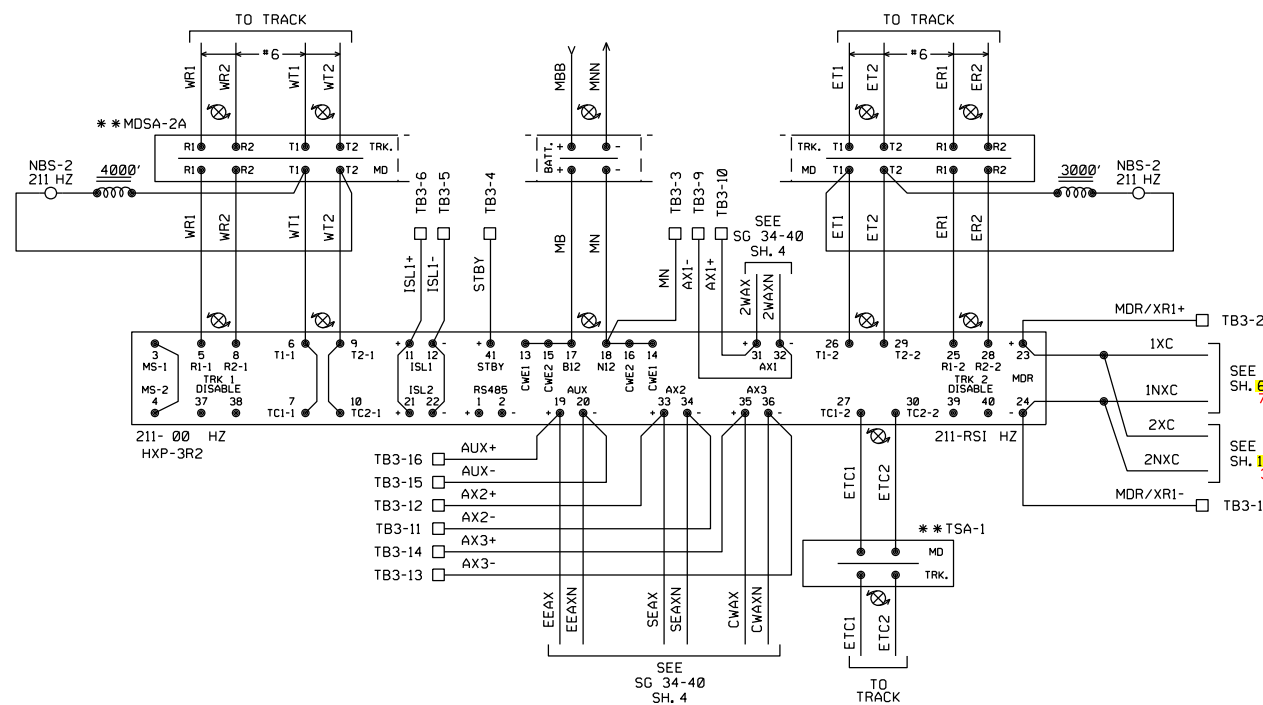
EUCLID AVE.

SG 36.81

100% SUBMITTAL

EUCLID AVE. DESIGN USES PRE-ASSEMBLED AUXILIARY
CASE ENCLOSURE SCRRRA PART# 03-3248000


INDEX	
SHEET	CONTENTS
SG 36.81 SH. 1	CROSSING CIRCUIT PLAN
SG 36.81 SH. 2	PROGRAM OPTIONS PLAN
SG 36.81 SH. 3	CABLE INTERCONNECT
SG 36.81 SH. 4	PTC RADIO SHEET
SG 36.81 SH. 5	LIGHTING CIRCUITS
SG 36.81 SH. 6	ELECTROCODE 5 CIRCUITS
SG 36.81 SH. 7	CROSSING CONTROLLER CIRCUIT
SG 36.81 SH. 8	GATE CIRCUIT PLAN
SG 36.81 SH. 9	GATES 1P & 3P CIRCUITS
SG 36.81 SH. 10	DATA RECORDER CIRCUIT PL
SG 36.81 SH. 11	POWER & BATTERY CIRCUIT
SG 36.81 SH. 12	DATA RECORDER CIRCUIT PL
SG 36.81 SH. 12	CROSSING CONTROLLER CIRCUIT
SG 36.81 SH. 13	POWER & BATTERY CIRCUIT
SG 36.81 SH. 13	GATE CIRCUIT PLAN
SG 36.81 SH. 14	GATES 2P & 4P CIRCUITS
SG 36.81 SH. 15	DATA RECORDER CIRCUIT PL
SG 36.81 SH. 15	MICRO-AIDE EVENT RECORDER
SG 36.81 SH. 16	POWER & BATTERY CIRCUIT
SG 36.81 SH. 17	CASE LAYOUT

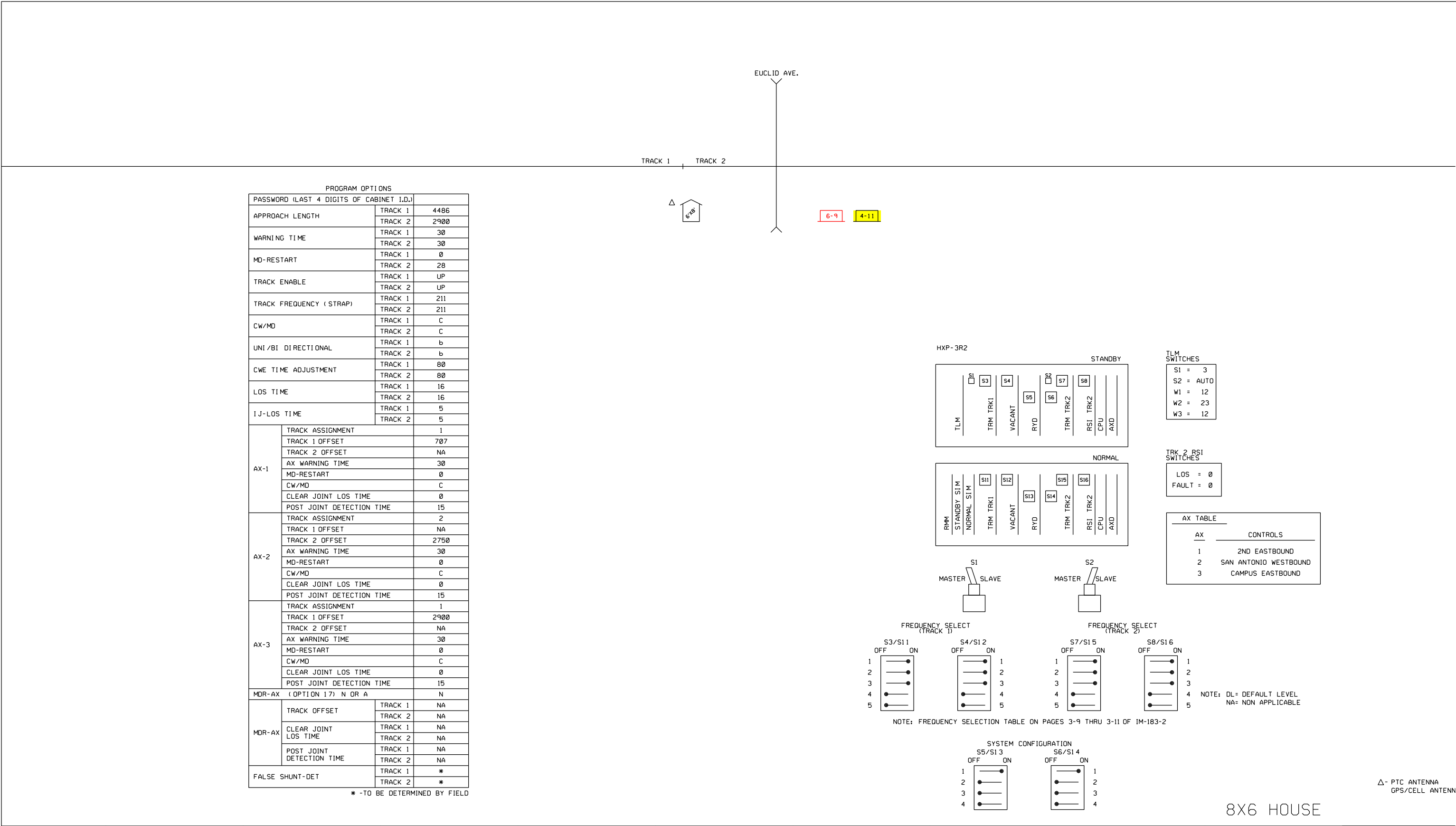


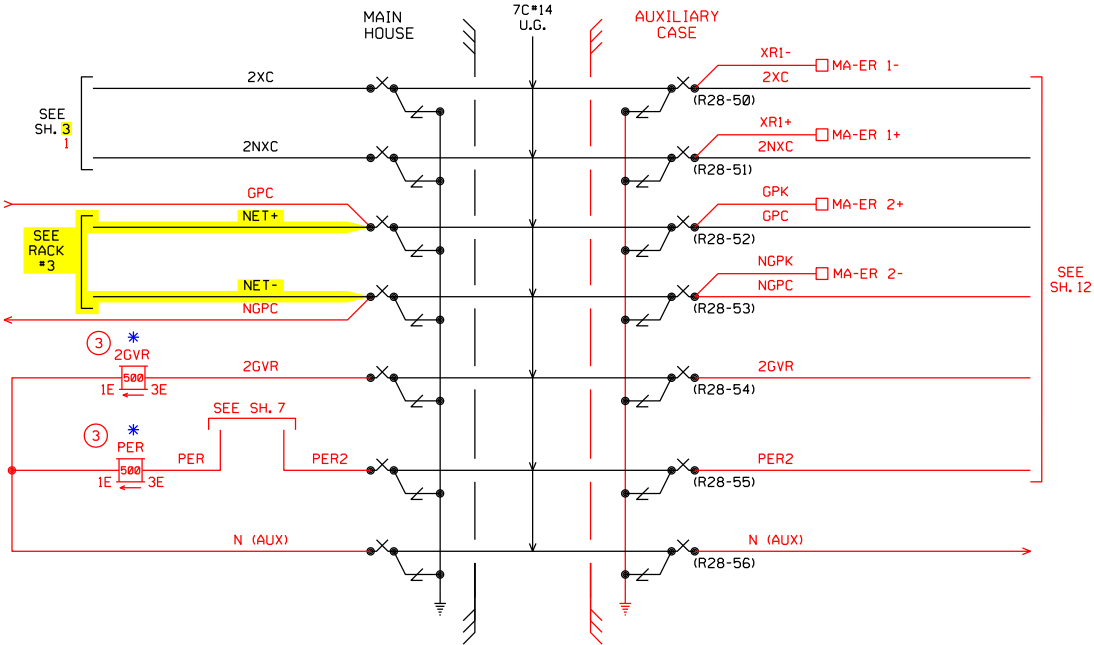
△ - PTC ANTENNA
GPS/CELL ANTENNA
□ - DENOTES MDA II CONNEC

DATE IN SERVICE _____
S. ENGINEER _____
INSPECTOR _____

8X6 HOUSE RED = IN YELLOW = OUT

INFORMATION CONFIDENTIAL ALL PLANS, DRAWINGS, SPECIFICATIONS AND/OR INFORMATION FURNISHED HEREWITH SHALL REMAIN THE PROPERTY OF THE SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY AND SHALL NOT BE USED FOR ANY PURPOSE NOT PROVIDED FOR IN AGREEMENT WITH THE SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY	DESIGNED: 05-01-03 BY: PRE/JLH FILE TASK NO.: 401002 POMONA DOUBLE TRACK	DESIGNED: 03-10-06 BY: NAS/WBY FILE N/A TASK NO.: H-1629 INSTALL GRADE CROSSING MONITOR SYSTEM	AS-IN-SERVICE FILE N/A TASK NO.: UPDATED PLANS PER FIELD REVISIONS.	DESIGNED: 08-05-10 BY: XRL/PAH FILE N/A TASK NO.: SWE-10 INSTALL PTC SAN GABRIEL SUB INTERMEDIATE SIGNALS.	DESIGNED: 08-05-10 BY: XRL/PAH FILE N/A TASK NO.: INSTALL PTC SAN GABRIEL SUBDIVISION	DESIGNED: 03-31-11 BY: PRE/DWB FILE N/A TASK NO.: H1636-10 INSTALL PTC RADIO	DESIGNED: 1-11-16 BY: XRL/GCR FILE: LWD015-40730 TASK NO.: CTO 134 SAN GABRIEL SUB. EC4 UPGRADE	DESIGNED: - - BY: / FILE: TASK NO.: PRE CTO-98/200000 CONVERT TRACK AND LOCATION BOOKS INTO LOCATION SPECIFIC PLAN SETS	DESIGNED: 01-18-22 BY: XORAIL/GCR FILE LWD22-861017 TASK NO.: CTO "31" EUCLID AVE PED IMPROVEMENTS 100% SUBMITTAL	<div>  <div> <div>CROSSING CIRCUIT PLAN</div> <div>EUCLID AVE.</div> <div>SG 36.81</div> </div> </div> <div> <div>SH. 1 OF 17</div> <div>06/26/95</div> </div>
	IN SVC. DATE 08-30-03 CORRECTED: 12-15-03 BY: PRE/JLH	IN SVC. DATE 04-11-06 NAS/GLB CORRECTED: 09-27-06 BY: NAS/RJK	CORRECTED: 03-16-09 BY: XRL/TDK	100% SUBMITTAL IN SVC. DATE - - CORRECTED: - - BY: /	IN SVC. DATE 05-01-11 CORRECTED: 08-30-12 BY: RP/RM	IN SVC. DATE 09-01-12 CORRECTED: 10-01-12 BY: PRE/DWB	IN SVC. DATE 02-03-18 CORRECTED: 03-28-18 BY: XRL/ST	IN SVC. DATE - - CORRECTED: 05-07-20 BY: PRE/JDS	IN SVC. DATE - - CORRECTED: - - BY: /	





NOTE:
1. ALL WIRE #16 AWG, UNLESS OTHERWISE NOTED.
□ - DENOTES MICRO-AIDE CONNECTION
* - FIELD TO DETERMINE NEW TERMINAL, CABLE & RELAY LOCATIONS FOR NEW PEDESTRIAN GATES.

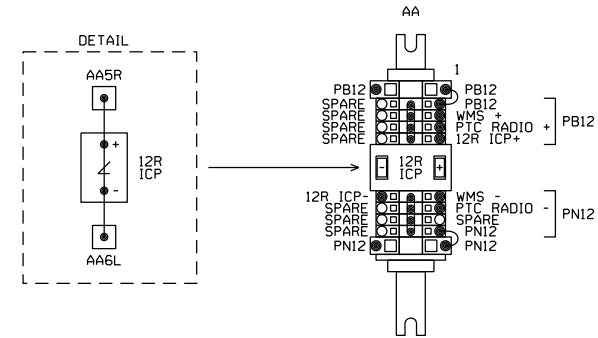
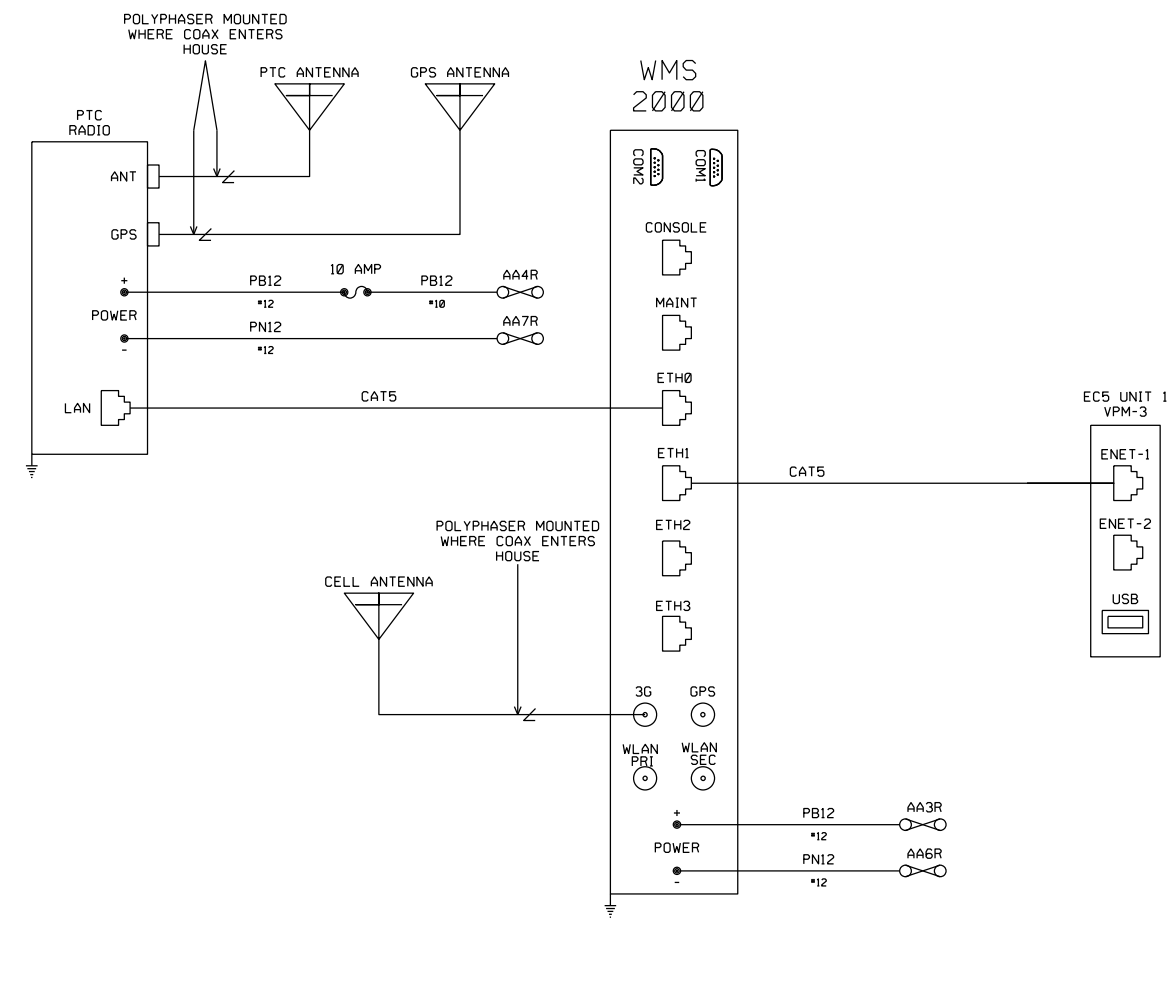
DATE IN SERVICE _____

S. ENGINEER _____

INSPECTOR _____

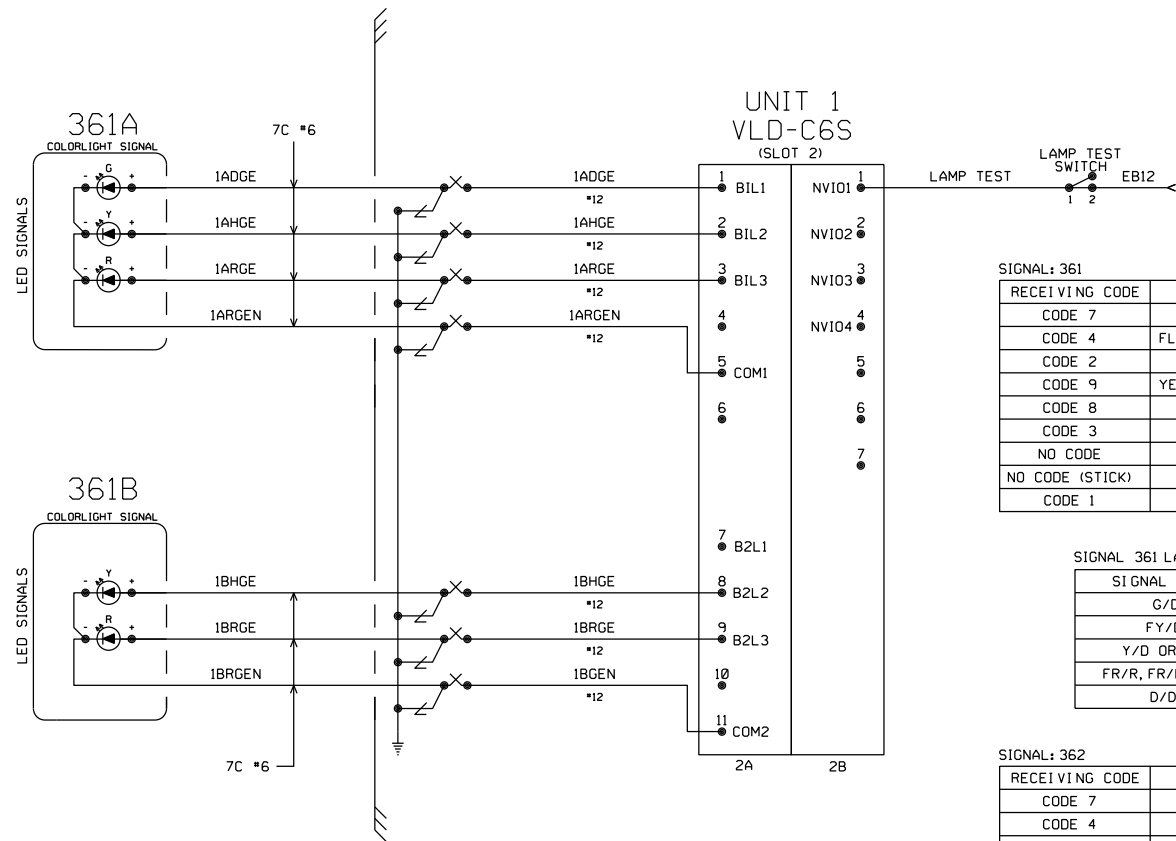
RED = IN YELLOW = OUT

INFORMATION CONFIDENTIAL ALL PLANS, DRAWINGS, SPECIFICATIONS AND/OR INFORMATION FURNISHED HEREWITH SHALL REMAIN THE PROPERTY OF THE SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY AND SHALL BE HELD CONFIDENTIAL AND SHALL NOT BE USED FOR ANY PURPOSE NOT PROVIDED FOR IN AGREEMENT WITH THE SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY									DESIGNED: 01-18-22 BY: XORAIL/GCR FILE LWD22-861017 TASK NO.: CTO #31 EUCLID AVE PED IMPROVEMENTS 100% SUBMITTAL IN SVC. DATE - - CORRECTED: - - BY: /	SCAX CABLE INTERCONNECT EUCLID AVE. SG 36.81 SH. 3 OF 17 01/18/22
--	--	--	--	--	--	--	--	--	--	---



8X6 HOUSE

INFORMATION CONFIDENTIAL ALL PLANS, DRAWINGS, SPECIFICATIONS AND/OR INFORMATION FURNISHED HERewith SHALL REMAIN THE PROPERTY OF THE SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY AND SHALL NOT BE USED FOR ANY PURPOSE NOT PROVIDED FOR IN AGREEMENT WITH THE SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY	DESIGNED: 03-31-11 BY: PRE/DWB FILE N/A TASK NO.: H1636-10 INSTALL PTC RADIO IN SVC. DATE 09-01-12 CORRECTED: 10-01-12 BY: PRE/DWB	DESIGNED: 1-11-16 BY: XRL/GCR FILE: LWD15-40730 TASK NO.: CTO 134 SAN GABRIEL SUB. EC4 UPGRADE IN SVC. DATE 02-03-18 CORRECTED: 03-28-18 BY: XRL/ST	DESIGNED: - - BY: / FILE: TASK NO.: PRE CTO-98/200000 CONVERT TRACK AND LOCATION BOOKS INTO LOCATION SPECIFIC PLAN SETS IN SVC. DATE - - CORRECTED: 05-07-20 BY: PRE/JDS							SCAX PTC RADIO SHEET EUCLID AVE. SG 36.81 SH. 3 OF 13 4 17 03/11/11
---	---	--	---	--	--	--	--	--	--	--



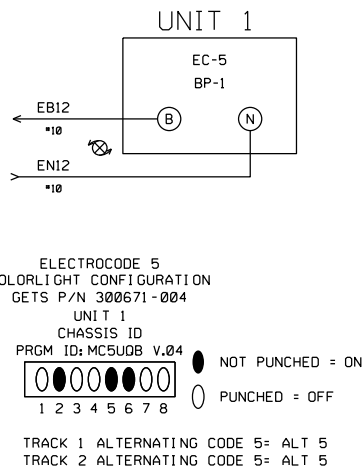
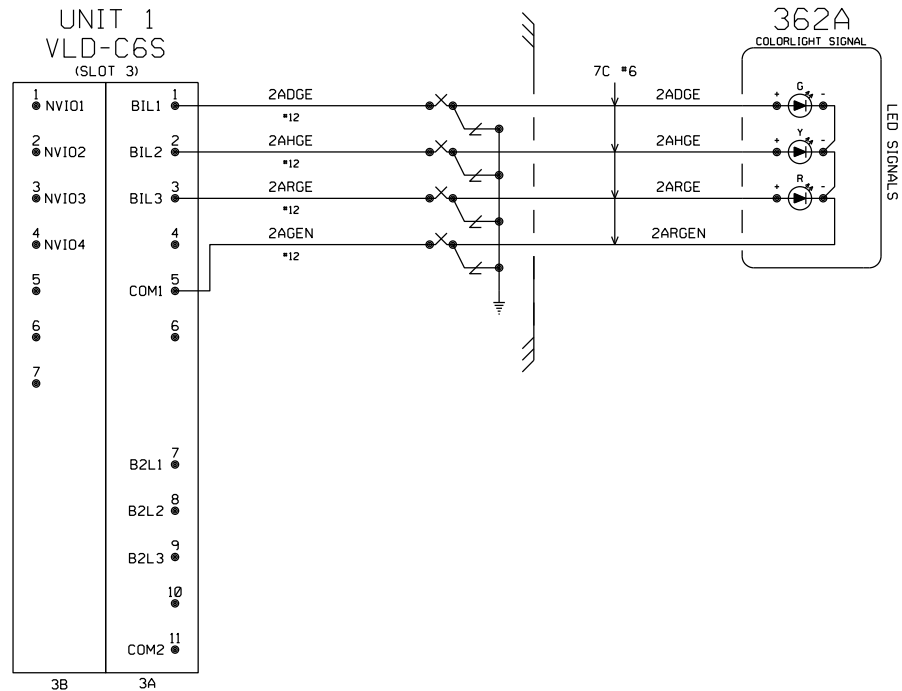
SIGNAL: 361			
RECEIVING CODE	SIGNAL ASPECT	TRANSMITTING CODE	PTC*
CODE 7	GREEN/RED	CODE 7	3
CODE 4	FLASHING YELLOW/RED	CODE 7	7
CODE 2	YELLOW/YELLOW	CODE 4	6
CODE 9	YELLOW/FLASHING RED	CODE 4	8
CODE 8	YELLOW/RED	CODE 4	9
CODE 3	RED/RED	CODE 8	14
NO CODE	RED/RED	CODE 1	14
NO CODE (STICK)	RED/RED	CODE 8	14
CODE 1	RED/RED	CODE 1	14

SIGNAL 361 LAMP OUT ASPECTS:		
SIGNAL ASPECT	TRANSMITTING CODE	PTC*
G/D	CODE 7	3
FY/D	CODE 7	7
Y/D OR D/Y	CODE 4	9
FR/R, FR/D, D/FR	CODE 8	13
D/D	CODE 8	30

SIGNAL: 362			
RECEIVING CODE	SIGNAL ASPECT	TRANSMITTING CODE	PTC*
CODE 7	GREEN	CODE 7	3
CODE 4	FLASHING YELLOW	CODE 7	7
CODE 2	YELLOW	CODE 4	9
CODE 9	YELLOW	CODE 4	9
CODE 8	YELLOW	CODE 4	9
CODE 3	RED	CODE 8	14
NO CODE	RED	CODE 1	14
NO CODE (STICK)	RED	CODE 8	14
CODE 1	RED	CODE 1	14

SIGNAL 362 LAMP OUT ASPECTS:		
SIGNAL ASPECT	TRANSMITTING CODE	PTC*
FY	CODE 7	7
FR	CODE 8	13
D	CODE 8	30

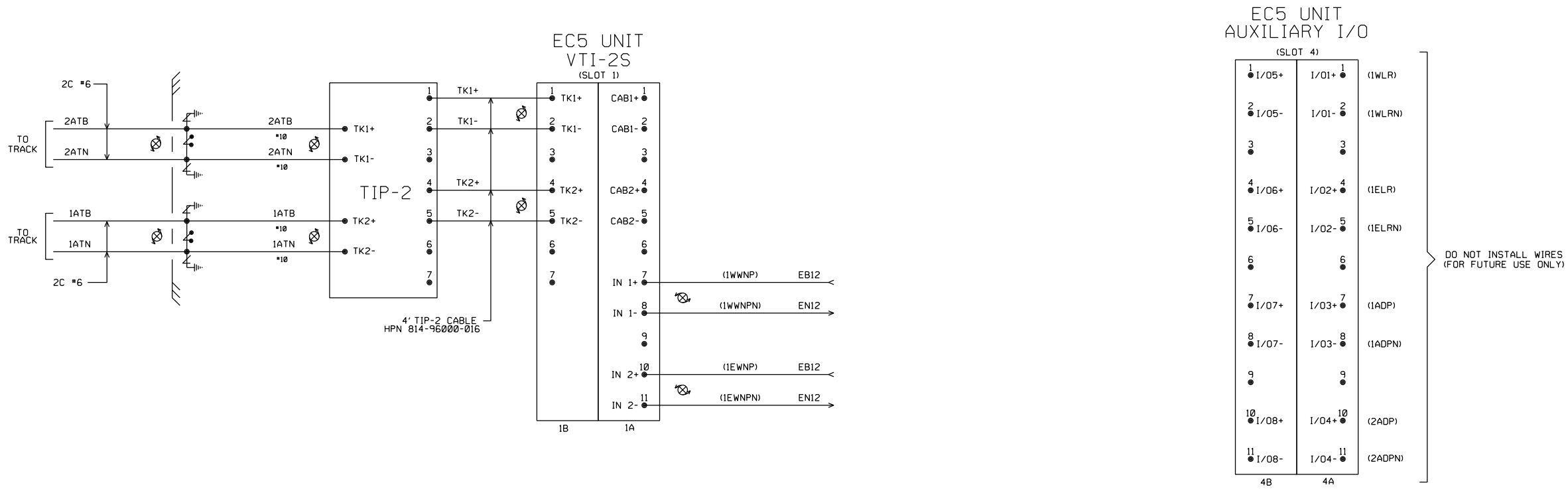
PTC MESSAGE		
TYPE	SIGNAL	SIGNAL
NAME	361	362
OFFSET	0	5



UNIT 1 INTERMEDIATE SIGNAL VITAL CONFIGURATION SETTINGS		
1)	STANDARD C3	FALSE
2)	STANDARD C6	TRUE
3)	EAST CONFIG	FALSE
4)	WEST CONFIG	FALSE
5)	E_APPLIT_WTR	TRUE
6)	W_APPLIT_ETR	TRUE
7)	BPOK_EMOUT	FALSE
8)	BLOK_WMOUT	FALSE
9)	EYY_W7OUT	FALSE
10)	EYY_W4OUT	TRUE
11)	EFY_W7OUT	TRUE
12)	EFY_W4OUT	FALSE
13)	EY_W4OUT	TRUE
14)	EY_W9OUT	FALSE
15)	EY_W8OUT	FALSE
16)	WYY_E7OUT	FALSE
17)	WYY_E4OUT	TRUE
18)	WFY_E7OUT	TRUE
19)	WFY_E4OUT	FALSE
20)	WY_E4OUT	TRUE
21)	WY_E9OUT	FALSE
22)	WY_E8OUT	FALSE
23)	E1_W5OUT	TRUE
24)	E5_W5OUT	FALSE
25)	W1_E5OUT	TRUE
26)	W5_E5OUT	FALSE

8X6 HOUSE

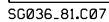
INFORMATION CONFIDENTIAL ALL PLANS, DRAWINGS, SPECIFICATIONS AND/OR INFORMATION FURNISHED HERewith SHALL REMAIN THE PROPERTY OF THE SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY AND SHALL NOT BE USED FOR ANY PURPOSE NOT PROVIDED FOR IN AGREEMENT WITH THE SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY	DESIGNED: 1-11-16 BY: XRL/GCR FILE: LWD15-40730 TASK NO.: CTO 134 SAN GABRIEL SUB. EC4 UPGRADE IN SVC. DATE 02-03-18 CORRECTED: 03-28-18 BY: XRL/ST	DESIGNED: - - BY: / FILE: TASK NO.: PRE CTO-98/200000 CONVERT TRACK AND LOCATION BOOKS INTO LOCATION SPECIFIC PLAN SETS IN SVC. DATE - - CORRECTED: 05-07-20 BY: PRE/JDS								SCAX LIGHTING CIRCUITS EUCLID AVE. SG 36.81 SH. 4 OF 13 5 17 01/11/16
---	--	---	--	--	--	--	--	--	--	--



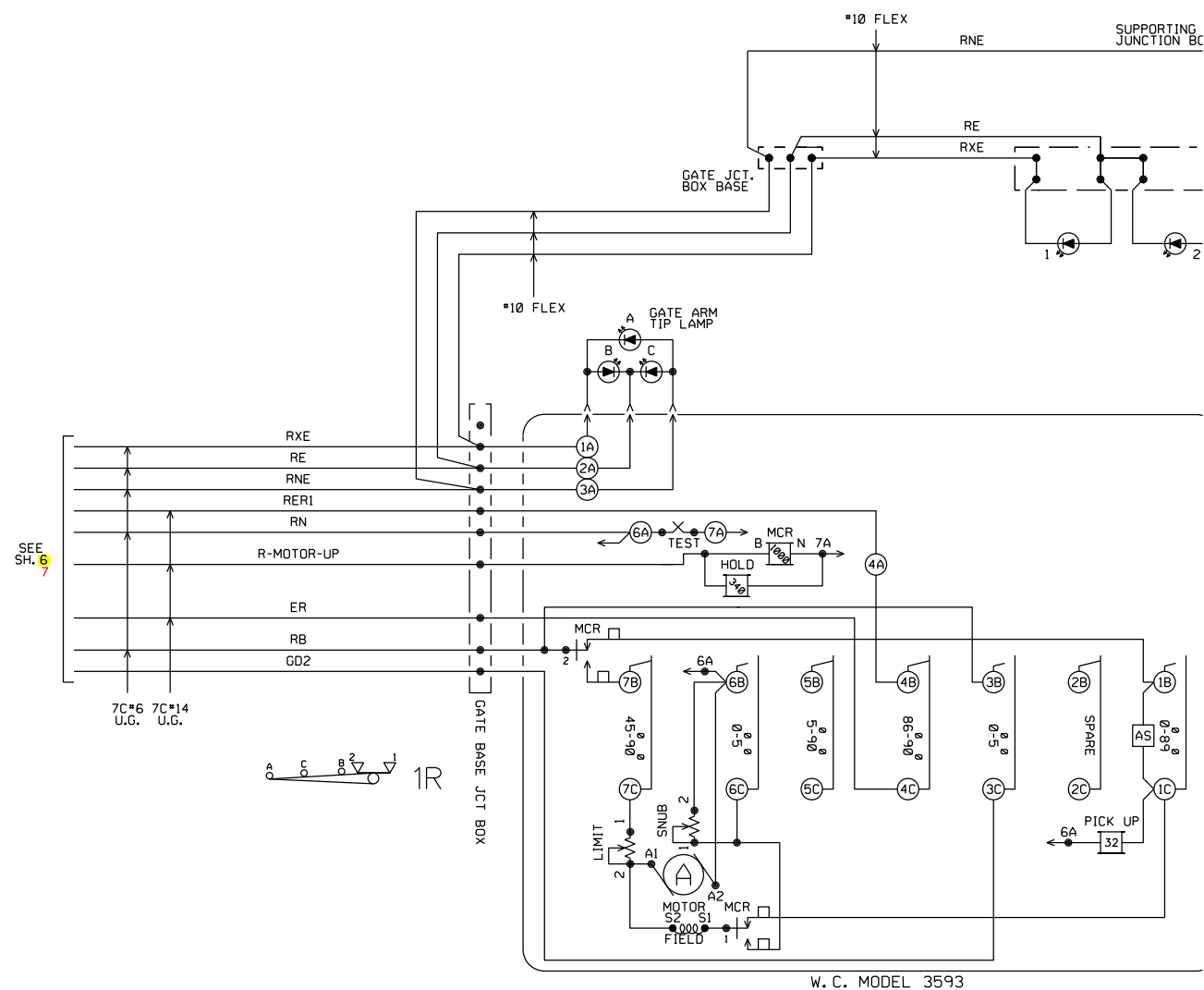
NOTE:
1. ALL WIRE #16 AWG, UNLESS OTHERWISE NOT

8X6 HOUSE

INFORMATION CONFIDENTIAL ALL PLANS, DRAWINGS, SPECIFICATIONS AND/OR INFORMATION FURNISHED HERewith SHALL REMAIN THE PROPERTY OF THE SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY AND SHALL BE HELD CONFIDENTIAL AND SHALL NOT BE USED FOR ANY PURPOSE NOT PROVIDED FOR IN AGREEMENT WITH THE SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY	DESIGNED: 1-11-16 BY: XRL/GCR FILE: LWD15-40730 TASK NO.: CTO 134 SAN GABRIEL SUB. EC4 UPGRADE IN SVC. DATE 02-03-18 CORRECTED: 03-28-18 BY: XRL/ST	DESIGNED: - - BY: / FILE: TASK NO.: PRE CTO-98/200000 CONVERT TRACK AND LOCATION BOOKS INTO LOCATION SPECIFIC PLAN SETS IN SVC. DATE - - CORRECTED: 05-07-20 BY: PRE/JDS								SCAX ELECTROCODE 5 CIRCUIT: EUCLID AVE. SG 36.81 SH. 5 OF 13 6 17 01/11/16
--	--	---	--	--	--	--	--	--	--	---



SCAX
CROSSING CONTROLLER CIRCUIT
EUCLID AVE.
SG 36.81
SH. 6 OF 13
7 17 06/26/04



#6 COND U.G.		#14 COND U.G.	
1	RXE	1	RMOTORUP
2	RE	2	RERI
3	RNE	3	ER
4	RB	4	SP.
5	RN	5	SP.
6	SP.	6	SP.
7	SP.	7	SP.

DATE IN SERVICE _____

S. ENGINEER _____

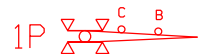
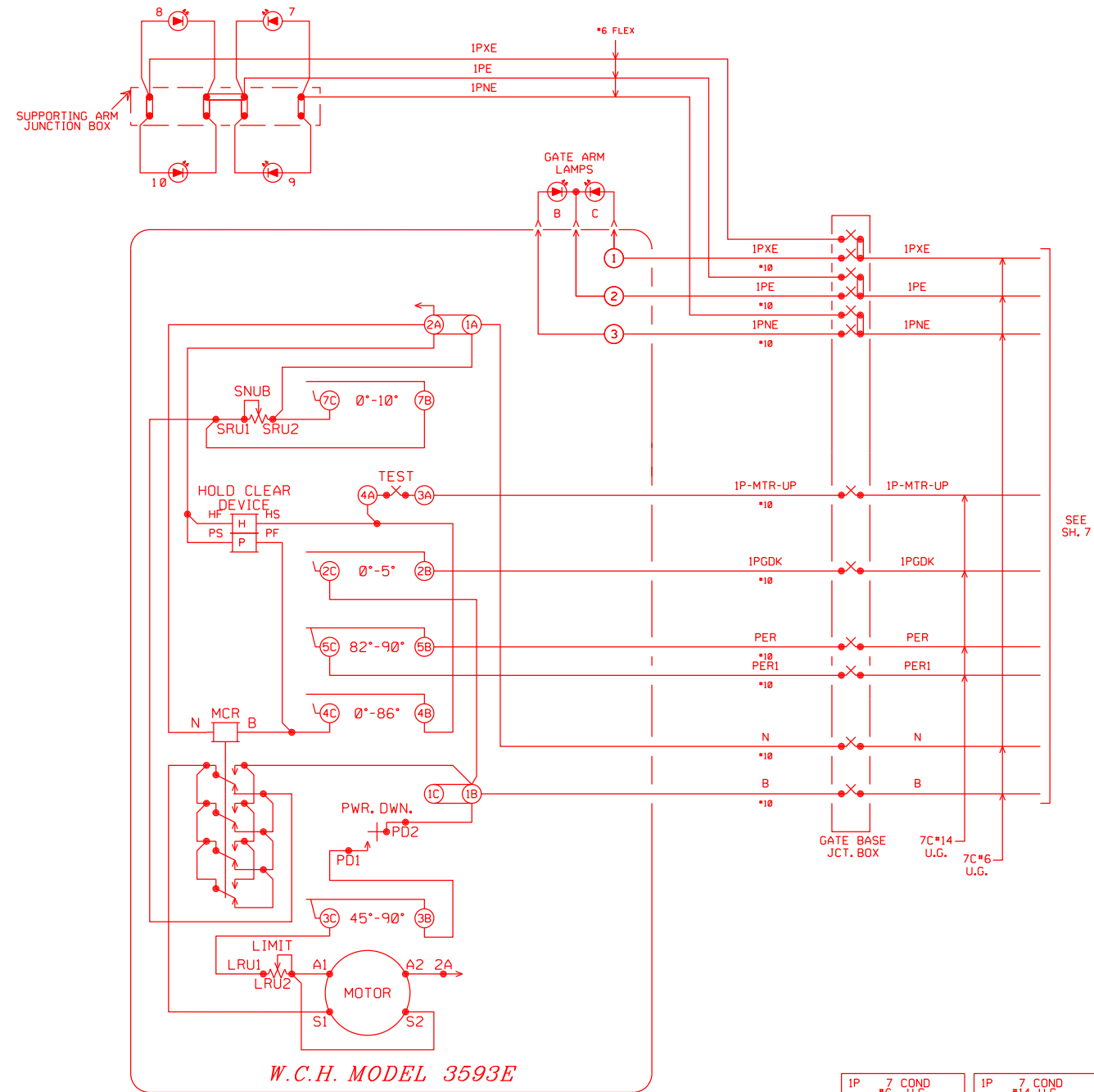
INSPECTOR _____

NOTE:
ALL LAMPS TO BE

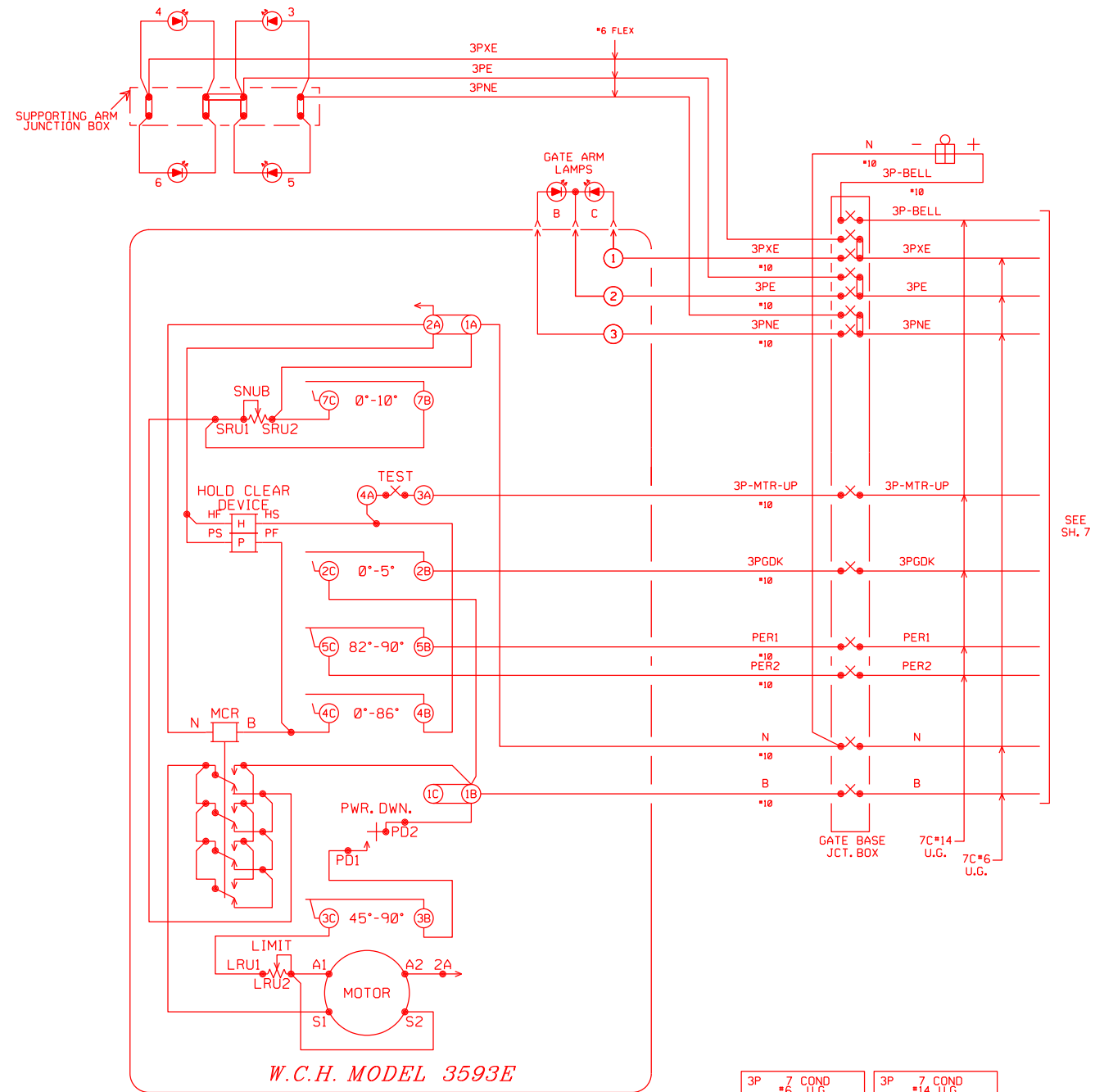
YELLOW = OUT RED = IN

8X6 HOUSE

<p>INFORMATION CONFIDENTIAL ALL PLANS, DRAWINGS, SPECIFICATIONS AND OR INFORMATION FURNISHED HEREWITH SHALL REMAIN THE PROPERTY OF THE SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY AND SHALL BE HELD CONFIDENTIAL AND SHALL NOT BE USED FOR ANY PURPOSE NOT PROVIDED FOR IN AGREEMENT WITH THE SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY</p> <p>DESIGNED: 06-15-93 BY: SWE/SWE FILE NONE TASK NO.: 02.115 INSTALL CTC SAN BERNARDINO TO CENTRAL</p> <p>UPDATE PLANS 04/12/99</p> <p>IN SVC. DATE 04-08-95 CORRECTED: 06-26-95 BY: PRE/JLH</p>	<p>DESIGNED: 05-06-02 BY: PRE/JLH FILE TASK NO.: 401002 POMONA DOUBLE TRACK</p> <p>IN SVC. DATE 08-30-03 CORRECTED: 12-15-03 BY: PRE/JLH</p>	<p>DESIGNED: 03-10-06 BY: NAS/WBY FILE N/A TASK NO.: H-1629 INSTALL GRADE CROSSING MONITOR SYSTEM</p> <p>IN SVC. DATE 04-11-06 NAS/GLB CORRECTED: 09-27-06 BY: NAS/RJK</p>	<p>AS-IN-SERVICE FILE N/A TASK NO.: UPDATED PLANS PER FIELD REVISIONS.</p> <p>CORRECTED: 03-16-09 BY: XRL/TDK</p>	<p>DESIGNED: 03-31-11 BY: PRE/DWB FILE N/A TASK NO.: H1636-10 INSTALL PTC RADIO</p> <p>IN SVC. DATE 09-01-12 CORRECTED: 10-01-12 BY: PRE/DWB</p>	<p>DESIGNED: 1-11-16 BY: XRL/GCR FILE: LWD15-40730 TASK NO.: CTO 134 SAN GABRIEL SUB. EC4 UPGRADE</p> <p>IN SVC. DATE 02-03-18 CORRECTED: 03-28-18 BY: XRL/ST</p>	<p>DESIGNED: - - BY: / FILE: TASK NO.: PRE CTO-98/200000 CONVERT TRACK AND LOCATION BOOKS INTO LOCATION SPECIFIC PLAN SETS</p> <p>IN SVC. DATE - - CORRECTED: 05-07-20 BY: PRE/JDS</p>	<p>DESIGNED: 01-18-22 BY: XDRAIL/GCR FILE: LWD22-861017 TASK NO.: CTO *31 EUCLID AVE PED IMPROVEMENTS 100% SUBMITTAL</p> <p>IN SVC. DATE - - CORRECTED: - - BY: /</p>	<p>SCAX GATE CIRCUIT PLAN EUCLID AVE. SG 36.81</p> <p>SH. 7 OF 13 06/26/95</p>
---	--	--	---	--	---	--	---	---



1P	7 COND U.G.	1P	7 COND U.G.
1	1PXE	1	1P-MTR-UP
2	1PE	2	PER
3	1PNE	3	PER1
4	B	4	1PGDK
5	SP.	5	SP.
6	N	6	SP.
7	SP.	7	SP.



3P	7 COND U.G.	3P	7 COND U.G.
1	3PXE	1	3P-MTR-UP
2	3PE	2	PER1
3	3PNE	3	PER2
4	B	4	3PGDK
5	SP.	5	3P-BELL
6	N	6	SP.
7	SP.	7	SP.

DATE IN SERVICE _____
S. ENGINEER _____
INSPECTOR _____

RED = IN

8X6 HOUSE

INFORMATION CONFIDENTIAL
ALL PLANS, DRAWINGS, SPECIFICATIONS AND/OR INFORMATION FURNISHED HEREWITH SHALL REMAIN THE PROPERTY OF THE SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY AND SHALL BE HELD CONFIDENTIAL AND SHALL NOT BE USED FOR ANY PURPOSE NOT PROVIDED FOR IN AGREEMENT WITH THE SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY

SG036_81.C09

DESIGNED: 01-18-22 BY: XORAIL/GCR
FILE LWD22-861017
TASK NO.: CTO *31
EUCLID AVE PED IMPROVEMENTS
100% SUBMITTAL

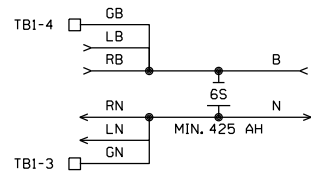
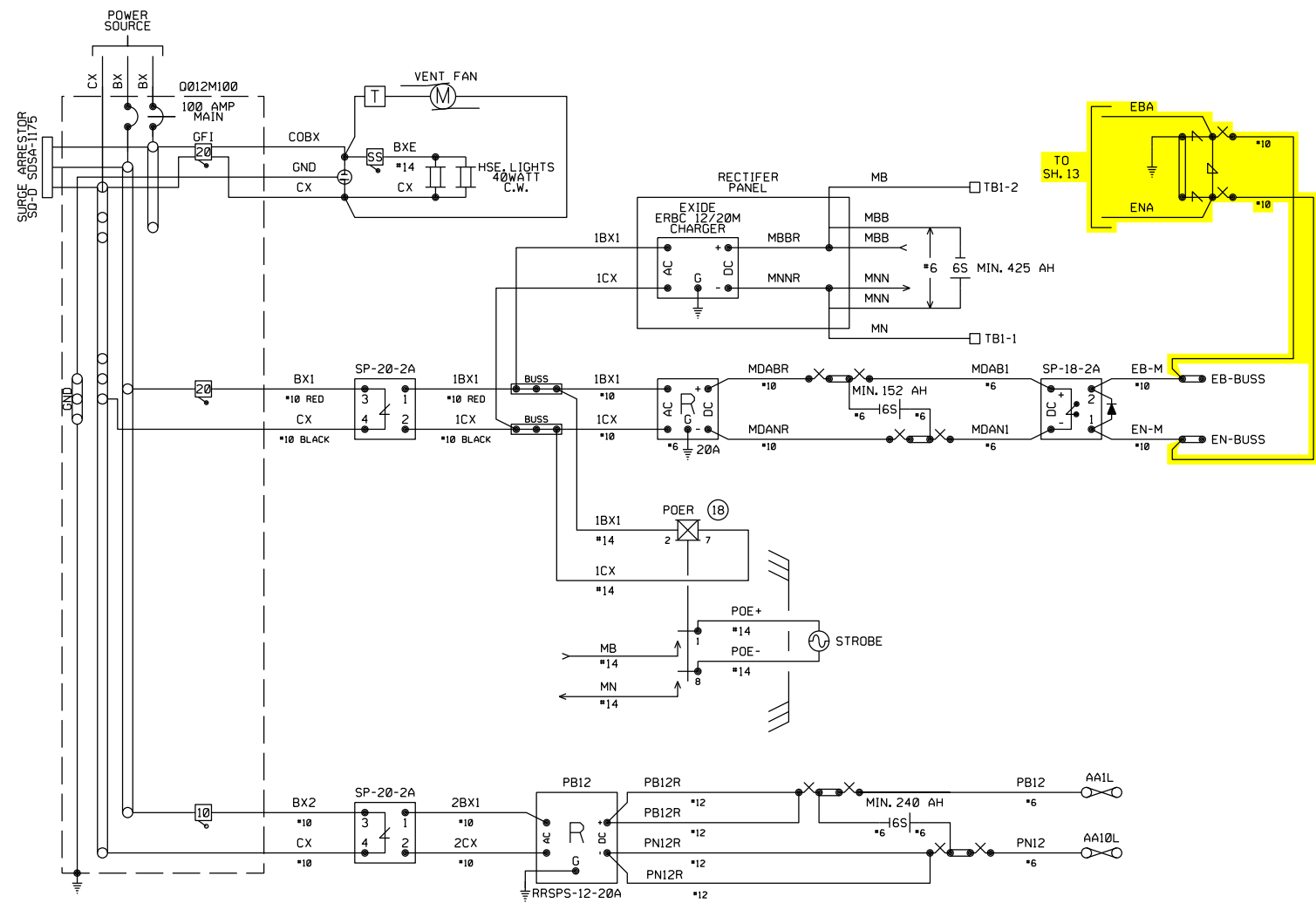
IN SVC. DATE - -
CORRECTED: - - BY: /

SCAX
GATES 1P & 3P CIRCUIT
EUCLID AVE.
SG 36.81
SH. 9 OF 17
01/18/22



8X6 HOUSE

Packet Pg. 75



⋈ = 022485-33X ARRESTOR, WITH PORCELAIN BASE

⋈ = 022700-1X EQUALIZER, WITH OUT BASE

DATE IN SERVICE _____

S. ENGINEER _____

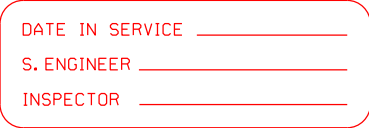
INSPECTOR _____

RED = IN YELLOW = OUT

8X6 HOUSE

□ -DENOTES MDAII CONNEC

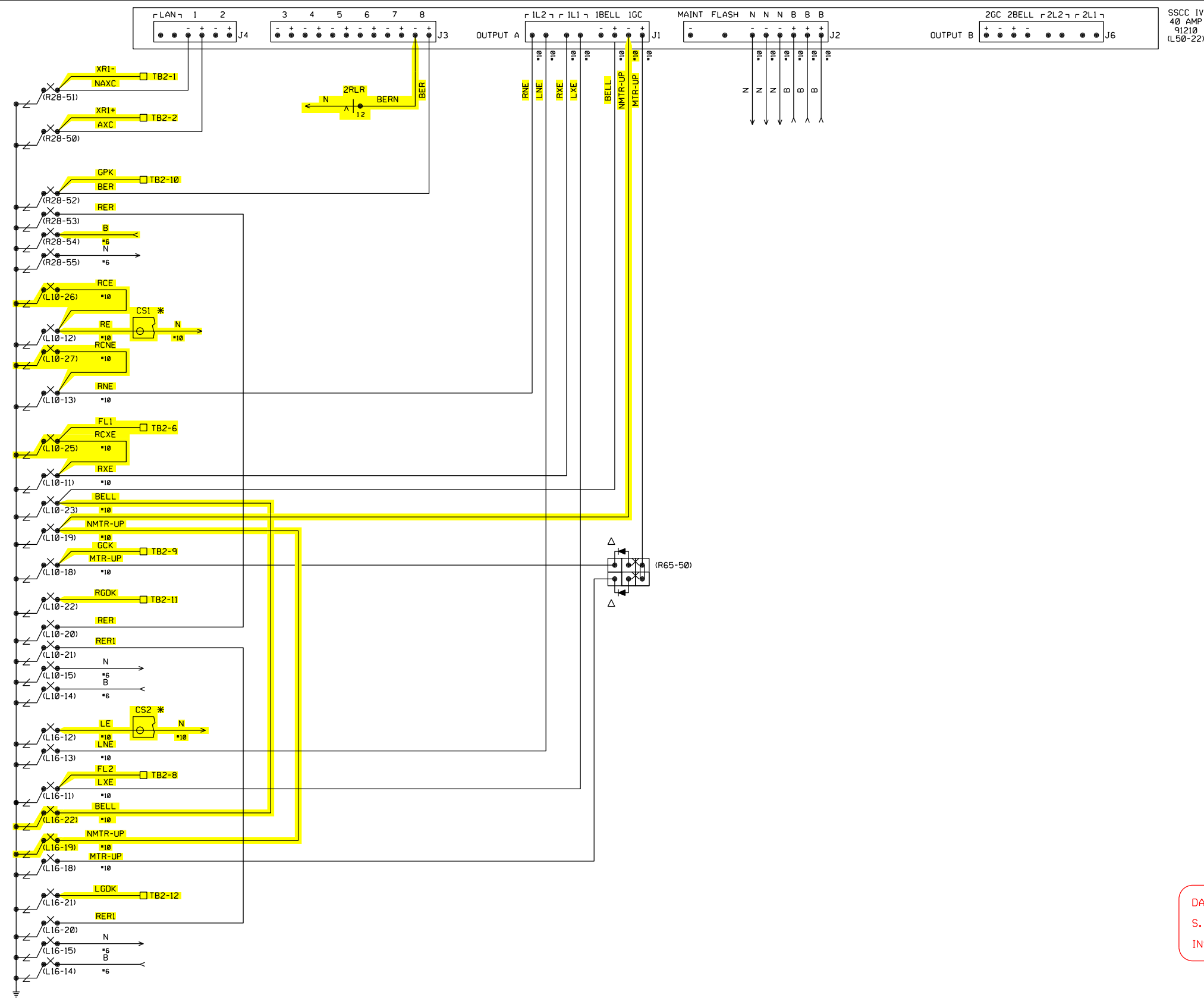
INFORMATION CONFIDENTIAL ALL PLANS, DRAWINGS, SPECIFICATIONS AND/OR INFORMATION FURNISHED HEREWITH SHALL REMAIN THE PROPERTY OF THE SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY AND SHALL NOT BE USED FOR ANY PURPOSE NOT PROVIDED FOR IN AGREEMENT WITH THE SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY	DESIGNED: 06-15-93 BY: SWE/SWE FILE NONE TASK NO.: 02.115 INSTALL CTC SAN BERNARDINO TO CENTRAL IN SVC. DATE 04-08-95 CORRECTED: 06-26-95 BY: PRE/JLH	UPDATE PLANS 04/12/99	DESIGNED: 05-06-02 BY: PRE/JLH FILE NONE TASK NO.: 401002 POMONA DOUBLE TRACK IN SVC. DATE 08-30-03 CORRECTED: 12-15-03 BY: PRE/JLH	DESIGNED: 03-10-06 BY: NAS/WBY FILE N/A TASK NO.: H-1629 INSTALL GRADE CROSSING MONITOR SYSTEM IN SVC. DATE 04-11-06 NAS/GLB CORRECTED: 09-27-06 BY: NAS/RJK	AS-IN SERVICE FILE N/A TASK NO.: UPDATED PLANS PER FIELD REVISIONS. CORRECTED: 03-16-09 BY: XRL/TDK	DESIGNED: 03-31-11 BY: PRE/DWB FILE N/A TASK NO.: H1636-10 INSTALL PTC RADIO IN SVC. DATE 09-01-12 CORRECTED: 10-01-12 BY: PRE/DWB	DESIGNED: 1-11-16 BY: XRL/GCR FILE: LWD15-40730 TASK NO.: CTO 134 SAN GABRIEL SUB. EC4 UPGRADE IN SVC. DATE 02-03-18 CORRECTED: 03-28-18 BY: XRL/ST	DESIGNED: - - BY: / FILE: TASK NO.: PRE CTO-98/200000 CONVERT TRACK AND LOCATION BOOKS INTO LOCATION SPECIFIC PLAN SETS IN SVC. DATE - - CORRECTED: 05-07-20 BY: PRE/JDS	DESIGNED: 01-18-22 BY: XORAIL/GCR FILE LWD22-861017 TASK NO.: CTO *31 EUCLID AVE PED IMPROVEMENTS 100% SUBMITTAL IN SVC. DATE - - CORRECTED: - - BY: /	SCAX POWER & BATTERY CIRCUIT EUCLID AVE. SG 36.81 SH. 9 OF 13 11 17 06/26/95
---	--	--------------------------	--	---	---	---	--	---	--	---



RED = IN YELLOW = OUT

□ -DENOTES MDAII CONNECTION

INFORMATION CONFIDENTIAL ALL PLANS, DRAWINGS, SPECIFICATIONS AND OR INFORMATION FURNISHED HEREWITH SHALL REMAIN THE PROPERTY OF THE SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY AND SHALL BE HELD CONFIDENTIAL AND SHALL NOT BE USED FOR ANY PURPOSE NOT PROVIDED FOR IN AGREEMENT WITH THE SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY	DESIGNED: 06-15-93 BY: SWE/SWE FILE NONE TASK NO.: 02.115 INSTALL CTC SAN BERNARDINO TO CENTRAL IN SVC. DATE 04-08-95 CORRECTED: 06-26-95 BY: PRE/JLH	UPDATE PLANS 04/12/99	DESIGNED: 05-06-02 BY: PRE/JLH FILE TASK NO.: 401002 POMONA DOUBLE TRACK IN SVC. DATE 08-30-03 CORRECTED: 12-15-03 BY: PRE/JLH	DESIGNED: 03-10-06 BY: NAS/WBY FILE N/A TASK NO.: H-1629 INSTALL GRADE CROSSING MONITOR SYSTEM IN SVC. DATE 04-11-06 NAS/GLB CORRECTED: 09-27-06 BY: NAS/RJK	AS-INSERVICE FILE N/A TASK NO.: UPDATED PLANS PER FIELD REVISIONS. CORRECTED: 03-16-09 BY: XRL/TDK	DESIGNED: 1-11-16 BY: XRL/GCR FILE: LWD15-40730 TASK NO.: CTO 134 SAN GABRIEL SUB. EC4 UPGRADE IN SVC. DATE 02-03-18 CORRECTED: 03-28-18 BY: XRL/ST	DESIGNED: - - BY: / FILE: TASK NO.: PRE CTO-98/200000 CONVERT TRACK AND LOCATION BOOKS INTO LOCATION SPECIFIC PLAN SETS IN SVC. DATE - - CORRECTED: 05-07-20 BY: PRE/JDS	DESIGNED: 01-18-22 BY: XORAIL/GCR FILE LWD22-86107 TASK NO.: CTO "31 EUCLID AVE. PED IMPROVEMENTS 100% SUBMITTAL IN SVC. DATE - - CORRECTED: - - BY: /	<div> <div>SCAX</div> <div>CROSSING CONTROLLER CIRCUIT</div> <div>EUCLID AVE. SG 36.81</div> <div>SH. 10 OF 112 OF 17 06/26/95</div> </div>
--	--	--------------------------	---	---	--	--	---	--	---



DATE IN SERVICE _____

S. ENGINEER _____

INSPECTOR _____

NOTES:
1. ALL WIRE #16 AWG,
UNLESS OTHERWISE NOTED.
△ - DIODES ARE SAFETRAN MOD. 8A299-0006
* - SEE CURRENT SENSOR DETAIL ON
DATA RECORDER CIRCUIT PLAN.
□ - DENOTES RECORDER CONNECTION.

SUPERCEDE THIS SHEET UPON AS-BUILT AUXILIARY CASE

RED = IN YELLOW = OUT

INFORMATION CONFIDENTIAL
ALL PLANS, DRAWINGS, SPECIFICATIONS AND OR INFORMATION
FURNISHED HERewith SHALL
REMAIN THE PROPERTY OF THE
SOUTHERN CALIFORNIA REGIONAL
RAIL AUTHORITY AND
SHALL BE HELD CONFIDENTIAL
AND SHALL NOT BE USED FOR
ANY PURPOSE NOT PROVIDED
FOR IN AGREEMENT WITH THE
SOUTHERN CALIFORNIA REGIONAL
RAIL AUTHORITY

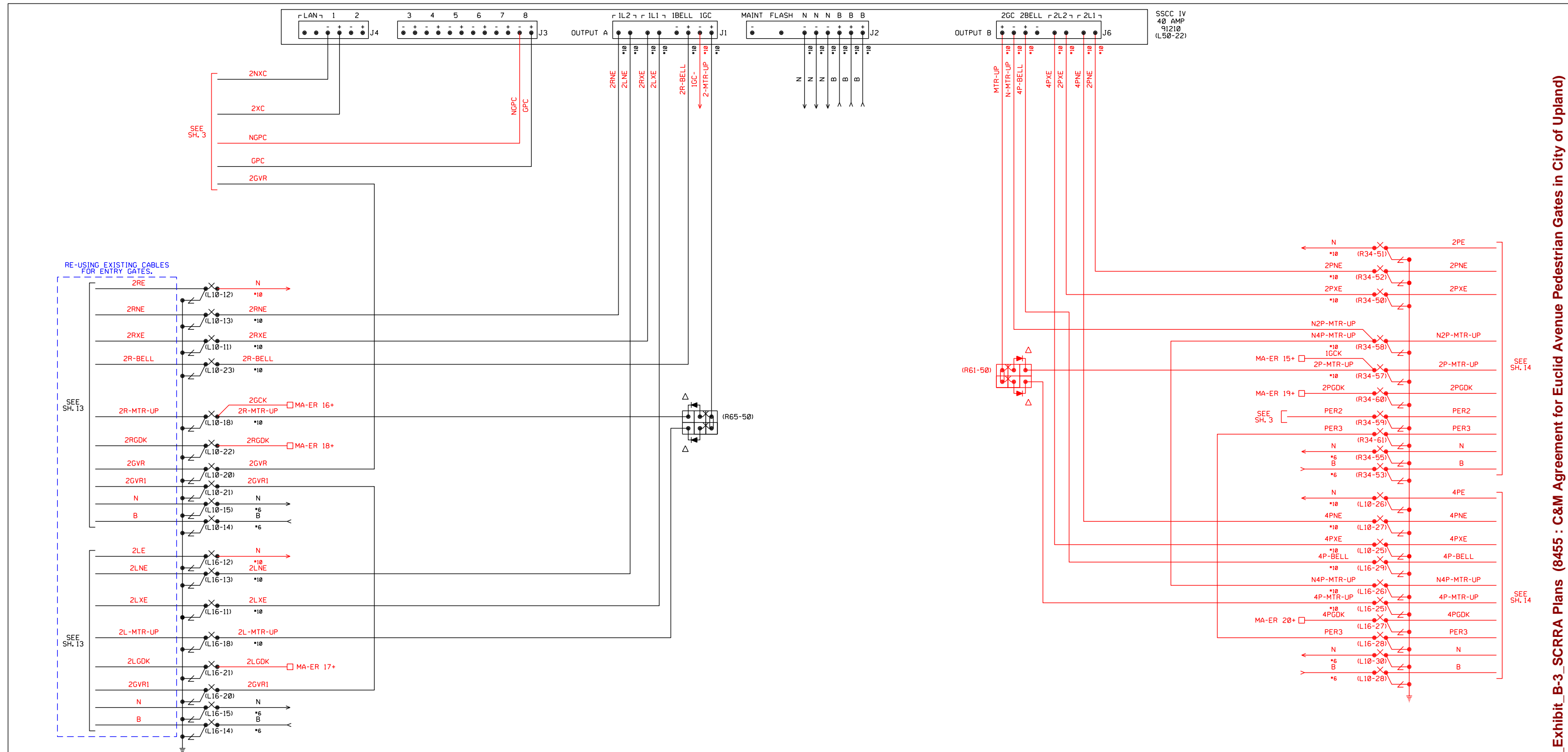
EUCLID AVE. DESIGN USES PRE-ASSEMBLED AUXILIARY
CASE ENCLOSURE SCRR# 03-3248000

DESIGNED: 01-18-22 BY: XORAIL/GCR
FILE LWD22-861017
TASK NO.: CTO *31
EUCLID AVE PED IMPROVEMENTS
100% SUBMITTAL

IN SVC. DATE - -
CORRECTED: - - BY: /

SCAX
CROSSING CONTROLLER CIRCUIT
EUCLID AVE.
SG 36.81
SH. T12A OF 17 01/18

SG036_81.T12A



NOTES:
1. ALL WIRE #16 AWG,
UNLESS OTHERWISE NOTED.
Δ - DIODES ARE SAFETRAN MOD. 8A299-01
□ - DENOTES MICRO-AIDE CONNECTION.

DATE IN SERVICE _____
 S. ENGINEER _____
 INSPECTOR _____

RED = IN YELLOW = OUT AUXILIARY CASE

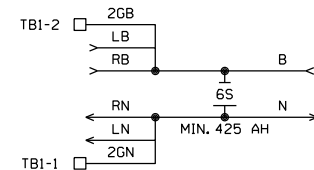
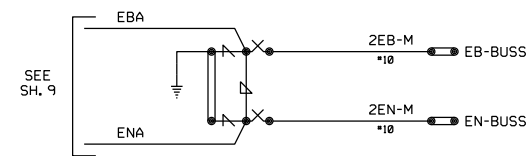
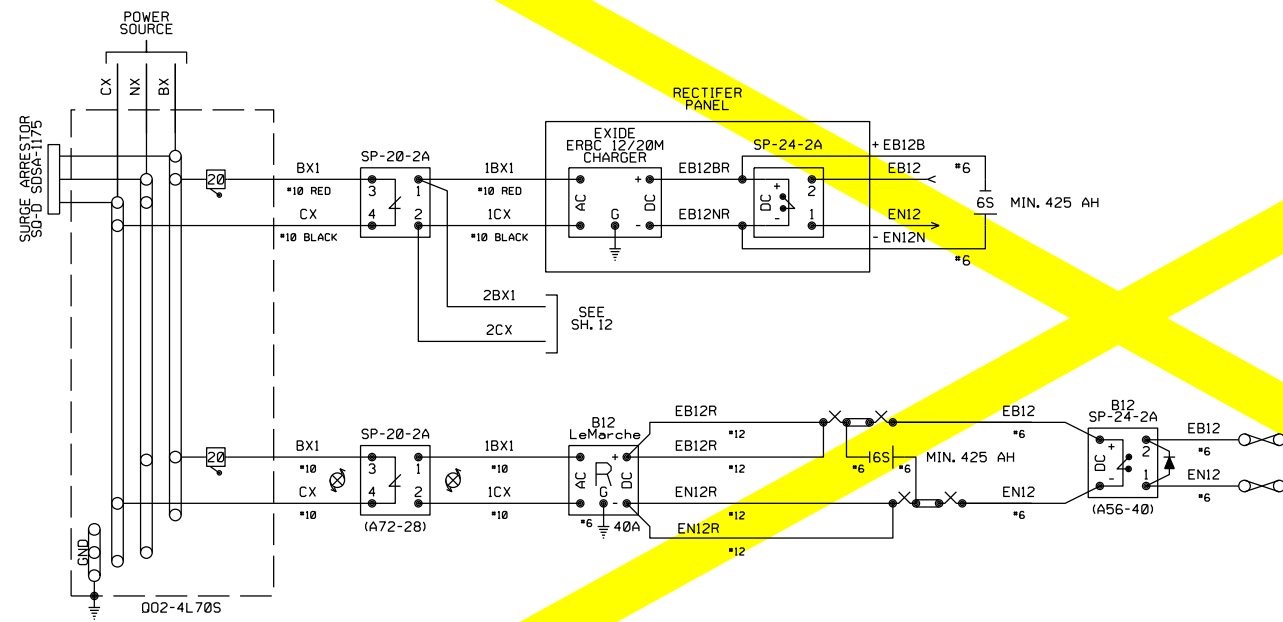
INFORMATION CONFIDENTIAL
ALL PLANS, DRAWINGS, SPECIFICATIONS AND OR INFORMATION
FURNISHED HERewith SHALL
REMAIN THE PROPERTY OF THE
SOUTHERN CALIFORNIA REGIONAL
RAIL AUTHORITY AND
SHALL BE HELD CONFIDENTIAL
AND SHALL NOT BE USED FOR
ANY PURPOSE NOT PROVIDED
FOR IN AGREEMENT WITH THE
SOUTHERN CALIFORNIA REGIONAL
RAIL AUTHORITY

EUCLID AVE. DESIGN USES PRE-ASSEMBLED AUXILIARY
CASE ENCLOSURE SCRR PART# 03-3248000

DESIGNED: 01-18-22 BY: XORAIL/GCR
FILE LWD22-861017
TASK NO.: CTO #31
EUCLID AVE PED IMPROVEMENTS
100% SUBMITTAL

IN SVC. DATE - -
CORRECTED: - - BY: /

SCAX
CROSSING CONTROLLER CIRCUIT
EUCLID AVE.
SG 36.81
SH. 12 OF 17 01/18



⚡ = 022485-33X ARRESTOR, WITH PORCELAIN BASE
⚡ = 022700-1X EQUALIZER, WITH OUT BASE

DATE IN SERVICE _____

S. ENGINEER _____

INSPECTOR _____

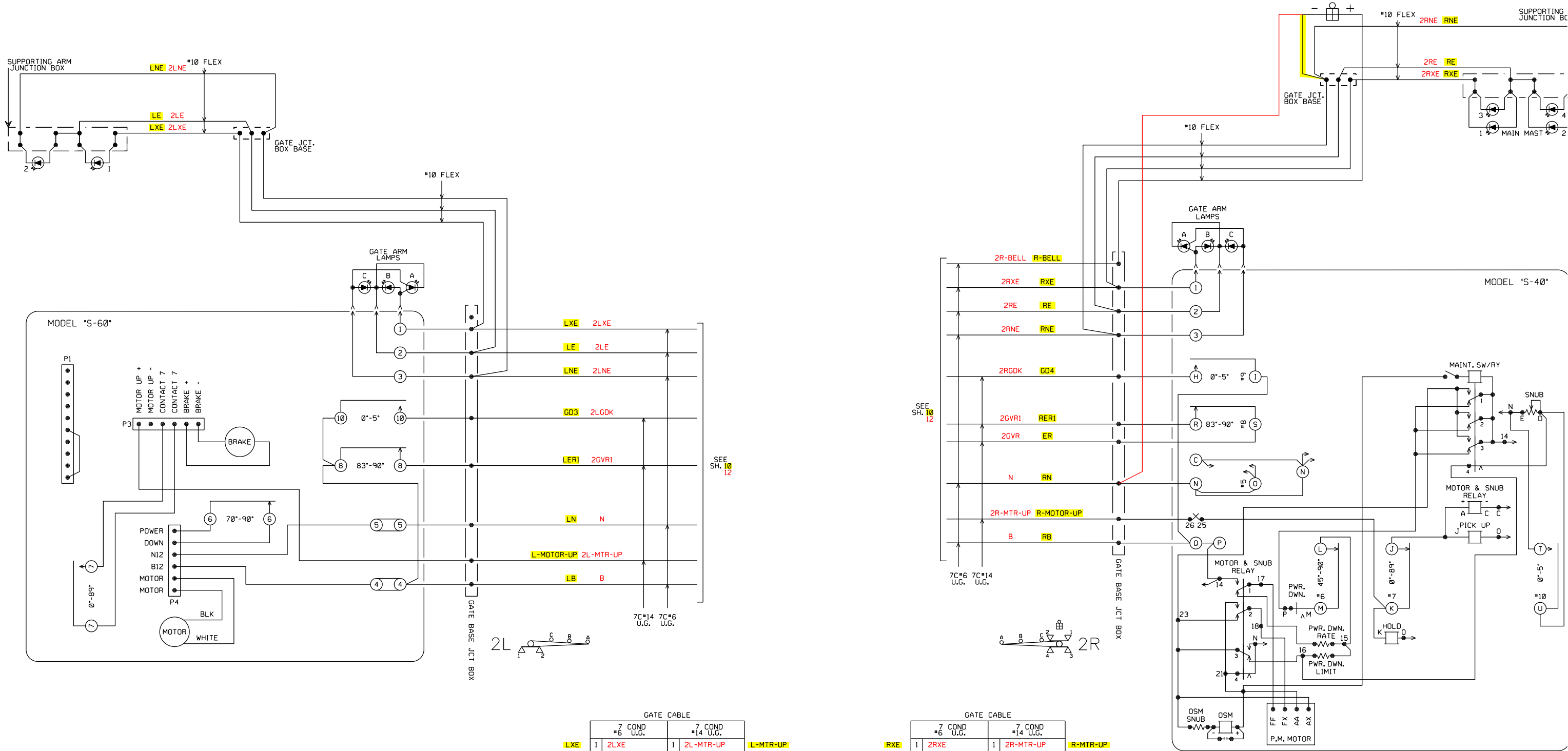
SUPERCEDE THIS SHEET UPON AS-BUILT

RED = IN YELLOW = OUT

4-11 CASE

□ -DENOTES MDAII CONNEC

INFORMATION CONFIDENTIAL ALL PLANS, DRAWINGS, SPECIFICATIONS AND/OR INFORMATION FURNISHED HEREWITH SHALL REMAIN THE PROPERTY OF THE SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY AND SHALL NOT BE USED FOR ANY PURPOSE NOT PROVIDED FOR IN AGREEMENT WITH THE SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY	DESIGNED: 06-15-93 BY: SWE/SWE FILE NONE TASK NO.: 02.115 INSTALL CTC SAN BERNARDINO TO CENTRAL IN SVC. DATE 04-08-95 CORRECTED: 06-26-95 BY: PRE/JLH	UPDATE PLANS 04/12/99	DESIGNED: 05-06-02 BY: PRE/JLH FILE TASK NO.: 401002 POMONA DOUBLE TRACK IN SVC. DATE 08-30-03 CORRECTED: 12-15-03 BY: PRE/JLH	DESIGNED: 03-10-06 BY: NAS/WBY FILE N/A TASK NO.: H-1629 INSTALL GRADE CROSSING MONITOR SYSTEM IN SVC. DATE 04-11-06 NAS/GLB CORRECTED: 09-27-06 BY: NAS/RJK	AS-IN-SERVICE FILE N/A TASK NO.: UPDATED PLANS PER FIELD REVISIONS. CORRECTED: 03-16-09 BY: XRL/TDK	DESIGNED: 1-11-16 BY: XRL/GCR FILE: LWD15-40730 TASK NO.: CTO 134 SAN GABRIEL SUB. EC4 UPGRADE IN SVC. DATE 02-03-18 CORRECTED: 03-28-18 BY: XRL/ST	DESIGNED: - - BY: / FILE: TASK NO.: PRE CTO-98/200000 CONVERT TRACK AND LOCATION BOOKS INTO LOCATION SPECIFIC PLAN SETS IN SVC. DATE - - CORRECTED: 05-07-20 BY: PRE/JDS	DESIGNED: 01-18-22 BY: XORAIL/GCR FILE LWD22-861017 TASK NO.: CTO *31 EUCLID AVE PED IMPROVEMENTS 100% SUBMITTAL IN SVC. DATE - - CORRECTED: - - BY: /	SCAX POWER & BATTERY CIRCUIT EUCLID AVE. SG 36.81 SH. T13 OF 17 06/26/95
---	--	--------------------------	---	---	---	--	---	--	--



GATE CABLE			
	7 COND #6 U.G.	7 COND #14 U.G.	
LXE	1 2LXE	1 2L-MTR-UP	L-MTR-UP
LE	2 2LE	2 2GVR1	LER1
LNE	3 2LNE	3 2LGDK	SP.
LB	4 B	4 SP.	
LB	5 N	5 SP.	
	6 SP.	6 SP.	
	7 SP.	7 SP.	

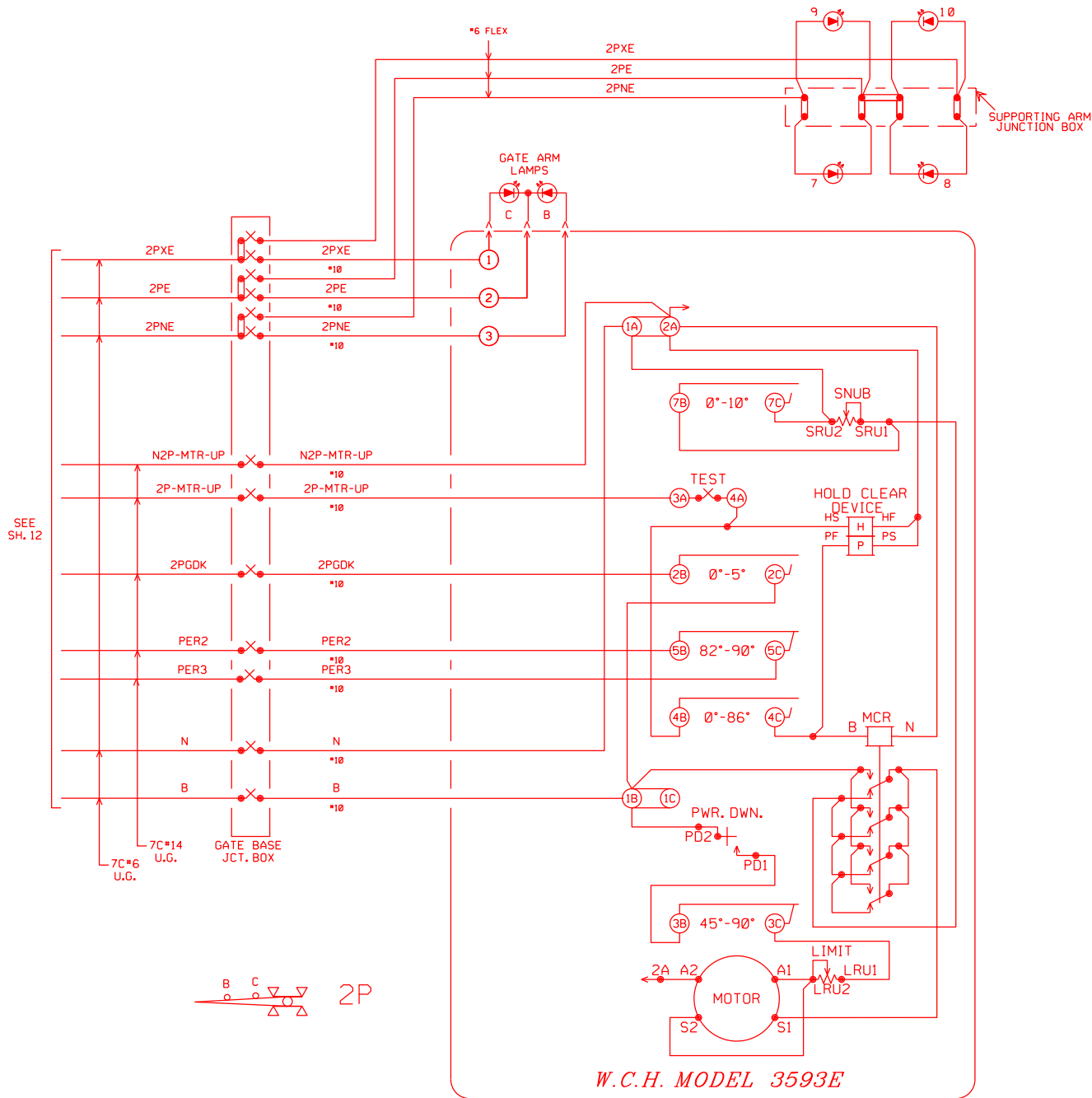
GATE CABLE			
	7 COND #6 U.G.	7 COND #14 U.G.	
RXE	1 2RXE	1 2R-MTR-UP	R-MTR-UP
RE	2 2RE	2 2GVR1	RER1
RNE	3 2RNE	3 2GVR	ER
RB	4 B	4 2RGDK	SP.
NB	5 N	5 SP.	
R-BELL	6 2R-BELL	6 SP.	
	7 SP.	7 SP.	

RED = IN YELLOW = OUT

AUXILIARY CASE

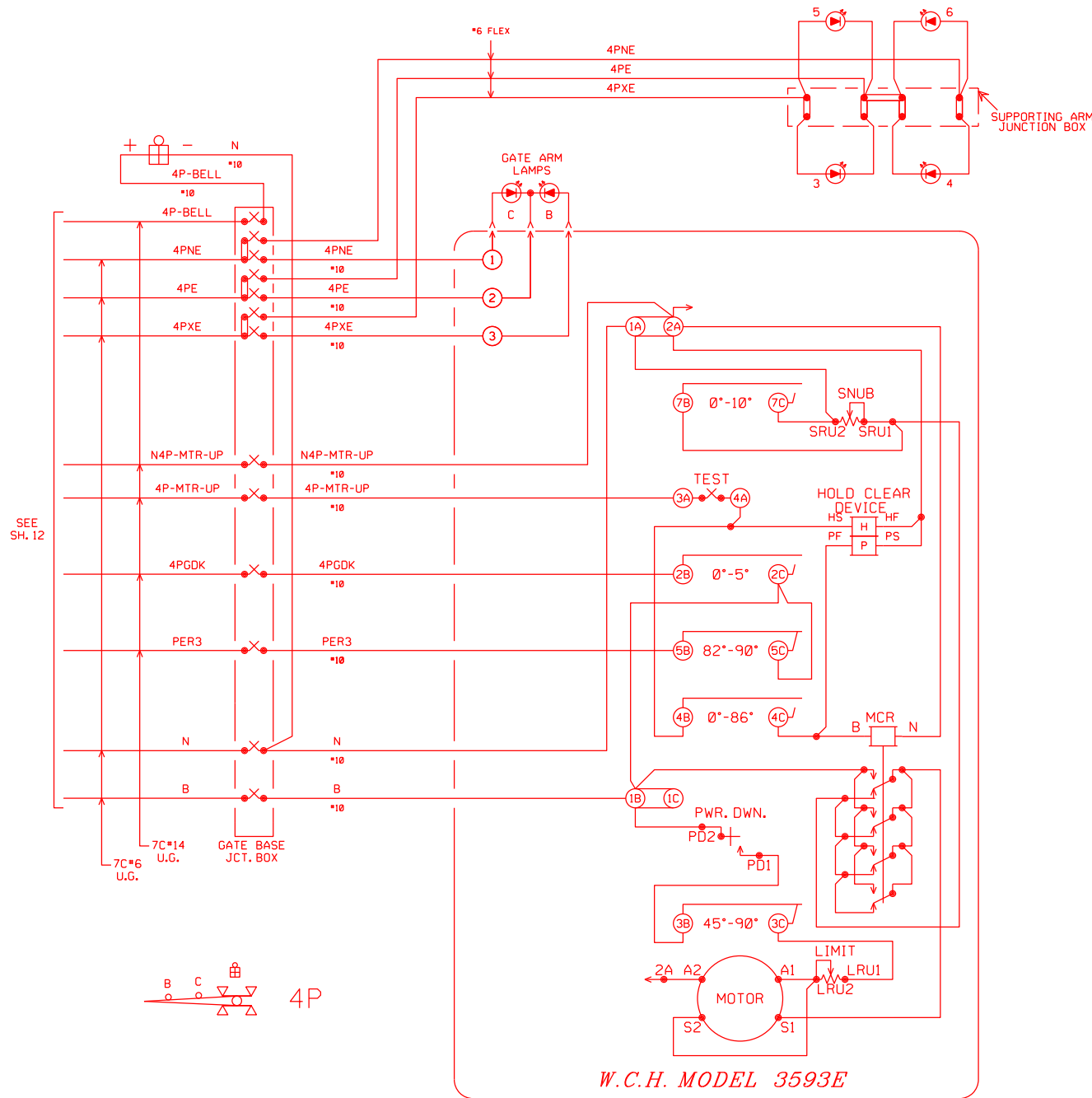
NOTE: ALL LAMPS TO BE

INFORMATION CONFIDENTIAL ALL PLANS, DRAWINGS, SPECIFICATIONS AND/OR INFORMATION FURNISHED HERewith SHALL REMAIN THE PROPERTY OF THE SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY AND SHALL BE HELD CONFIDENTIAL AND SHALL NOT BE USED FOR ANY PURPOSE NOT PROVIDED FOR IN AGREEMENT WITH THE SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY	DESIGNED: 06-15-93 BY: SWE/SWE FILE NONE TASK NO.: 02.115 INSTALL CTC SAN BERNARDINO TO CENTRAL IN SVC. DATE 04-08-95 CORRECTED: 06-26-95 BY: PRE/JLH	UPDATE PLANS 04/12/99	DESIGNED: 05-06-02 BY: PRE/JLH FILE TASK NO.: 401002 POMONA DOUBLE TRACK IN SVC. DATE 08-30-03 CORRECTED: 12-15-03 BY: PRE/JLH	DESIGNED: 03-10-06 BY: NAS/WBY FILE N/A TASK NO.: H-1629 INSTALL GRADE CROSSING MONITOR SYSTEM IN SVC. DATE 04-11-06 NAS/GLB CORRECTED: 09-27-06 BY: NAS/RJK	AS-IN-SERVICE FILE N/A TASK NO.: UPDATED PLANS PER FIELD REVISIONS. CORRECTED: 03-16-09 BY: XRL/TDK	DESIGNED: 1-11-16 BY: XRL/GCR FILE: LWD15-40730 TASK NO.: CTO 134 SAN GABRIEL SUB. EC4 UPGRADE IN SVC. DATE 02-03-18 CORRECTED: 03-28-18 BY: XRL/ST	DESIGNED: - - BY: / FILE: TASK NO.: PRE CTO-98/200000 CONVERT TRACK AND LOCATION BOOKS INTO LOCATION SPECIFIC PLAN SETS IN SVC. DATE - - CORRECTED: 05-07-20 BY: PRE/JDS	DESIGNED: 01-18-22 BY: XORAIL/GCR FILE LWD22-861017 TASK NO.: CTO *31 EUCLID AVE PED IMPROVEMENTS 100% SUBMITTAL IN SVC. DATE - - CORRECTED: - - BY: /	SCAX GATE CIRCUIT PLAN EUCLID AVE. SG 36.81 SH. 11 OF 13 13 17 06/26/95
--	--	--------------------------	---	---	---	--	---	--	--



2P	7 COND #6 U.G.
1	2PXE
2	2PE
3	2PNE
4	B
5	SP.
6	N
7	SP.

2P	7 COND #14 U.G.
1	2P-MTR-UP
2	N2P-MTR-UP
3	PER2
4	2PGDK
5	PER3
6	SP.
7	SP.



4P	7 COND #6 U.G.
1	4PXE
2	4PE
3	4PNE
4	B
5	SP.
6	N
7	SP.

4P	7 COND #14 U.G.
1	4P-MTR-UP
2	N4P-MTR-UP
3	4PGDK
4	PER3
5	4P-BELL
6	SP.
7	SP.

DATE IN SERVICE _____
S. ENGINEER _____
INSPECTOR _____

AUXILIARY CASE

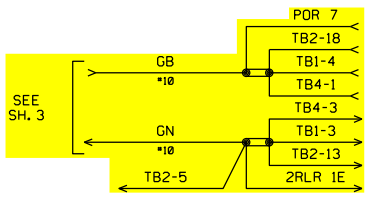
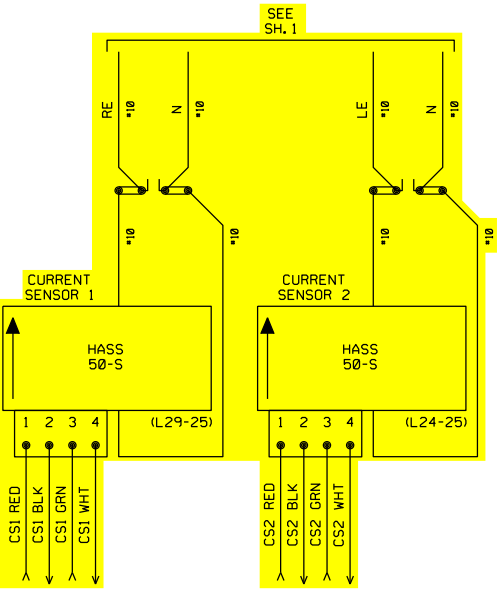
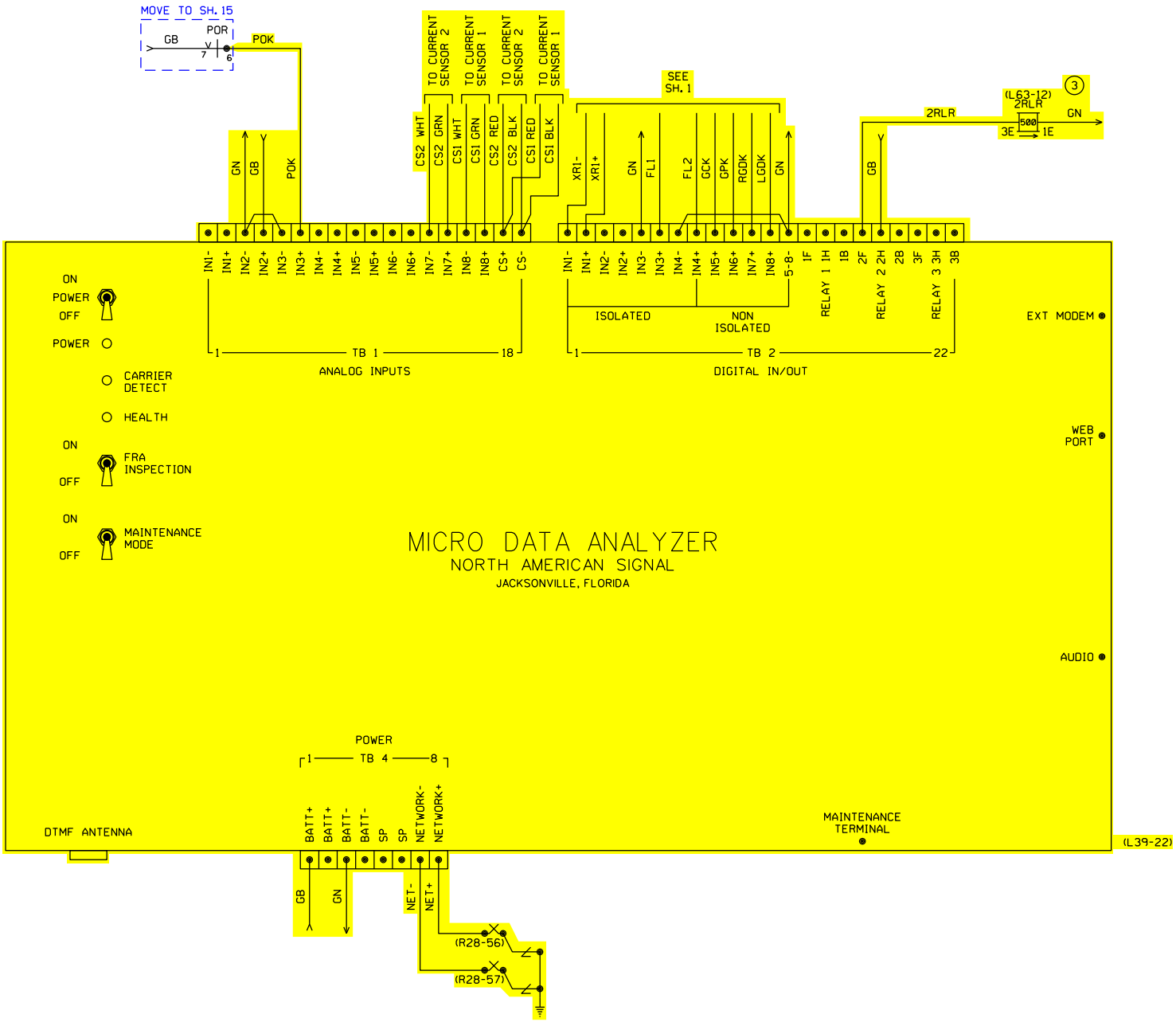
RED = IN

INFORMATION CONFIDENTIAL
ALL PLANS, DRAWINGS, SPECIFICATIONS AND/OR INFORMATION FURNISHED HEREWITH SHALL REMAIN THE PROPERTY OF THE SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY AND SHALL BE HELD CONFIDENTIAL AND SHALL NOT BE USED FOR ANY PURPOSE NOT PROVIDED FOR IN AGREEMENT WITH THE SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY.

DESIGNED: 01-18-22 BY: XORAIL/GCR
FILE LWD22-861017
TASK NO.: CTO *31
EUCLID AVE PED IMPROVEMENTS
100% SUBMITTAL

IN SVC. DATE - -
CORRECTED: - - BY: /

SCAX
GATES 2P & 4P CIRCUIT
EUCLID AVE.
SG 36.81
SH. 14 OF 17
01/18/22



MDA I SOFTWARE CONFIGURATION MANAGEMENT TABLE			
APPLICATION	FILE NAME	DATE	DESCRIPTION
CPU LOADER	LDMI CRO3.S19	02-23-04	
CPU EXECUTIVE	MDA1_R16.S19	06-02-06	
CPU APPLICATION	REMOTE1.S19	02-11-07	CONFIGURATION FILE

DATE IN SERVICE _____

S. ENGINEER _____

INSPECTOR _____

NOTE:
1. ALL WIRE #16 AWG,
UNLESS OTHERWISE NOTED.

SUPERCEDE THIS SHEET UPON AS-BUILT

RED = IN YELLOW = OUT AUXILIARY CASE

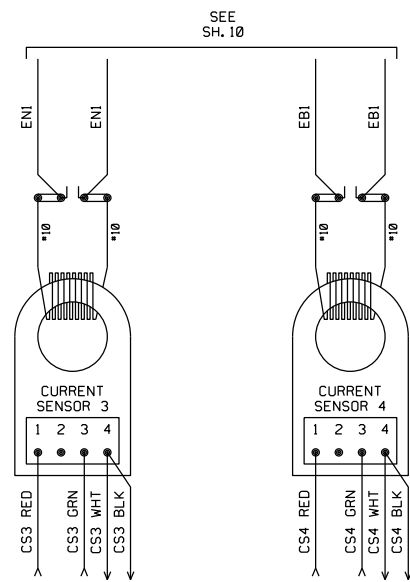
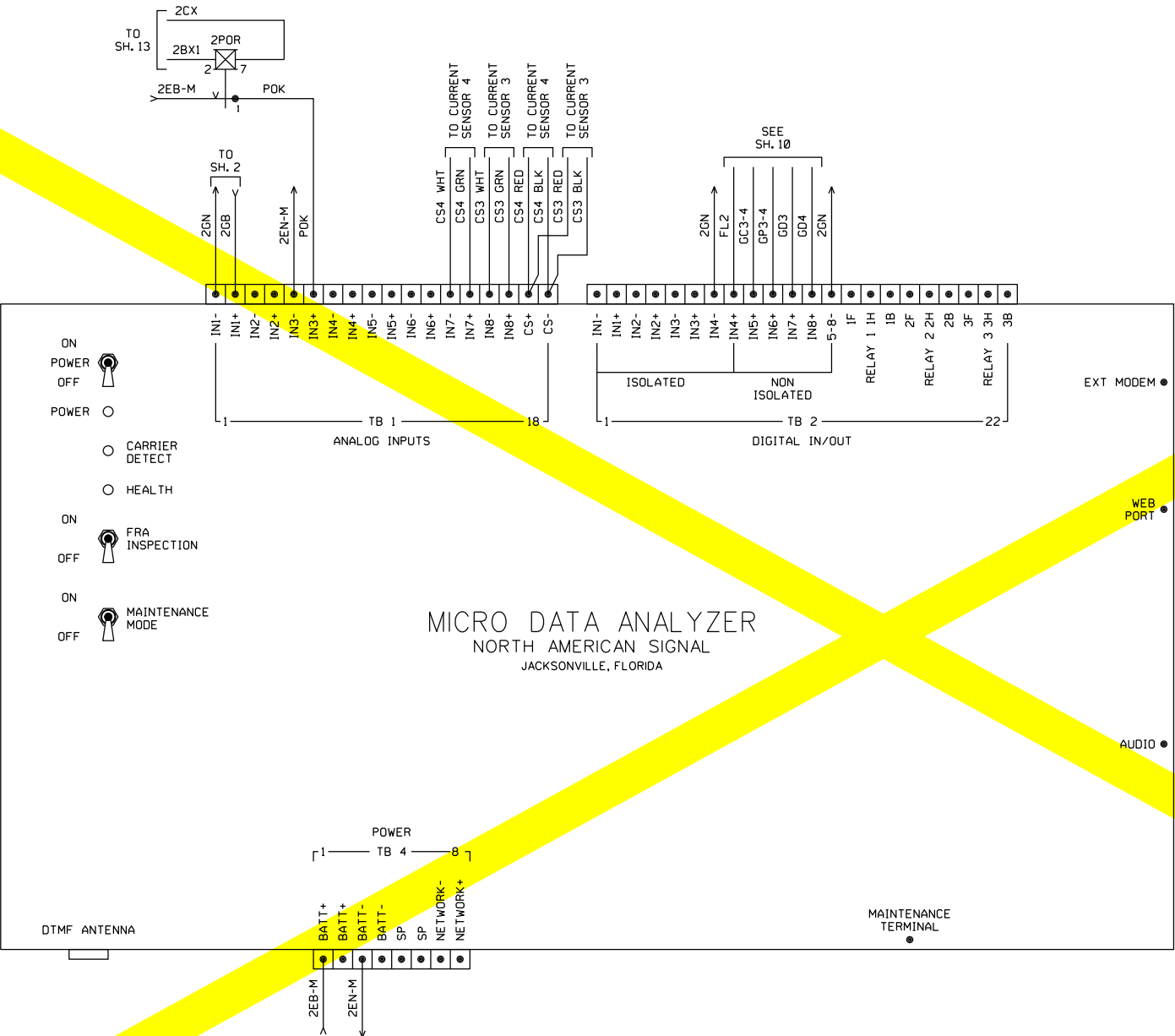
EUCLID AVE. DESIGN USES PRE-ASSEMBLED AUXILIARY
CASE ENCLOSURE SCRR PART# 03-3248000

INFORMATION CONFIDENTIAL
ALL PLANS, DRAWINGS, SPECIFICATIONS AND OR INFORMATION
FURNISHED HEREWITH SHALL
REMAIN THE PROPERTY OF THE
SOUTHERN CALIFORNIA REGIONAL
RAIL AUTHORITY AND
SHALL BE HELD CONFIDENTIAL
AND SHALL NOT BE USED FOR
ANY PURPOSE NOT PROVIDED
FOR IN AGREEMENT WITH THE
SOUTHERN CALIFORNIA REGIONAL
RAIL AUTHORITY

DESIGNED: 01-18-22 BY: XORAIL/GCR
FILE LWD22-861017
TASK NO.: CTO *31
EUCLID AVE PED IMPROVEMENTS
100% SUBMITTAL

IN SVC. DATE - -
CORRECTED: - - BY: /

SCAX
DATA RECORDER CIRCUIT P
EUCLID AVE.
SG 36.81
SH.115 OF 17 01/18/22



MDA I SOFTWARE CONFIGURATION MANAGEMENT TABLE			
APPLICATION	FILE NAME	DATE	DESCRIPTION
CPU LOADER	L0MI.CRO3.S19	02-23-04	
CPU EXECUTIVE	MDA1_R16.S19	06-02-06	
CPU APPLICATION	REMOTE1		

SUPERCEDE THIS SHEET UPON AS-BUILT

DATE IN SERVICE _____

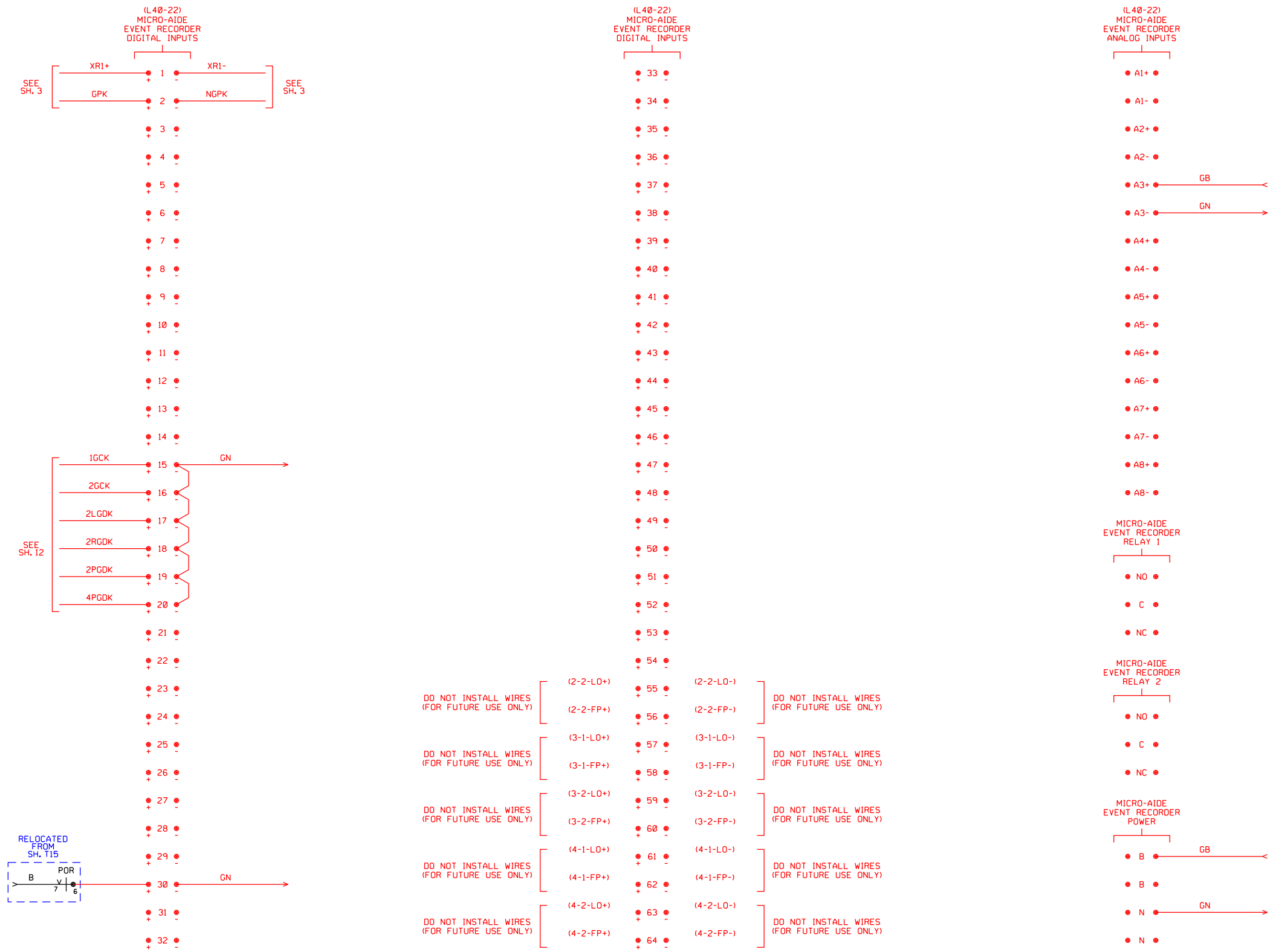
S. ENGINEER _____

INSPECTOR _____

- NOTES:
- ALL DATA RECORDER WIRE CONNECTIONS ARE 16 GAUGE UNLESS OTHERWISE SPECIFIED.
 - USE EIGHT (8) TURNS WHEN WINDING #10 WIRE THROUGH THE CURRENT SENSORS.
 - POR IS A 120VAC POTTER & BRUMFIELD KRPA-11AY-120 RELAY.

RED = IN YELLOW = OUT 4-11 CASE

INFORMATION CONFIDENTIAL ALL PLANS, DRAWINGS, SPECIFICATIONS AND/OR INFORMATION FURNISHED HEREWITH SHALL REMAIN THE PROPERTY OF THE SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY AND SHALL NOT BE USED FOR ANY PURPOSE NOT PROVIDED FOR IN AGREEMENT WITH THE SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY	DESIGNED: 03-10-06 BY: NAS/WBY FILE N/A TASK NO.: H-1629 INSTALL GRADE CROSSING MONITOR SYSTEM IN SVC. DATE 04-11-06 NAS/GLB CORRECTED: 09-27-06 BY: NAS/RJK	AS-INSERVICE FILE N/A TASK NO.: UPDATED PLANS PER FIELD REVISIONS. CORRECTED: 03-16-09 BY: XRL/TDK	DESIGNED: 1-11-16 BY: XRL/GCR FILE: LWD15-40730 TASK NO.: CTO 134 SAN GABRIEL SUB. EC4 UPGRADE IN SVC. DATE 02-03-18 CORRECTED: 03-28-18 BY: XRL/ST	DESIGNED: - - BY: / FILE: TASK NO.: PRE CTO-98/200000 CONVERT TRACK AND LOCATION BOOKS INTO LOCATION SPECIFIC PLAN SETS IN SVC. DATE - - CORRECTED: 05-07-20 BY: PRE/JDS					DESIGNED: 01-18-22 BY: XORAIL/GCR FILE LWD22-861017 TASK NO.: CTO *31 EUCLID AVE PED IMPROVEMENTS 100% SUBMITTAL IN SVC. DATE - - CORRECTED: - - BY: /	SCAX DATA RECORDER CIRCUIT P EUCLID AVE. SG 36.81 SH. 12 OF 13 T15A 17 03/10/06
---	---	--	--	---	--	--	--	--	--	--

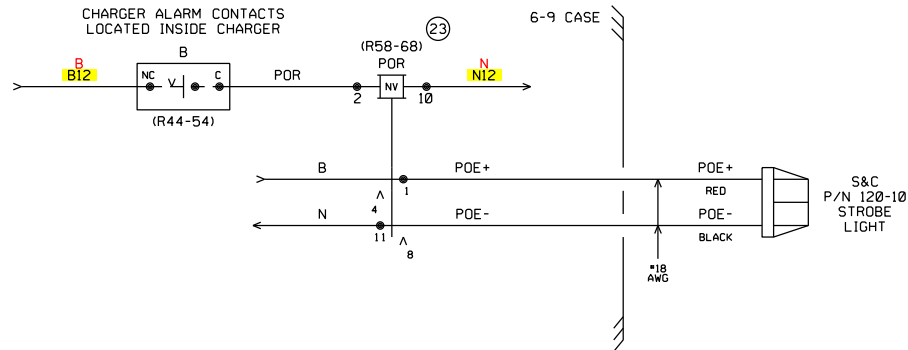
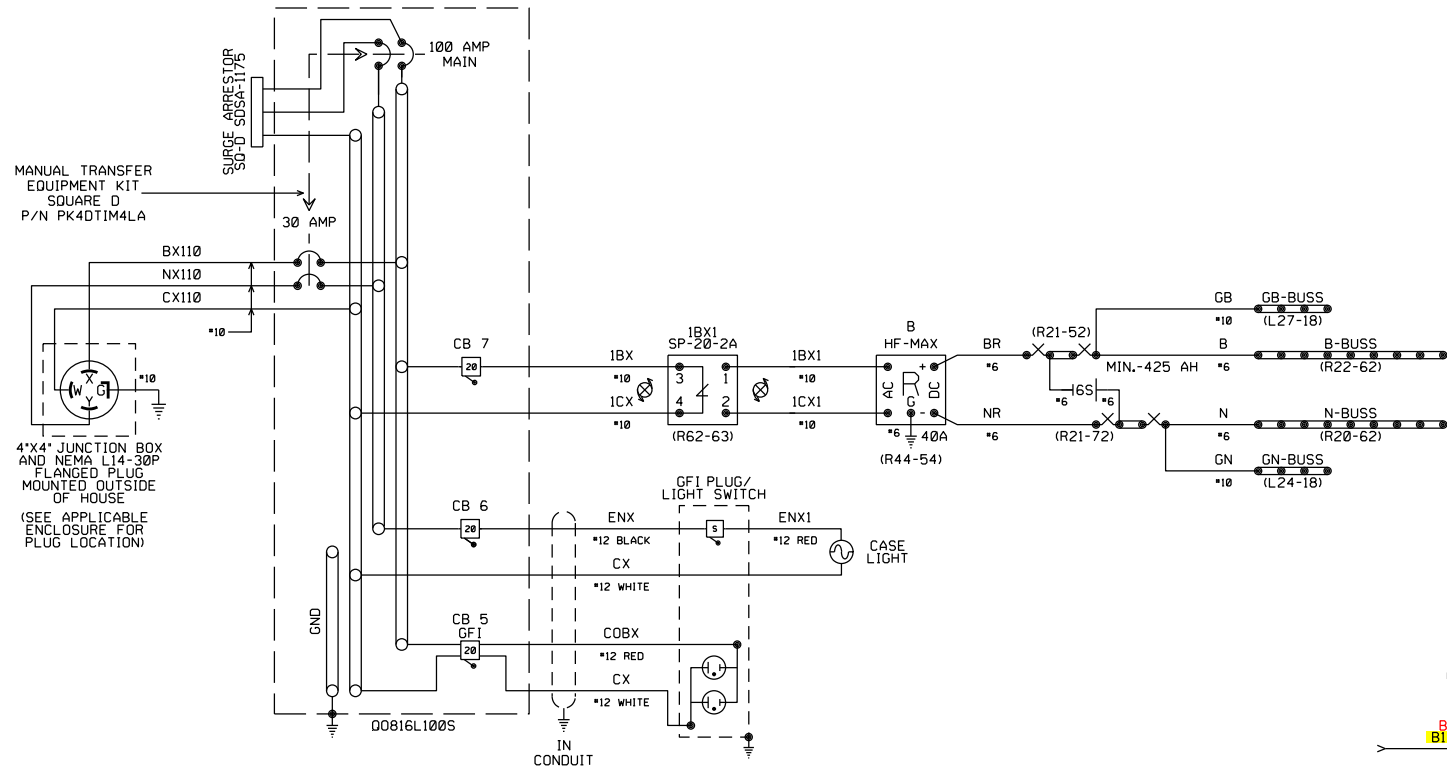


NOTES:
1. ALL WIRE #16 AWG, UNLESS OTHERWISE NOTED.

RED = IN AUXILIARY CASE

DATE IN SERVICE _____
S. ENGINEER _____
INSPECTOR _____

INFORMATION CONFIDENTIAL ALL PLANS, DRAWINGS, SPECIFICATIONS AND/OR INFORMATION FURNISHED HEREWITH SHALL REMAIN THE PROPERTY OF THE SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY AND SHALL BE HELD CONFIDENTIAL AND SHALL NOT BE USED FOR ANY PURPOSE NOT PROVIDED FOR IN AGREEMENT WITH THE SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY									DESIGNED: 01-18-22 BY: XORAIL/GCR FILE LWD22-861017 TASK NO.: CTO #31 EUCLID AVE PED IMPROVEMENTS 100% SUBMITTAL IN SVC. DATE - - CORRECTED: - - BY: /	SCAX MICRO-AIDE EVENT RECORDER EUCLID AVE. SG 36.81 SH. 15 OF 17 01/18/22
--	--	--	--	--	--	--	--	--	--	---



AC PANEL CIRCUIT SCHEDULE				
LOAD SERVED	C.B.		BX	NX
	POLE	AMP		
MAIN	2	100A	1	*
RECEPTACLE - GENERATOR	2	30A	2	*
RECEPTACLE - GF1	1	20A	3	*
LIGHTS	1	20A	4	*
B CHARGER	1	20A	5	*
SPARE			6	*
			7	*
			8	*
BOTTOM FEED				
VOLTAGE:120/240V, 1Ø, 3W MAIN:100A				

- NOTES:
- 1. POE STROBE LIGHT AND ASSOCIATED MISCELLANEOUS MATERIALS TO BE FURNISHED AND INSTALLED BY CONTRACTOR.
 - 2. ALL WIRE #16AWG, UNLESS OTHERWISE NOTED.

DATE IN SERVICE _____

S. ENGINEER _____

INSPECTOR _____

YELLOW = OUT RED = IN AUXILIARY CASE

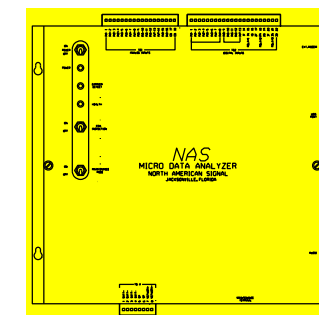
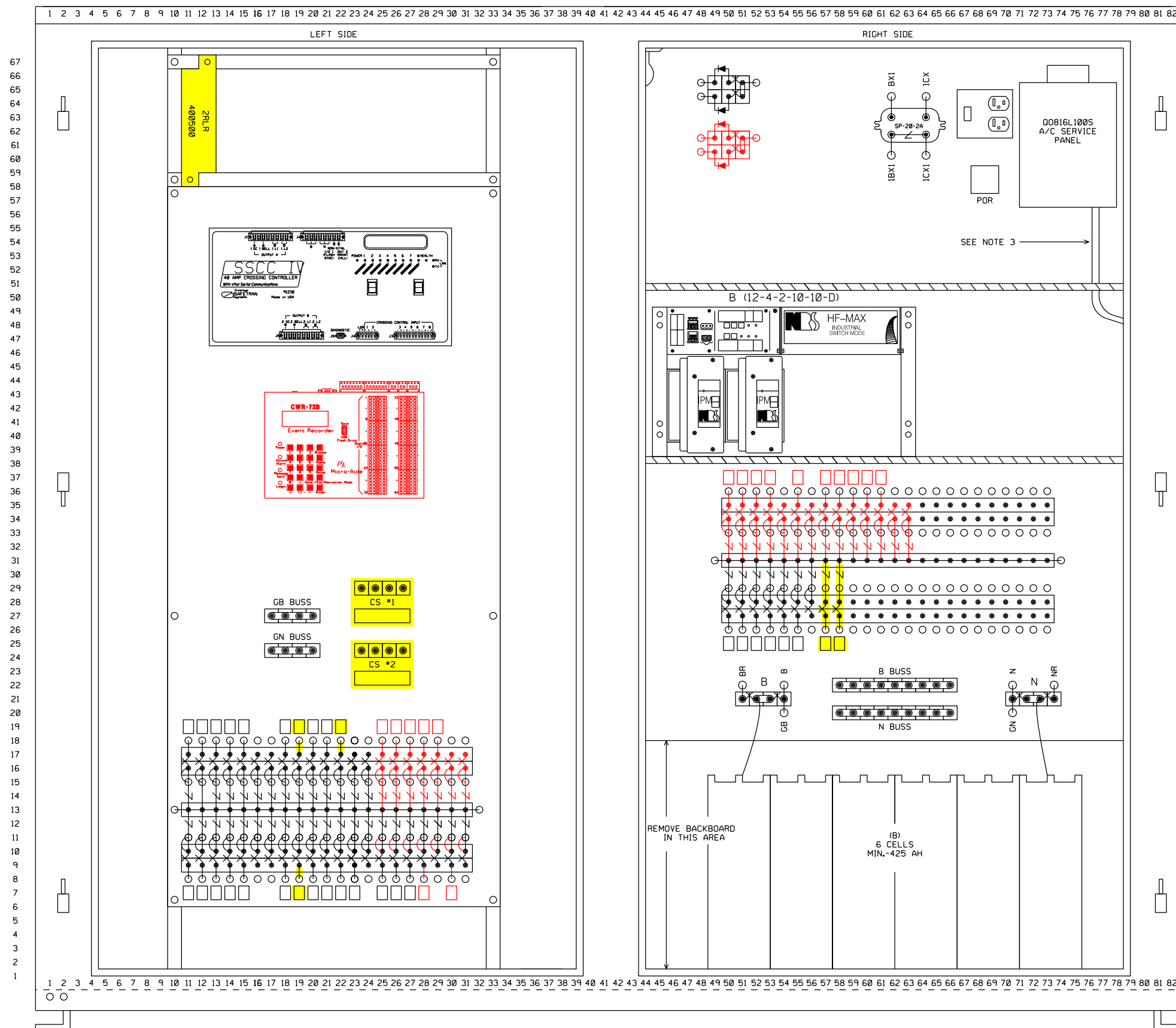
EUCLID AVE. DESIGN USES PRE-ASSEMBLED AUXILIARY CASE ENCLOSURE SCRR PART# 03-3248000

INFORMATION CONFIDENTIAL
ALL PLANS, DRAWINGS, SPECIFICATIONS AND OR INFORMATION FURNISHED HEREWITH SHALL REMAIN THE PROPERTY OF THE SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY AND SHALL BE HELD CONFIDENTIAL AND SHALL NOT BE USED FOR ANY PURPOSE NOT PROVIDED FOR IN AGREEMENT WITH THE SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY

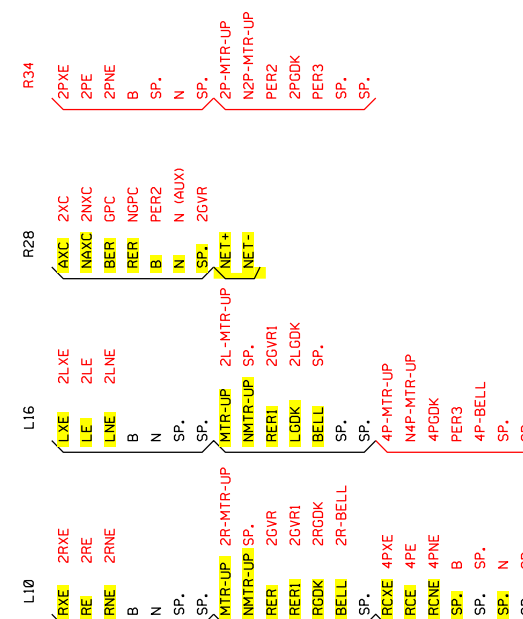
DESIGNED: 01-18-22 BY: XORAIL/GCR
FILE LWD22-861017
TASK NO.: CTO *31
EUCLID AVE PED IMPROVEMENTS
100% SUBMITTAL

IN SVC. DATE - -
CORRECTED: - - BY: /

SCAX
POWER & BATTERY CIRCUIT
EUCLID AVE.
SG 36.81
SH. 16 OF 17 01/18/22

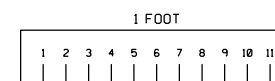


6-9 ALUMINUM CASE WITH
STAINLESS STEEL HARDWARE.



NOTES:

1. DOORS REMOVED FOR CLARITY.
2. SEE DWG. 9005-1 FOR PLUG LOCATION.
3. CASE FOUNDATIONS TO BE INCLUDED WITH CASE.



DATE IN SERVICE _____
S. ENGINEER _____
INSPECTOR _____

YELLOW = OUT RED = IN AUXILIARY CASE

INFORMATION CONFIDENTIAL
ALL PLANS, DRAWINGS, SPECIFICATIONS AND OR INFORMATION
FURNISHED HERewith SHALL
REMAIN THE PROPERTY OF THE
SOUTHERN CALIFORNIA REGIONAL
RAIL AUTHORITY AND
SHALL BE HELD CONFIDENTIAL
AND SHALL NOT BE USED FOR
ANY PURPOSE NOT PROVIDED
FOR IN AGREEMENT WITH THE
SOUTHERN CALIFORNIA REGIONAL
RAIL AUTHORITY

SG036_81.C17

EUCLID AVE. DESIGN USES PRE-ASSEMBLED AUXILIARY
CASE ENCLOSURE SCRR# PART# 03-3248000

DESIGNED: 01-18-22 BY: XORAIL/GCR
FILE LWD22-861017
TASK NO.: CTO #31
EUCLID AVE PED IMPROVEMENTS
100% SUBMITTAL

IN SVC. DATE - -
CORRECTED: - - BY: /

SCAX

CASE LAYOUT
EUCLID AVE.
SG 36.81

SH. 17 OF 17 01/18/22

EXHIBIT B-5

To Construction and Maintenance Agreement
for
Euclid Avenue Pedestrian Safety Improvement
Project
Cover Sheet for the

SCRRA Form of Approval for SBCTA
WORK PS&E

Attachment: EXHIBIT B-5 - Coverpage (8455 : C&M Agreement for Euclid Avenue Pedestrian Gates in City of Upland)



METROLINK®

SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY

metrolinktrains.com/meeting

Record of Final Design Approval

Project Name	SBCTA Metrolink Station Accessibility Improvements Phase II: Euclid Ave		
Subdivision	San Gabriel	Milepost	36.81
Lead Agency	SBCTA		
SCRRA PM	Elizabeth Lun	Agency PM	Juan Lizarde
Design Firm	KOA Corporation		

The design has been prepared under the direction of the design firm's staff authorized to sign for the work. The staff person signing below attests to and certifies the technical information contained therein and the engineering data upon which the recommendations, conclusions, and decisions are based.

Anastasia M. Canzonieri

7/28/2022

REGISTERED CIVIL ENGINEER

Date:



Record of Final Design Approval for

SCRRRA Approval


 Digitally signed by Elizabeth Lun
 Date: 2022.08.02 11:06:35 -07'00'

8/2/2022

Date:

SCRRRA Project Manager



 Digitally signed by Elizabeth Lun
 Date: 2022.08.02 11:07:17 -07'00'

8/2/2022

Date:

Assistant Director, Design

Justin Fornelli, PE

 Digitally signed by Justin Fornelli, PE
 Date: 2022.08.09 15:45:16 -07'00'

8/9/22

Date:

Justin Fornelli

Chief Program Delivery

Filippi, Donald

 Digitally signed by Filippi, Donald
 Date: 2022.08.09 08:53:17 -07'00'

8/09/2022

Date:

Don Filippi

Chief Operating Officer

Frank Castellon

Date:

Chief Safety, Security, and Compliance

See other signature packet

Attachment: 22-1002791_Exhibit_B-5A_DPM-43_Part-A (8455 : C&M Agreement for Euclid Avenue Pedestrian Gates in City of Upland)



METROLINK®

SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY

metrolinktrains.com/meeting

Record of Final Design Approval

Project Name	SBCTA Metrolink Station Accessibility Improvements Phase II: Euclid Ave		
Subdivision	San Gabriel	Milepost	36.81
Lead Agency	SBCTA		
SCRRA PM	Elizabeth Lun	Agency PM	Juan Lizarde
Design Firm	KOA Corporation		

The design has been prepared under the direction of the design firm's staff authorized to sign for the work. The staff person signing below attests to and certifies the technical information contained therein and the engineering data upon which the recommendations, conclusions, and decisions are based.

Anastasia M. Canzonieri

7/28/2022

REGISTERED CIVIL ENGINEER

Date:



Record of Final Design Approval for

SCRRRA ApprovalDigitally signed by Elizabeth Lun
Date: 2022.08.02 11:06:35 -07'00'

8/2/2022

Date:

SCRRRA Project Manager

Digitally signed by Elizabeth Lun
Date: 2022.08.02 11:07:17 -07'00'

8/2/2022

Date:

Assistant Director, Design

See other signature packet

Justin Fornelli
Chief Program Delivery

Date:

See other signature packet

Don Filippi
Chief Operating Officer

Date:

Frank CastellonDigitally signed by Frank Castellon
Date: 2022.08.04 10:11:30 -07'00'

8/04/2022

Frank Castellon
Chief Safety, Security, and Compliance

Date:

EXHIBIT B-6

To Construction and Maintenance Agreement
for
Euclid Avenue Pedestrian Safety Improvement
Project
Cover Sheet for the

List of SBCTA Design and Contractor
Submittals Requiring SCRRA Review

EXHIBIT B-6
List of SBCTA Design Submittals Requiring SCRRRA Review

	DESCRIPTION	
	CROSSING LAYOUT	
	SIGNING AND STRIPING PLANS	

EXHIBIT B-6
List of Contractor Submittals Requiring SCRRR Review

ALL SUBMITTALS SHALL BE IN ACCORDANCE WITH SPECIFICATION
as incorporated in SCRRR Form 37
(COORDINATION WITH RAILROAD OPERATIONS)

SECTION	DESCRIPTION	ARTICLE
SECTION 1	CONSTRUCTION SCHEDULE	1.4
SECTION 1	WEEKLY LOOK-AHEAD SCHEDULE	1.4
SECTION 1	DOCUMENT CONTROL PLAN	1.4
SECTION 1	TESTING AND INSPECTION PLAN	1.4
SECTION 1	SITE SPECIFIC WORK PLANS	1.4
SECTION 4	REQUESTING WORK WINDOWS	4.4
SECTION 5	DEMOLITION AND REMOVAL PLANS	5.1
SECTION 5	EXCAVATION AND BACKFILL PLANS	5.2
SECTION 5	TRACK MONITORING PLAN	5.3
SECTION 5	DRILLING AND PILE DRIVING PLANS	5.4
SECTION 5	BORING AND JACKING PLANS	5.5
SECTION 5	BORING AND JACKING TRACK MONITORING PLAN	5.6
SECTION 5	CLEARANCES	5.8
SECTION 5	TEMPORARY TRAFFIC CONTROL PLANS	5.9

EXHIBIT D-2

To Construction and Maintenance Agreement
for
Euclid Avenue Pedestrian Safety Improvement
Project
Cover Sheet for the
SCRRA Scope of Work and Estimate

EXHIBIT D-2
RAILROAD WORK AND COST ESTIMATE
Euclid Pedestrian Safety Improvements

RAILROAD WORK by SCRRA is generally defined as the following activities:

In support of the PROJECT, SCRRA will install the pedestrian gates and modify the existing crossing warning system to accommodate the additional pedestrian gates.

RAILROAD WORK COST ESTIMATE

The estimated cost for the RAILROAD WORK is provided below.

Category Description	Estimated Cost
Warning Systems Installation	\$275,000.00
Warning Systems Materials	\$147,560.00
PTC Coordination	\$21,128.00
C&S Systems Maintenance Support	\$12,676.80
S&C Design	\$0
S&C DSDC	\$33,804.80
S&C Construction Management & Inspection	\$63,384.00
S&C Agency	\$42,256.00
Survey	\$8,451.20
S&C Contingency	\$42,256.00
Flagging	\$25,353.60
TOTAL ESTIMATE	\$671,870.40

EXHIBIT D-1

To Construction and Maintenance Agreement
for
Euclid Avenue Pedestrian Safety Improvement
Project
Cover Sheet for the
SBCTA Scope of Work

EXHIBIT D-1
SBCTA SCOPE OF WORK

SBCTA WORK by SBCTA is generally defined as the following activities:

- Install pedestrian swing gates and channelization
- Install chain link fences
- Reconstruct non-compliant sidewalks and ramps
- Minor road improvements
- Modify all signing and striping to accommodate roadway improvements
- Install new ADA truncated domes

EXHIBIT E-1

To Construction and Maintenance Agreement
for
Euclid Avenue Pedestrian Safety Improvement
Project
Cover Sheet for the

SCRRA Highway-Rail Grade Crossings
Manual, Standards, and Criteria

EXHIBIT E-1

Please refer to the current SCRRRA Grade Crossing Manual, Standards, and Excavation Support Criteria found in the Design Criteria Manual, Chapter 15 posted on Metrolink's website using the following links:

SCRRRA Grade Crossing Manual

https://metrolinktrains.com/globalassets/about/engineering/scrra_grade_crossing_manual.pdf

SCRRRA Grade Crossing Standards

<https://metrolinktrains.com/globalassets/about/engineering/4000-grade-xing.pdf>

SCRRRA Excavation Support Guidelines found in the Design Criteria Manual, Chapter 15

https://metrolinktrains.com/globalassets/about/engineering/scrra_design_criteria_manual.pdf

EXHIBIT E-2

To Construction and Maintenance Agreement
for
Euclid Avenue Pedestrian Safety Improvement
Project
Cover Sheet for the
Requirements of the Contractor(s)

EXHIBIT E-2 REQUIREMENTS FOR CONTRACTORS

COORDINATION WITH RAILROAD OPERATIONS

1.0 GENERAL REQUIREMENTS

1.1 DESCRIPTION

This Project includes construction work within the operating right-of-way of the Southern California Regional Rail Authority (SCRRA). This Exhibit E-2 describes coordination with the SCRRA when work by the Contractor will be performed upon, over, under, or adjacent to the railroad right-of-way or may impact current or future SCRRA operations. The Contractor must coordinate with the SCRRA while performing the work described in the Contract, the Drawings, and the Specifications, and shall afford the same cooperation with the SCRRA as it does with SBCTA or CITY. All submittals and work shall be completed in compliance with these Requirements, SCRRA guidelines and other requirements. Reference is made to the Construction and Maintenance Agreement between CITY, SCRRA, and SBCTA (Construction and Maintenance Agreement) of which these Requirements are a part.

1.2 REQUIREMENTS OF THE CONTRACTOR

All railroad tracks within and adjacent to the Project site are to be assumed as active and rail traffic over these facilities must be maintained throughout the Project. Activities may include both through moves and switching moves to local customers. SCRRA and other railroad traffic and operations can occur continuously throughout the day and night on these tracks and shall be maintained at all times as defined herein. The Contractor shall coordinate and schedule the work so that construction activities do not interfere with SCRRA Operations.

The Contractor, and its sub-contractors of any tier (collectively referred to as the Contractor), must cooperate with SCRRA during construction of the Project when any of the following conditions are present:

- A. Where work is performed on the railroad right-of-way;
- B. When the work is over or under or adjacent to the tracks of the SCRRA;
- C. When excavations are performed within 30-feet of the centerline of the nearest track; or
- D. When the work has the potential to foul (obstruct) any tracks or reduce any clearance below the allowable minimum.

The Contractor shall inform itself of the expected train movements prior to implementing its plans for any portion of the work.

The Contractor may not move, relocate, remove, obstruct, or otherwise interfere with any railroad tracks, signals, signs, flags, or other facilities, or any service or connection to any railroad facility.

All work on SCRRA tracks, signals, communication equipment, and other facilities must be performed by SCRRA.

The Contractor's right to enter the railroad right-of-way is subject to the absolute right of SCRRA to cause the Contractor's work on the railroad right-of-way to cease if, in the sole opinion of SCRRA, the Contractor's activities create a hazard to the railroad right-of-way, or SCRRA employees, or SCRRA operations, or any combination thereof.

The Contractor shall execute and deliver duplicate copies of the SCRRA Form 6 – Temporary Right of Entry Agreement, in the form included with the Construction and Maintenance Agreement, Exhibit E-3. The Contractor shall comply with all requirements stipulated in the Right of Entry Agreement, and shall maintain all insurance in full force during the time that its work is performed on or adjacent to the railroad right-of-way. The Contractor shall furnish Railroad Protective Insurance in the amounts listed in SCRRA Form 6 – Temporary Right of Entry Agreement is a requirement of working on or adjacent to the railroad right-of-way

The Contractor must plan, schedule and conduct all work activities so as not to interfere with the movement of any trains. Work activities shall be confined to the times specified by SCRRA, unless otherwise permitted by SCRRA. Work windows that provide the Contractor exclusive track occupancy on all tracks will not be granted unless identified by SCRRA, and then only upon an advance notice of 75 calendar days prior to the date on which the work window is desired.

The details of construction affecting the railroad right-of-way and tracks not included in the Contract Drawings must be submitted to the SCRRA for approval before work is undertaken and this work must not be undertaken until approved by the SCRRA.

A detailed construction schedule, including the proposed temporary horizontal and vertical clearances and construction sequence for all work to be performed, shall be provided by the Contractor to SBCTA or CITY for submittal to the SCRRA for review and approval prior to commencement of work. This schedule shall also include the anticipated dates on which the above listed events will occur. This schedule shall be updated for all critical listed events as necessary but at least monthly so that site visits may be scheduled.

The Contractor must notify the SCRRA Project Representative, not less than 30 calendar days before commencing any work on the railroad right-of-way. Contractor's notification to SCRRA shall be in writing and must refer to the file no. referenced in the respective C&M Agreement. The Contractor shall perform no work on the railroad right-of-way until all its employees, including sub-contractors of any tier, have attended and passed the Safety Orientation Class described in SCRRA Form 6 – Temporary Right-of-Entry Agreement.

The SCRRA Project Representative for this project is:

Andrew Althorp
Southern California Regional Rail Authority
2558 Supply Street, Bldg A, Pomona, California 91767
Phone: (909) 593-6973

All notices and submittals to the SCRRA Project Representative are to be made through SBCTA or CITY's Resident Engineer or other designated representative of SBCTA or the CITY.

The Contractor, at its sole expense, shall adequately supervise all work to be performed by the Contractor. The responsibility of the Contractor shall not be lessened or otherwise affected by SCRRA's approval of the plans and specifications for the Project, or by the presence at the work site of a CITY, SCRRA, or SBCTA Representative.

1.3 Submittals

Construction submittals requiring SCRRA approval, and Requests for Information (RFI) requiring a reply from SCRRA, must be forwarded to SBCTA or CITY who in turn will forward to the SCRRA Project Representative. SCRRA shall be allowed 45 calendar days for review of all submittals. Upon written approval of SBCTA or CITY, the contractor or contractors may make the submittals directly to SCRRA Project Representative and SBCTA or CITY simultaneously.

The details of the construction affecting the operations, facilities, or railroad right-of-way, or the operations or facilities of other entities using the railroad right-of-way, not already included in the Project plans and specifications, shall be submitted by the Contractor for review by SCRRA. Written approval must be obtained from SCRRA before such construction is undertaken.

The SCRRA's review and approval of SBCTA or CITY or the Contractor's Plans in no way relieves SBCTA or CITY and Contractor from their responsibilities, obligations or liabilities under the Contract between SBCTA or CITY and the Contractor for the work, or in the separate SCRRA Form 6 – Temporary Right of Entry Agreement. SCRRA's approval will be given with the understanding that the SCRRA makes no representations or warranty as to the validity, accuracy, legal compliance or completeness of SBCTA's, CITY's, and/or Contractor's plans and that any reliance by SBCTA, CITY, or the Contractor with respect to such plans is at the risk of SBCTA, CITY, and the Contractor.

2.0 CONTRACTOR SAFETY REQUIREMENTS

2.1 CONTRACTOR GENERAL SAFETY REQUIREMENTS

Work in the proximity of railway track(s) is potentially hazardous where movement of trains and

equipment can occur at any time and in any direction. All work performed by the Contractor within or adjacent to the railroad right-of-way must be in compliance with this specification and the requirements of SCRRA Form 6 – Temporary Right of Entry Agreement.

All personnel working on, over, or under the railroad right-of-way must be equipped with personal protective equipment (PPE) meeting applicable OSHA and ANSI specifications. Personal protective equipment must be appropriate for the task performed. Employees, agents or invitees of Contractor shall possess the following minimum equipment while on the railroad right-of-way:

- A. Safety glasses with side shields conforming to ANSI Z87.1 – Occupational and Educational Personal Eye and Face Protection Devices
- B. Protective Helmets (Hard Hats) conforming to ANSI Z89.1 – Requirements for Protective Headwear for Industrial Workers, Type I or II, Class G or E;
- C. Safety shoes with hardened toes conforming to ASTM F 2413. Shoes must lace above the ankle and have a defined heel.
- D. High visibility ORANGE (and only orange) retro-reflective work wear. (Green and Red shirts, vests, or other outerwear are not permitted within the railroad right-of-way because of the use of the same colors for signals to trains).
- E. Evidence of SCRRA railroad safety training (decal or card).

Hearing protection, face and eye shields, fall protection, gloves, and respirators must be worn as required by State and Federal regulations.

The Contractor must not pile or store any materials, machinery or equipment within the railroad Right-of-Way, or closer than 25'-0" to the center line of the nearest track, or in a manner that blocks access to SCRRA facilities and equipment. Dirt, aggregates, or other similar loose materials must be covered to prevent migration of the material toward the track. Dust or blowing soil or debris must be controlled in accordance with South Coast Air Quality Management District Rule No. 402 and Rule No. 403.

Materials, machinery or equipment must not be stored or left within 250 feet of any highway railroad at-grade crossings, where storage of the same will interfere with the sight distances of motorists approaching the crossing. Prior to beginning work, the Contractor must establish a storage area with concurrence of the SCRRA Project Representative.

Machines or vehicles must not be left unattended with the engine running. Parked machines and equipment must be turned off and must be in gear with brakes set. If equipped with blade, pan or bucket, the blade, pan or bucket is to be lowered to the ground. All machinery and equipment left unattended on Railroad right-of-way must be left inoperable and secured against movement.

The Contractor must not create and leave any conditions at the work site that would interfere

with water drainage. Any work performed over water must meet all Federal, State and Local regulations.

All wires and cables must be considered active, dangerous and of high voltage unless informed to the contrary by proper authority. For all power lines the minimum clearance between the lines and any part of the equipment or load must be; 200 KV or below - 15 feet; 200 to 350 KV - 20 feet; 350 to 500 KV - 25 feet; 500 to 750 KV - 35 feet; and 750 to 1000 KV - 45 feet. If capacity of the line is not known, a minimum clearance of 45 feet must be maintained. A person must be designated to observe clearance of the equipment and give a timely warning for all operations where it is difficult for an operator to maintain the desired clearance by visual means.

All damage to SCRRA Property, or any hazard noticed on passing trains must be reported immediately to the railroad flagger, if a flagger is present, or in the absence of a railroad flagger, to SCRRA's Dispatch Operations Center (DOC) at (888) 446-9721. Any vehicle or machine which comes in contact (regardless of the strength of the impact) with track, signal equipment, or a structure (e.g. bridge) may result in a train derailment and must be reported immediately to the SCRRA Project Representative and to the SCRRA Flagger, if a flagger is present, or in the absence of a railroad flagger, to SCRRA's DOC. Phone numbers for utility and SCRRA emergency response are to be obtained from the SCRRA Project Representative prior to the start of any work and must be posted at the job site.

Special permission must be obtained from the SCRRA before moving heavy or cumbersome objects or equipment which might result in making the track impassable.

Any employees, agents or invitees of Contractor or its sub-contractors under suspicion of being under the influence of drugs or alcohol, or in the possession of same, will be removed from the railroad right-of-way and subsequently released to the custody of a representative of the Contractor's management. Future access to the railroad right-of-way by that employee will be denied.

All persons are prohibited from having pocket knives, firearms or other deadly weapons in their possession while working on railroad right-of-way.

2.2 SAFETY TRAINING AND COMMUNICATION

Before beginning any task on the railroad right-of-way, a thorough job safety briefing must be conducted with all personnel involved with the task. The briefing must include the procedures the Contractor will use to prevent its employees, sub-contractors, agents or invitees from moving any equipment adjacent to or across any SCRRA tracks without the appropriate protection to railroad operations. Additional job safety briefings must be conducted anytime that the job tasks or conditions affecting the job tasks, change or are revised.

When Contractor employees are required to work on the railroad right-of-way after normal working hours or on weekends, the SCRRA Project Representative must be notified. A minimum of two employees must be present at all times.

2.3 SCRRA Railway Protective Services

The Contractor must request and arrange for a flagger, inspector and/or other protective services from SCRRA authorized representative for the following conditions:

- A. When the Contractor's work activities are within the railroad right-of-way.
- B. When the Contractor's work activities are located over or under a track or tracks.
- C. When cranes, pile drivers, drill rigs, concrete pumps, or similar equipment positioned outside of the right-of-way could foul the track in the event of tip over or other catastrophic occurrence,
- D. When in the opinion of the SCRRA it is necessary to safeguard the employees, trains, engines and facilities of SCRRA.
- E. When any excavation is performed below the elevation of the track sub-grade, or track or other railroad facilities may be subject to movement or settlement.
- F. When work in any way interferes with the safe operation of trains at timetable speeds.
- G. When any hazard is presented to Railway track, communications, signal, electrical, or other facilities either due to persons, material, equipment or blasting in the vicinity.
- H. When clearing, grubbing, grading, or blasting is in proximity to the Property which, in the opinion of SCRRA or representative of an SCRRA member agency, may endanger the Property or operations.
- I. When street construction and maintenance activities, located within the railroad right-of-way or in the vicinity of the highway-rail grade crossing, requiring temporary work area traffic control, which may affect or create unsafe conditions for employees, public, trains and vehicles.

Flagging services will be performed by SCRRA using Federal Railroad Administration qualified Railway flaggers furnished through SCRRA. Personnel of the Contractor may not perform flagging or other protective services for railroad operations.

Flagging services are generally provided by one employee who can protect up to 10 people. However, additional personnel may be required to protect the facilities and operations of SCRRA, if deemed necessary by the SCRRA Project Representative or other authorized SCRRA employee. Each time a flagger is called, the minimum period for billing will be the eight (8) hour basic day. Additional overtime will be charged for the setting and removal of advance flags for work performed under Track Bulletins and Exclusive Track Occupancy rules.

The estimated cost for one (1) flagger is \$1,750 for a ten (10) hour basic day with time and one-half or double time for overtime, rest days and holidays. The estimated cost for each flagger

includes vacation allowance, paid holidays, railroad and unemployment insurance, public liability and property damage insurance, health and welfare benefits, transportation, meals, lodging and supervision. However, the flagging rate in effect at the time of performance of the work by the Contractor hereunder will be used to calculate the actual costs of flagging pursuant to this paragraph. SBCTA or CITY will reimburse SCRRA under a separate agreement for all cost and expense incurred by SCRRA in connection with the safety and protective services required for their respective work.

The Contractor shall call the phone number provided with the executed copy of SCRRA Form 6 – Temporary Right-of Entry Agreement, a minimum of 25 calendar days in advance of the date that flagging services will be required. Flagmen will not be scheduled until the Contractor has executed the SCRRA Form 6 – Temporary Right of Entry Agreement.

2.4 Track Occupancy and Work Windows

The Contractor's operations are subordinate to the operation of trains on the railroad right-of-way, whether passenger or freight. All work upon the railroad right-of-way shall be done at such times and in such a manner as not to interfere with or endanger the SCRRA Operations. SCRRA will strive to cooperate with the Contractor such that the work may be handled and performed in an efficient manner, however, The Contractor will have no claim whatsoever for any type of damages or for extra or additional compensation in the event its work is delayed by rail operations.

Whenever work may affect the operations or safety of trains, the method of doing such work shall first be submitted to the SCRRA Project Representative for approval, but such approval shall not relieve the Contractor from any liability. Any work to be performed by the Contractor, which requires flagging service or inspection service, shall be deferred until the flagging protection required by the SCRRA is available at the job site.

There is one main track that crosses the Euclid Ave crossing. Trains of SCRRA and the BNSF Railway operate over the tracks traversing the Project site.

The average train traffic on this route is 14 freight trains per 24-hour period at a timetable speed of 55 MPH and 30 passenger trains at a timetable speed of 79 MPH. Passenger train traffic is approximately limited to the hours of 4:00 AM and 12:00 Midnight. Freight trains are operated 24 hours a day, seven days a week. In addition to scheduled freight service, extra freight trains may be operated as traffic warrants.

Track occupancy and work windows for this Project must be coordinated with SCRRA. SCRRA will provide the following Conditional Work Windows as defined below:

Conditional Work Window using Track Bulletin Form B (Form B): A period of time in which

SCRRA operations have priority over construction activities. When construction activities may occur on the railroad right-of-way or the activities have the potential to foul the track as defined above, a SCRRA flagger will be required. At the direction of the flagger, upon approach of a train, and when trains are present on the tracks, the tracks must be cleared and work stopped. To clear tracks, no construction equipment, materials or personnel may remain within 25 feet of the centerline of the nearest track or as directed by the SCRRA flagger. Conditional Work Windows are available for the Project subject to SCRRA's local operating unit review and approval, however, construction activities utilizing cranes, pile drivers, drill rigs, concrete boom pumps or other swinging or boom operated equipment over the track or within 25-ft of the railroad right-of-way may not be performed under Form B except on approval of SCRRA. Work under Track Bulletin Form B will not be available between 4:00 AM and 7:00 PM Monday through Friday.

Conditional Work Window Using Time Controlled Access (Track and Time): A period of time in which SCRRA operations have priority over construction activities, but limited periods free of train traffic may be provided subject to approval of the SCRRA dispatcher. A SCRRA flagger will be required. Track and Time will typically be issued in 30-minute increments during non-peak periods between 4:00 AM and 10:00 PM. Track and Time will not be available during peak commuting periods, or when the scheduled time between passenger trains is 45 minutes or less. At the expiration of the allowed time, the tracks must be cleared (i.e., no construction equipment, materials or personnel within 25 feet from the centerline of the nearest track or as directed by the SCRRA flagger). Track and Time Conditional Work Windows on one main track are available for the Project subject to the approval of the SCRRA dispatcher between the hours of 7:00 PM and 4:00 AM Daily, and on two main tracks between the hours of Midnight and 4:00 AM.

Track Out of Service Single or Multiple Track: A period of time in which train operations are restricted to specific tracks. One or more SCRRA flagmen are required. One main track may be removed from service between the hours of 7:00 PM and 4:00 AM except in cases of unusual occurrences. Two main tracks may be removed from service between the hours of 12:00 Midnight and 4:00 AM except in cases of unusual occurrences. Exclusive Track Occupancy on Main Track 1 and Main Track 2 at other times is not available.

The Contractor shall make requests in writing to the SCRRA Project Representative and SBCTA or CITY for Conditional Work Windows, at least 25 calendar days in advance of the desired Conditional Work Windows. The written request must include:

- A. Description of work to be performed
- B. Description of tasks, equipment utilized, and sequence of work
- C. Drawing illustrating the work, lay-down, parking and staging areas
- D. Drawings illustrating Temporary Traffic Control in vicinity of tracks
- E. A schedule of the days and hours that work will be performed
- F. The exact location of the work and proximity to the tracks
- G. The type of window and amount of time requested

H. The designated contact person for the Contractor

The Contractor shall provide a written confirmation notice to the SCRRA Project Representative not less than 25 calendar days prior to commencing work in connection with the approved work windows when work will be performed within the railroad right-of-way. All work shall be performed in accordance with previously approved work plans.

Should a condition arise from, or in connection with, the Project work which requires immediate and unusual actions to be made to protect operations and property of the SCRRA, the Contractor shall undertake such actions. If, in the judgment of the SCRRA, such actions are insufficient, the SCRRA may require or provide such actions as deemed necessary. In any event, such actions shall be at the Contractor's expense and without cost to the SCRRA. The SCRRA have the right to order the Contractor to temporarily cease operations in the event of an emergency or if, in the opinion of the SCRRA, the Contractor's operations may inhibit the SCRRA Operations. In the event such an order is given, the Contractor shall immediately notify SBCTA or CITY of the order.

3.0 PROTECTION OF SIGNALS, COMMUNICATION LINES, AND UTILITIES

3.1 SIGNALS, COMMUNICATION FACILITIES, AND UTILITIES

Signal, communication, fiber-optic, petroleum, natural gas, electric power and other utilities are present in the railroad right-of-way. Delays and disruptions to service may cause business interruptions involving loss of revenue and profits, danger to train operations, and release of potentially flammable compounds. The Contractor shall be required to take special precautions and care in connection with excavating and shoring. Excavations for construction of footings, piers, columns, walls or other facilities that require shoring shall comply with requirements of all applicable laws and regulations, and the SCRRA "Excavation Support Criteria."

Before excavating, the Contractor must determine whether any underground pipe lines, electric wires, or cables, including fiber optic cable systems are present and located within the Project work area by calling the Southern California Underground Service Alert. SCRRA is not a member of Underground Service Alert (Dig Alert) and SCRRA signal and communication lines must be located separately. The Contractor must contact the SCRRA Signal Department separately. All underground and overhead wires will be considered HIGH VOLTAGE and dangerous until verified with the company having ownership of the line. It is the Contractor's responsibility to notify any other companies that have underground utilities in the area and arrange for the location of all underground utilities before excavating.

In addition to calling the Southern California Underground Service Alert (Dig Alert), the Contractor shall call the SCRRA's "Call Before Your Dig" number at least 72 hours prior to commencing work at (909) 592-1346 during normal business hours. In case of emergencies involving SCRRA signal or communication facilities, the Contractor shall call (888) 446-9721. The signal and communication emergency phone line is staffed 24 hours a day, 7 days a week. to

determine location of fiber optics. If a telecommunications system is buried anywhere on or near SCRRA property, the Contractor will co-ordinate with the SCRRA and the Telecommunication Company to arrange for relocation or other protection of the system prior to beginning any work on or near SCRRA property.

It shall be the responsibility of the Contractor, through SBCTA or CITY, to make arrangements directly with utility companies involving the protection, encasement, reinforcement, relocation, replacement, removing or abandonment in place of non-railroad facilities affected by the Project. SCRRA has no obligation to supply additional SCRRA property for non-railroad facilities affected by this Project, nor does the SCRRA have any obligation to permit non railroad facilities to be abandoned in place or relocated on railroad right-of-way. Any facility or utility that crosses the railroad right-of-way must be covered under an agreement or license with SBCTA including, without limitation, any relocation of an existing facility or utility.

SCRRA will, if required, rearrange its communications and signal lines, grade crossing warning devices, train signals, tracks and facilities that are in use and maintained by SCRRA forces in connection with its operation. This work by the SCRRA will be done by its own forces or by Contractors under a continuing contract and is not a part of the work under the Contract for the construction of the Project. The Contractor must allow sufficient time in its schedule to permit SCRRA to issue the necessary task orders to its contractors' order material, and perform any necessary work.

4.0 CONSTRUCTION

4.1 Excavation

The Contractor shall not make any excavations on the railroad right-of-way, nor within the zone of railroad load influence as shown in the SCRRA Excavation Support Criteria, until the Contractor's support of excavation plans and calculations are approved in writing by SCRRA.

The Contractor must cease all work and notify the SCRRA immediately before continuing excavation in the area if obstructions are encountered which do not appear on drawings. If the obstruction is a utility and the owner of the utility can be identified, then the Contractor must also notify the owner immediately. If there is any doubt about the location of underground cables or lines of any kind, no work must be performed until the exact location has been determined. There will be no exceptions to these requirements.

All excavations must be conducted in compliance with applicable law and regulations and, regardless of depth, must be shored when within the zone of railroad load influence, or when necessary to protect structures, facilities, or personnel. Excavations located on the railroad right-of-way shall conform to the SCRRA Excavation Support Criteria. Designs for all temporary structures supporting tracks or excavations adjacent to the tracks shall include railway surcharge loading imposed by a Cooper E-80 live load.

Any excavations, holes or trenches on the railroad right-of-way must be covered, guarded and protected when work is not actively prosecuted. When leaving work site areas at night and over weekends, the areas must be secured and left in a condition that will ensure that SCRRA employees and other personnel who may be working or passing through the area are protected from all hazards. All excavations must be back filled as quickly as practicable.

4.2 Protection of Track

The Contractor must take protective measures necessary to keep railway facilities, including track ballast, free of sand, debris, and other foreign objects and materials resulting from its operations or weather. No portion of any equipment may be set or operated on the tracks at any time. The Contractor will be required to use powered lifting devices such as cranes or winches to place or to remove any forms or falsework over SCRRA's tracks.

The Contractor shall not drop material onto the tracks at any time except upon prior written approval of SCRRA, and only upon the concurrent approval by SCRRA of the Contractor's method of protecting the track from impacts and debris. No blasting shall be performed on or adjacent to the railroad right-of-way without the written approval of SCRRA. Driven piles shall be limited to locations shown on the Contract Drawings or, if needed for temporary support of excavation, to the locations approved by SCRRA. The track shall be monitored by differential leveling for vertical displacement during any pile driving or other operations capable of displacing the ground.

The Contractor, at its expense, shall maintain all ditches and drainage structures free of silt or other obstructions which may result from the Contractor's operations and to repair and restore any SCRRA property, tracks and facilities of SCRRA and its tenants and other having the right to use the railroad right-of-way. The Contractor must submit a proposed method of erosion control and have the method reviewed and approved by the SCRRA prior to beginning any grading on the project site. Erosion control methods must comply with all applicable local, state and federal regulations.

Tracks, ballast, and other SCRRA facilities must be covered and protected during any demolition or removal operations over or in the vicinity of the tracks. The Contractor shall submit its plans for protection of the tracks to the SCRRA Project Representative for approval, and receive approval, prior to beginning any demolition or removal operations.

At other than public road crossings, the Contractor shall not move any equipment or materials across SCRRA's tracks until permission has been obtained from the SCRRA, and the Contractor has obtained a "Temporary Private Crossing Agreement" from the SCRRA. The temporary crossing shall be constructed in accordance with SCRRA standards and gated and locked at all times when not required for use by the Contractor. Temporary crossings for the use of the

Contractor will be at the expense of the Contractor.

Notwithstanding any approval by SCRRA, the Contractor shall be responsible for the protection of the track, signals, communications, SCRRA operations, and the public. Damage to railway facilities resulting from Contractor's operations will be repaired or replaced by SCRRA and the cost of such repairs or replacement shall be paid to SCRRA by the Contractor. The Contractor shall maintain appropriate barriers or fencing to prevent the use of the railroad right-of-way by the public at all times during construction. The Contractor shall maintain all barriers, fencing, and temporary construction works in good repair and free of graffiti at all times. The Contractor shall provide additional fencing or barriers as needed to deter the public from entering the railroad right-of-way within the limits of the construction.

4.3 Clearances

The Contractor must not pile or store any materials, machinery or equipment closer than 25'-0" to the center line of the nearest SCRRA track. Materials, machinery or equipment must not be stored or left within 250 feet of any highway railroad at-grade crossings, where storage of the same will interfere with the sight distances of motorists approaching the crossing. Prior to beginning work, the Contractor must establish a storage area with concurrence of the Railroad's representative.

Unless shown otherwise on the Contract Drawings, the Contractor shall abide by the following temporary clearances during construction. The Contractor shall not place forms, materials, spoils, or other temporary constructions, including bracing or work platforms, within the clear area unless approved in writing by SCRRA:

- 12'-0" Horizontally at right angles from centerline of nearest track
- 22'-6" Vertically above top of rail
- 27'-0" Vertically above top of rail for electric wires carrying less than 750 volts
- 28'-0" Vertically above top of rail for electric wires carrying 750 volts to 15,000 volts
- 30'-0" Vertically above top of rail for electric wires carrying 15,000 volts to 20,000 volts
- 34'-0" Vertically above top of rail for electric wires carrying more than 20,000 volts

At no time shall the Contractor reduce the minimum clearances required by the California Public Utilities Commission (CPUC) General Order 26-D, or block or restrict the visibility of any signal or railroad warning device. Any infringement within the clearances established by General Order 26-D due to the Contractor's operations must be submitted to the SCRRA and to SBCTA or CITY and must not be undertaken until approved in writing by the SCRRA, and until SBCTA or CITY has obtained any necessary authorization from the CPUC for the infringement. No extra compensation will be allowed in the event the Contractor's work is delayed pending approval by SCRRA, or approval by the CPUC, or both.

In the case of impaired vertical clearance above top of rail, SCRRA will have the option of installing tell-tales or other protective devices SCRRA deems necessary for protection of SCRRA operations. The cost of tell-tales or protective devices will be borne by the Contractor.

Reduced temporary construction clearances, which are less than construction clearances defined above, will require special review and approval by the SCRRA and possible the CPUC. Any proposed variance on the specified minimum clearances due to the Contractor's operations shall be submitted to the SCRRA Project Representative and SBCTA or CITY at least thirty (30) calendar days in advance of the work. No work shall be undertaken until the variance is approved in writing by the SCRRA Project Representative.

Parallel to the outer side of each exterior track of multiple operated tracks and on each side of single operated track, an unobstructed continuous space suitable for trainman's use in walking along trains, extending in width not less than 12 feet perpendicular from centerline of track, shall be maintained. Any temporary impediments to walkways and track drainage encroachments or obstructions allowed during working hours must be covered, guarded and/or protected as soon as practicable. Walkways with railings shall be constructed by the Contractor over open excavation areas when in close proximity of track, and railings shall not be closer than 9'-0" perpendicular from the center line of tangent track or 10' - 0" horizontal from curved track.

4.4 Temporary Vehicular Traffic Control

The Contractor's operations which control traffic across or around SCRRA facilities shall be coordinated with and approved by the SCRRA and CITY and shall be in compliance with the CA MUTCD. Traffic control in the vicinity of highway – railroad grade crossings shall conform to the SCRRA Criteria for Temporary Traffic Control.

SCRRA will not permit temporary at grade crossings unless absolutely necessary and there is no alternative route available to Contractor to access the Project site. Alternative plans must be considered to avoid crossing SCRRA tracks at grade.

5.0 HAZARDOUS AND CONTAMINATED MATERIALS

5.1 Control, Discharge, and Disposal

Discharge, release or spill on the railroad right-of-way of any hazardous substances, oil, petroleum, constituents, pollutants, contaminants, or any hazardous waste is prohibited and Contractor must immediately notify the SCRRA Project Representative of any discharge, release or spills in excess of a reportable quantity. Contractor must not allow the railroad right-of-way to become a treatment, storage or transfer facility as those terms are defined in the Resource Conservation and Recovery Act or any state analogue.

If Contractor discovers any hazardous waste, hazardous substance, petroleum or other deleterious material, including any non-containerized commodity or material, on or adjacent to railroad right-of-way, in or near any surface water, swamp, wetlands or waterways adjacent to the railroad right-of-way, while performing any work on this Project, the Contractor must immediately: (a) notify CITY or SBCTA's Resident Engineer, (b) notify SCRRA's Project Representative, of such discovery; (c) take safeguards necessary to protect its employees, sub-contractors, agents and third parties; and (d) exercise due care with respect to the release, including the taking of any appropriate measure to minimize the impact of such release.

6.0 INSPECTION AND OBSERVATION

6.1 Site Inspections by Railroad Project Representative

In addition to the office reviews of construction submittals, site observations will be performed by SBCTA or CITY, SCRRA, or a Consultant to SCRRA at significant points during construction as determined by SCRRA. Site visits to check the progress of work may be performed at any time throughout the construction process as deemed necessary by the SCRRA.

6.2 Site Inspections and Testing by Regulatory Authorities and SCRRA

Federal or State representatives may also conduct inspections and tests to ensure compliance with 49 CFR 214 – Railroad Workplace Safety regulations. A person or persons found to be not in compliance with the appropriate regulations may receive personal monetary fines by the regulatory authorities, or may be barred from the railroad Right-of-Way, or both. SCRRA maintains an Efficiency Testing program to verify compliance with Federal and State regulations. SCRRA representatives may make inspections and conduct tests to judge the effectiveness of the safety training, and compliance with SCRRA requirements. The Contractor shall cooperate with SCRRA and Federal or State representatives at all times.

7.0 CLEANING AND RESTORATION

7.1 Cleaning Of Right-Of-Way

The Contractor shall, upon completion of the work to be performed within the railroad right-of-way and/or properties of the SCRRA and adjacent to its tracks, wire lines and other facilities, promptly remove from the railroad right-of-way all Contractor's tools, implements and other materials whether brought upon the railroad right-of-way by the Contractor or any sub-contractors employee or agent of Contractor or of any sub-contractor, and leave the railroad right-of-way in a clean and presentable equal or better than existed at the start of the Project work.

EXHIBIT E-3

To Construction and Maintenance Agreement
for
Euclid Avenue Pedestrian Safety Improvement
Project
Cover Sheet for
SCRRA Form 6
Temporary Right-of-Entry Agreement and
SCRRA Insurance Requirements


METROLINK®
TEMPORARY RIGHT-OF-ENTRY AGREEMENT
SCRRA FORM NO. 6

SCRRA File No.	
SCRRA Project/Task No.	
Subdivision	
Mile Post	

This Temporary Right-of-Entry Agreement ("Agreement") is between the Southern California Regional Rail Authority (hereinafter referred to as "SCRRA") and _____ (hereinafter referred to as "Contractor"). This Agreement is for entry upon, over and under SCRRA and Member Agency Right-of-Way ("Right-of-Way") at or near _____ in the City of _____ or in the Unincorporated County of _____ (as such location is more specifically identified above) for the purpose of _____ (as shown on attached drawings).

1. Definitions

- A. Contractor is an individual, firm, partnership or corporation or combination thereof, private, municipal or public, including joint ventures, which are referred to throughout this document by singular number and masculine gender. For purposes of this agreement, Contractor also includes any subcontractor, supplier, agent or other individual entering the Right-of-Way during performance of work.
- B. Indemnitees are SCRRA, Member Agencies and Operating Railroad and their respective officers, commissioners, employees, agents, successors and assigns.
- C. Operating Railroad is/are any specific passenger or freight-related railroad company(s) validly operating on SCRRA and Member Agency track(s). Operating Railroads are any combination(s) of the SCRRA (METROLINK), the National Railroad Passenger Corporation (AMTRAK), the Union Pacific Railroad Company (UPRR) and the BNSF Railway Company.
- D. Right-of-Way is defined herein to mean the real and/or personal property of SCRRA and/or Member Agencies.
- E. SCRRA is a five-county joint powers authority, created pursuant to State of California Public Utilities Code Section 130255 and California Government Code Section 6500 et seq., to build and operate the "Metrolink" commuter train system in the five-county area on rail rights-of-ways owned by the Member Agencies. The five-county Member Agencies ("Member Agency") are comprised of the following: Los Angeles County Metropolitan Transportation Authority (MTA), Ventura County Transportation Commission (VCTC), Orange County Transportation Authority (OCTA), San Bernardino County Transportation Authority (SBCTA), and Riverside County Transportation Commission (RCTC).
- F. SCRRA Roadway Worker In-Charge (RWIC) is a Southern California Regional Rail Authority employee or contractor (SCRRA General Code of Operating Rules and Territory Qualified) providing warning to Public Agency or Contractor personnel of approaching trains or on track


METROLINK®

equipment and who has the authority to halt work and to remove personnel from the Right-of-Way to assure safe work

- G. SCRRA Safety Trainer is a qualified SCRRA employee or contracted employee (SCRRA General Code of Operating Rules qualified) as authorized by the SCRRA Chief Operating Officer to provide Contractor training.

2. **References**

When working on the Right-of-Way, the Contractor must comply with the rules and regulations contained in the current editions of the following documents which are "references" incorporated in this document as if they were set out in full in this paragraph. The Contractor, by its signature on this Agreement, acknowledges receipt of these documents and agrees to abide by said rules and regulations at all times when on the Right-of-Way. The documents are available on SCRRA's website at www.metrolinktrains.com (About, Engineering and Construction)

- A. Rules and Requirements for Construction on SCRRA Property, SCRRA Form No. 37.
- B. General Safety Regulations for Third Party Construction and Utility Workers on SCRRA Property.
- C. SCRRA SOP 2000.52 Roadway Worker Protection Program (RWPP)
- D. (RWPSM) Roadway Worker Protection Safety Manual
- E. (OTSMRW) On-Track Safety Manual for Roadway Workers
- F. SCRRA Risk Analysis Form SS 01-24-2020

3. **Entry onto Right-of-Way**

As part of the Form 6 application and throughout the approved duration of this Agreement, the contractor must submit for approval and maintain a Site Access Control Plan, making revisions as necessary when work locations change, defining:

- A. Approved and controlled access points onto the railroad Right-of-Way for purposes of construction activities and the approved access routes within the right of way
- B. The control methods in place at these access points to ensure material and equipment deliveries are recorded upon entry and exit and vehicles are safely managed through site to work locations
- C. Any temporary construction crossings as agreed in advance with SCRRA and in compliance with SCRRA Standard ES 4302

The contractor shall additionally submit and maintain a hierarchy table for the senior supervision and key staff on site who are responsible for the control of site safety and operations, stating names, positions and emergency contact phone numbers

No verbal approvals will be granted. The Contractor shall not enter onto the Right-of-Way unless Contractor has arranged for SCRRA safety training as well as protective services (RWIC and/or other protective services to be determined by SCRRA) and has paid all charges and fees. A fully executed copy of this Form 6 must be in the possession of the contractor at the job site and must be produced by Contractor upon request by SCRRA, a law enforcement officer or Member Agency's representative. If said Agreement is not produced, SCRRA has the right to suspend work in the Right-of-Way until Contractor demonstrates possession of Agreement at the job site.



METROLINK®

In accordance with all SCRRA Rules and Regulations for work upon the Right-of-Way, prior to any work shift commencing, all contractor's and sub-contractors' representatives shall first undertake:

- A. A safety and work briefing with their supervisor to address the tasks and appropriate safety precautions for the work that they will be performing
- B. A railroad operational safety briefing with the RWIC appointed to oversee their workgroup at which they will complete a SCRRA Job Safety Briefing Form, SCRRA Risk Analysis Form SS 01-24-2020 and sign-in upon the RWIC's briefing from to acknowledge that they have received and understood the railroad safety briefing, they are aware of their method of protection from railroad operations and that they will comply with the RWIC's instructions.

At any time that a worker leaves the work group with which they have been briefed, to join another work group or to leave site, they must sign-out with the RWIC. At any time that a worker returns to site or joins another work group they must brief with the RWIC overseeing the new work group prior to commencing work, or re-brief with the RWIC overseeing their original work group if rejoining that group.

NOTE: IT IS IMPERATIVE THAT ALL CONTRACTOR'S AND SUBCONTRACTORS' MANAGEMENT REPRESENTATIVES UPHOLD THE REQUIREMENTS FOR THE JOB BRIEFINGS AND RISK ASSESSMENT ENSURING THAT ALL WORKERS COMPLY. FAILURE TO DO SO WILL RESULT IN REFUSAL TO ACCESS TO THE RIGHT-OF-WAY FOR THAT WORKER AND POTENTIALLY REMOVAL OF RWP CERTIFICATION ALLOWING WORK UPON THE SCRRA IOPERATED RAILROAD.

BY SIGNATURE ON PAGE 10 OF THIS AGREEMENT, THE PRIME CONTRACTOR'S CONTRACT/CONSTRUCTION MANAGER OR EQUIVALENT CONFIRMS THEIR UNDERSTANDING OF THIS REQUIREMENT AND THEIR COMMITMENT TO ENSURING COMPLIANCE FOR THEIR ENTIRE WORKFORCE (CONTRACTORS AND SUB-CONTRACTORS' REPRESENTATIVES).

4. **Termination of Agreement**

SCRRA or Member Agency reserves the right to terminate or revoke this temporary Agreement at any time upon two hours notice; however, in the event of an unsafe condition on the Right-of-Way, SCRRA shall have the right to terminate this Agreement immediately, without any advanced notice. Unless subsequently modified, extended, terminated or revoked by SCRRA, this temporary Agreement shall extend until access to the Right-of-Way is no longer necessary. In any event, however, the Agreement shall be automatically terminated if or when the insurance that the Contractor is required to maintain hereunder lapses or expires. The Contractor agrees to return the Right-of-Way to a condition substantially the same as before work, including replacement, repair, or reinstallation of railroad signs and property. Railroad signs include but are not limited to "No Trespassing", "Speed Limit", "Milepost", "Whistle", "Station Stop" and "Fiber Optics". The Contractor agrees to notify SCRRA, in writing and orally, when use of the Right-of-Way or work is completed. The Contractor shall also complete and return the Confirmation of Completion form. Under no circumstances shall the temporary right of entry provided for under this Agreement be construed as granting to the Contractor or its Subcontractors and agents any right, title or interest of any kind or character in, on or about any Right-of-Way

At the request of SCRRA or Member Agency, Contractor shall remove from the Right-of-Way any employee or other individual who has not completed safety training or otherwise fails to conform to the instructions of SCRRA's or Member Agency's representative in connection with work on the Right-of-Way. Any right of Contractor to enter upon the Right-of-Way shall be suspended until such request of SCRRA or Member Agency is met. Contractor shall defend, indemnify and hold harmless SCRRA and Member Agency against any claim arising from the removal of any such employee or other individual from the Right-of-Way.


METROLINK®

5. Indemnification

Contractor, on behalf of itself and its employees, subcontractors, agents, successors and assigns, agrees to indemnify, defend, by counsel satisfactory to SCRRRA and Member Agency, and hold harmless "Indemnitees", and each of them to the maximum extent allowed by law, from and against all loss, liability, claims, demands, suits, liens, claims of lien, damages (including incidental consequential damages), costs and expenses (including, without limitation, any fines, penalties, judgments, actual litigation expenses and experts' and actual attorneys' fees), that are incurred by or asserted against Indemnitees arising out of or connected in any manner with (i) the acts or omissions of the Contractor or its officers, directors, affiliates, subcontractors or agents or anyone directly or indirectly employed by them or for whose acts the foregoing persons are liable (collectively, "Personnel") in connection with or arising from the presence upon or performance of activities by the Contractor or its Personnel with respect to the Right-of-Way, (ii) bodily and/or personal injury or death of any person (including without limitation employees of Indemnitees) or damage to or loss of use of Right-of-Way resulting from such acts or omissions of the Contractor or its Personnel or (iii) non-performance or breach by Contractor or its Personnel of any term or condition of this Agreement, in each case whether occurring during the term of this Agreement or thereafter.

The foregoing indemnity shall be effective regardless of any negligence (whether active, passive, derivative, joint, concurrent or comparative) on the part of Indemnitees, unless caused by the sole negligence or willful misconduct of Indemnitees and is in addition to any other rights or remedies, which Indemnitees may have under the law or under this Agreement.

Claims against the Indemnitees by the Contractor or its Personnel shall not limit the Contractor's indemnification obligations hereunder in any way, whether or not such claims against Indemnitees may result in any limitation of the amount or type of damages, compensation or benefits payable by or for the Contractor or its Personnel under workers' compensation acts, disability benefit acts or other employee benefit acts or insurance.

The provisions of this section shall survive the termination or expiration of this Agreement.

6. Assumption of Liability

To the maximum extent allowed by law, the Contractor releases Indemnitees from and assumes any and all risk of loss, damage or injury of any kind to any person or property, including without limitation, the Right-of-Way and any other property of or under the control or custody of, the Contractor or its personnel in connection with any acts undertaken under or in connection with this Agreement. The Contractor's assumption of risk shall include, without limitation, loss or damage caused by defects in any structure or improvements (including easement, lease or license agreements for other existing improvements and utilities) on the Right-of-Way, accident or fire or other casualty on the Right-of-Way or electrical discharge, noise or vibration resulting from SCRRRA, Member Agency and Operating Railroad transit operations on or near the Right-of-Way and any other persons or companies employed, retained or engaged by SCRRRA or Member Agency. The Contractor, on behalf of itself and its Personnel (as defined in Section 5, "Indemnification") as a material part of the consideration for this Agreement, hereby waives all claims and demands against the Indemnitees for any such loss, damage or injury of the Contractor and/or its Personnel. The Contractor waives the benefit of California Civil Code Section 1542, which provides as follows: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

The provisions of this Section shall survive the termination or expiration of this Agreement.


METROLINK®

7. Insurance

The Contractor, at its sole cost and expense, shall obtain and maintain in full force and effect during the term of this Agreement insurance as required by SCRRA or Member Agency in the amounts, coverage, and terms and conditions specified, and issued by insurance companies as described on Exhibit "A". SCRRA or Member Agency reserve the right, throughout the term of this Agreement, to review and change the amount and type of insurance coverage it requires in connection with this Agreement. Prior to entering the Right-of-Way or performing any work or maintenance on the Right-of-Way, the Contractor shall furnish SCRRA with insurance endorsements or certificates in the form of Exhibit "B", evidencing the existence, amounts and coverage of the insurance and signed by a person authorized by the insurer to bind coverage on its behalf. In most instances, SCRRA and Member Agency do not allow self-insurance; however, if the Contractor can demonstrate assets and retention funds meeting SCRRA and Member Agency self-insurance requirements, SCRRA and Member Agency may in SCRRA's sole and absolute discretion permit the Contractor to self-insure. The right to self-insure with respect to any coverage required hereunder may be granted or revoked at the sole and absolute discretion of SCRRA or any Member Agency. SCRRA or Member Agency shall not be liable for the payment of any premiums or assessments for insurance required to be maintained by the Contractor under this Agreement. Contractor affirms that all subcontractors covered by this Agreement are insured to the same limits required of the Contractor or included in Contractor's policy.

Prior to the expiration of any policy, the Contractor shall furnish SCRRA with certificates of renewal or "binders" thereof. Each certificate shall expressly state that such policies shall not be cancelable or otherwise subject to modification except after thirty (30) days prior written notice to SCRRA and Member Agency.

8. No Assignment

The Contractor shall not assign this Agreement or any right hereunder without SCRRA's and Member Agency's prior written consent.

9. Compliance by Contractor

The Contractor shall take all steps necessary to assure that its subcontractors comply with the terms and conditions of this Agreement and applicable laws and regulations. The Contractor shall assure that no lien is placed against the Right-of-Way arising from performance of work hereunder by Contractor or any subcontractor, and in the event of such a lien, Contractor shall immediately remove or cause to be removed such lien.

10. Safety and Protective/Flagging Services Notification

The Contractor and his subcontractors shall be required to attend a SCRRA Basic Right-of-Way Safety Training Class prior to receiving permission to enter the Right-of-Way. Upon completion of safety training and prior to start of work activities, the Contractor shall notify SCRRA's consultant/contractor, to schedule (EIC) Flagging Services. SCRRA has two contractors who provided SCRRA Basic Right-of-way Safety Training and (EIC) Flagging Services, based on Subdivisions.

JACOBS ENGINEERING Provides Safety Training and (EIC) Flagging for the following Subdivisions:

Orange

Olive

San Gabriel (this includes the Redlands branch)

Perris Valley Line (including the Riverside layover if necessary)

Pasadena

Rialto

Shortway



METROLINK®

To schedule Safety Training call Mr. Trevor Williams with Jacobs Engineering at (714) 659-1141. Request safety training at least 72 hours in advance of requested training date. To schedule (EIC) Flagging please reach out to Mr. Justin Duke with Jacobs Engineering at (714) 559-0968 a minimum of fifteen (15) working days prior to beginning work on the Right-of-Way and secure any safety EIC services SCRRA deems necessary. This prior notification does not guarantee the availability of on-track safety protection for the proposed date of work. In no event shall SCRRA be liable to Contractor in the event that track safety protection cannot be provided due to force majeure event or for any other reason. SCRRA will advise Contractor as soon as reasonably practicable once it is determined that track safety protection will be unavailable on a proposed date of construction.

RAILPROS Provides Safety Training and (EIC) Flagging for the following Subdivisions:

**Montalvo
Ventura
Valley
River**

To schedule Safety Training call Mr. Chris Nunez with Railpros Engineering at (909) 816-0852. Request safety training at least 72 hours in advance of requested training date. To schedule (EIC) Flagging please reach out to Mr. Darrin Pock with Railpros Engineering at (909) 706-5280 a minimum of fifteen (15) working days prior to beginning work on the Right-of-Way and secure any safety EIC services SCRRA deems necessary. This prior notification does not guarantee the availability of on-track safety protection for the proposed date of work. In no event shall SCRRA be liable to Contractor in the event that track safety protection cannot be provided due to force majeure event or for any other reason. SCRRA will advise Contractor as soon as reasonably practicable once it is determined that track safety protection will be unavailable on a proposed date of construction.

11. SCRRA Safety and Protective Services

The Contractor must request and arrange for on-track safety protection satisfactory to SCRRA in the following circumstances:

- A. When the Contractor's work activities are within the right-of-way of SCRRA.
- B. When the Contractor's work activities are located over or under a track or tracks.
- C. When cranes, pile drivers, drill rigs, concrete pumps, or similar equipment positioned outside of the right-of-way could foul the track in the event of tip-over or other catastrophic occurrence.
- D. When in the opinion of the SCRRA it is necessary to safeguard the employees, trains, engines and facilities of SCRRA.
- E. When any excavation is performed below the elevation of the track sub-grade, or track or other railroad facilities may be subject to movement or settlement.
- F. When work in any way interferes with the safe operation of trains at timetable speeds.
- G. When any hazard is presented to railway track, communications, signal, electrical, or other facilities either due to persons, material, equipment or blasting in the vicinity.
- H. When clearing, grubbing, grading, or blasting is in proximity to the right-of-way which, in the opinion of SCRRA or representative of an SCRRA Member Agency, may endanger the right-of-way or operations.
- I. When street work and maintenance activities, located within the right-of-way or in the vicinity of the highway-rail grade crossing, requiring temporary work area traffic control, which may affect or create unsafe conditions for employees, public, trains and vehicles.



METROLINK®

The Contractor, and his subcontractors, shall complete SCRRA's Safety Orientation Class, as instructed in Item 10. Upon completion individuals will receive a safety sticker which shall be adhered to their hardhat while working on railroad Right-of-Way as proof of completion of safety training.

12. Underground Utilities

Signal, communication, fiber-optic, petroleum, natural gas, electric power and other utilities are present in SCRRA right-of-way. The Contractor shall contact the Southern California Underground Service Alert (DigAlert) at 811 to locate underground utilities. SCRRA is not a member of DigAlert. The Contractor shall call SCRRA at (909) 592-1346 a minimum of five days prior to beginning work to mark SCRRA's signal and communication cables and conduits.

Delays and disruptions to service may cause business interruptions involving loss of revenue and profits, danger to train operations, and release of potentially hazardous or flammable compounds.

13. Reimbursement of Costs and Expenditures

The Contractor agrees to reimburse SCRRA or any Member Agency and/or any Operating Railroad for all cost and expense incurred by SCRRA or Member Agency in connection with work and safety services, including without limitation the expense of engineering plan review, administrative costs to process approvals and agreements, annual overhead rates, safety training, utility markings, and SCRRA EIC and protective services as SCRRA deems necessary. Contractor agrees to reimburse SCRRA for all work related services including but not limited to installation and removal of falsework beneath tracks, restoration of railroad roadbed and tracks, installation of appropriate protective devices, temporary and permanent repairs of signal or communication equipment, restoration of the Right-of-Way to a condition satisfactory to SCRRA's and Member Agency's representative.

The Contractor agrees to reimburse SCRRA or any Member Agency actual cost and expense incurred. This includes cost of plan review, administrative, safety training, utility marking, flagging services fees, and work performed in connection with said work, including applicable overhead rates. Refer to SCRRA's Schedule of Fees for more information. SCRRA will charge the Contractor four hours minimum for the mandatory safety training class and for other services four hours or less in duration. SCRRA will charge the Contractor for eight hours minimum if the Contractor cancels SCRRA services after SCRRA EIC or SCRRA Safety Training Officer is on site on the day of the appointment.

The Contractor also agrees to reimburse SCRRA, any Member Agency and/or any Operating Railroad for any and all cost and expense incurred as a result of Contractor's work which may result in (i) unscheduled delay to the trains or interference in any manner with the operation of trains, (ii) unscheduled disruption to normal train operation, (iii) unreasonable inconvenience to the public or private user of the system, (iv) loss of revenue and (v) alternative method of transportation for passengers. SCRRA will submit final bills to the Contractor for cost incurred.

SCRRA will provide the cost of all SCRRA services based on Contractor's input. Prior to commencement of work, the Contractor shall provide deposit representing the estimated expense to be incurred by SCRRA and Member Agency in connection with said work. As the work progresses, SCRRA may require additional progress payments as the scope of work changes or becomes clearer. SCRRA may discontinue services to Contractor pending receipt of progress payments. The deposit and progress payments shall be applied to SCRRA's and Member Agency's actual costs and expenditures. The Contractor shall be responsible to pay any amount exceeding the above payments upon receipt of notice or invoice by SCRRA. SCRRA shall exercise its best efforts to provide final invoicing to Contractor within 90 days following completion of the work; however, Contractor acknowledges that it shall be responsible for payment of all expenses incurred by SCRRA and Member Agency in connection with the work even if the final invoicing is provided to Contractor thereafter. Upon completion of all work, any payments in excess of SCRRA's and Member Agency's costs and expenditures shall be returned to the Contractor within a reasonable time.



METROLINK®

If the Contractor stop the work in the right-of-way for three months or longer and then plans to resume the work, he/she shall notify SCRRA as per contact information shown in Section 18 prior to resumption of the work.

14. **Temporary Traffic Control**

Temporary traffic control shall be used when a maintenance or construction activity is located on the Right-of-Way or when the activity is located in the vicinity of a highway-rail grade crossing, which could result in queuing of vehicles across the railroad tracks. Temporary traffic control will comply with the current editions of the CA MUTCD, WATCH and SCRRA Engineering Standard ES4301. Refer to SCRRA's "Temporary Traffic Control Guidelines" for further information on definitions, referenced standards, traffic control plans, submittals, traffic control elements and responsibility/authority for temporary traffic control at highway-rail grade crossings. The guidelines provide acceptable alternatives and procedures, which prescribe appropriate temporary traffic control measures at highway-rail grade crossings. The Contractor must place flagmen in the direction of the flow of traffic for each lane to assure that there is no queuing of traffic over the crossing. If after moving your work area away from the railroad right of way and queuing of traffic persists, flagmen must be reinstated at the crossing to control vehicular traffic over the crossing.

15. **Environmental Health and Safety Plan**

Contractor shall immediately notify SCRRA and the appropriate regulatory agency (ies) of any spill, release, discharge or discovery of any hazardous material or contaminants in, on or under the Right-of-Way. After providing such notice to SCRRA and the appropriate regulatory agency (ies), any contaminated soils or hazardous materials which are spilled, released, discharged or discovered by the Contractor, shall be promptly removed and disposed of by Contractor in accordance with all the applicable laws at Contractor's sole cost and expense. To the extent preexisting contamination or hazardous material, which was not caused or contributed to by Contractor, is discovered or unearthed by Contractor, Contractor shall only be obligated by this provision to removing and disposing of that portion of the contaminated soils or hazardous materials that are unearthed or otherwise disturbed during Contractor's operations. Prior to entry onto the Right-of-Way, Contractor (s) performing trenching, excavations or soil borings may be required by SCRRA to submit a "Hazardous Materials Work Plan." If required, said plan shall include Contractor's site-specific health and safety plan and any other information that SCRRA may require. Contractor shall ensure that all documentation for transportation or disposal of contaminated soils of hazardous materials is prepared in the Contractor's name only and that neither SCRRA nor Member Agency shall have any responsibility or liability therefor. Contractor shall defend and indemnify SCRRA for any spill, release or discharge of contaminants or hazardous materials by Contractor in connection with activities hereunder in accordance with Section 5 Indemnification.

16. **Warranty for Plan Review**

Review and or approval of the plans and calculations by SCRRA shall not relieve the Contractor of responsibility for full compliance with contract requirements, correctness of design drawings and details, proper fabrication and construction techniques and coordination with other government and private permitting agencies, nor shall such review or approval by SCRRA in any way relieve Contractor from, or otherwise modify, Contractors' indemnity obligations (Section 5) or assumption of liability obligations (Section 6). Execution of this right of entry does not imply design warranty or responsible charge on the part of SCRRA engineering employees. The parties expressly agree that SCRRA makes no warranty of any kind and assumes no responsibility therefor.


METROLINK®

17. **Emergency Telephone Numbers**

The Contractor must immediately contact SCRRA in case of accidents, personal injury, defect in track, bridge or signals or any unusual condition that may affect the safe operation of the railroads. The following are SCRRA's emergency numbers:

Signal Emergencies and Grade Crossing Problems	(888) 446-9721
Metrolink Chief Dispatcher	(909) 596-3584 or (888) 446-9715
Metrolink Sheriff's Dispatch Center	(323) 563-5280
Signal and Communications Cable Location	(909) 592-1346

18. **Notices**

Except as otherwise provided in this agreement, all notices, statements, demands, approvals or other communications to be given under or pursuant to this agreement will be in writing, addressed to the parties at their respective addresses as provided below and will be delivered in person or by certified or registered mail, postage paid or by telegraph or cable, charges pre-paid.

SCRRA: Southern California Regional Rail Authority (SCRRA)
 2558 Supply Street
 Pomona, CA 91767
 Attn: Mr. Christos Sourmelis - ROW Crossings Coordinator
 E-mail: sourmelisc@scrra.net
 Office Number: (909) 392-8463

Contractor: Contractor's address is shown on the next page.

19. **California Law/Venue**

This agreement shall be construed and interpreted in accordance with and governed by the laws of the State of California. Venue shall be located in courts in Los Angeles County.


METROLINK®

The Contractor hereby agrees to the terms as set forth in this Agreement and hereby acknowledges receipt of this Agreement and of the insurance certificate forms (Exhibits A & B) herein provided.

(Name of Contractor)

(Signature – Construction/Contract Manager or equivalent))

(Address)

(Print Name)

(Title)

(Telephone)

(Contractor's State License No.)

(Fax)

(Email)

Receipt of the foregoing agreement and certificated of insurance furnished by the Contractor are hereby acknowledged on this _day of _____20 ____.

SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY

By: _____
 ROW Crossings Coordinator

By: _____
 Assistant Director, Construction

[Approved as To Form by Legal Counsel]


METROLINK®

EXHIBIT "A"
INSURANCE REQUIREMENTS FOR RIGHT OF ENTRY AGREEMENTS

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to Right-of-Way, which may arise from or in connection with the performance of the work by the Contractor, his agents, representatives, employees or subcontractors.

1. Minimum Scope of Insurance

Coverage shall be at least as broad as:

- ☒ Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
- ☒ Insurance Services Office form No. CA 0001 (Ed. 1/87) covering Auto. Liability, code 1(any auto).
- ☒ Worker's Compensation insurance as required by the State of CA. & Employer's Liability Insurance.
- ☐ Course of Construction insurance form providing coverage for "all risks" of loss.
- ☐ Property insurance against all risks of loss to any tenant improvements or betterment.
- ☐ Contractor's Pollution Liability

2. Minimum Limits of Insurance

Contractor shall maintain limits no less than:

- ☒ General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and Property damage.
- ☒ If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- ☒ Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
- ☒ Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
- ☐ Course of Construction: Completed value of the project.
- ☐ Property Insurance: Full replacement cost with no coinsurance penalty provision.
- ☐ Contractor's Pollution Liability: \$1,000,000 per occurrence/\$2,000,000 annual aggregate

3. Certificate Holder/Additional Insured

Certificate holder and/or insured will be the following:

Southern California Regional Rail Authority (SCRRA)

Additionally Insured will be the following:

Los Angeles County Metropolitan Trans. Auth. (MTA)
 Burlington Northern Santa Fe Corp. (BNSF)
 Orange County Transportation Authority (OCTA)
 Union Pacific Railroad Company (UPRR)
 Riverside County Transportation Commission (RCTC)
 National Railroad Passenger Corp. (AMTRAK)
 San Bernardino County Transportation Authority (SBCTA)
 Ventura County Transportation Commission (VCTC)

4. Railroad Protective Liability Insurance

- ☒ Railroad Protective Liability Insurance

The Contractor shall provide, with respect to the operations they or any of their subcontractors perform on the Right-of-Way, Railroad Protective Liability Insurance, AAR-AASHTO (ISO/RIMA) in the name of the SCRRA with additional insured specified in Section 3 above.

The policy shall have limits of liability of not less than **\$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



METROLINK®

damage to or destruction of Property, including the loss of use thereof. A **\$6 million annual aggregate** shall apply.

If coverage is provided on the London claims-made form, the following provisions shall apply:

- A. The limits of liability shall be not less than \$3 million per occurrence, combined single limit. A \$9 million aggregate may apply.
- B. 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.
- C. 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.

For certain low-hazard activity, Contractor may request that the SCRRA and Member Agency waive the requirement to provide the Railroad Protective Liability Insurance. If the exposure to the track is physically separated by a building, floor or a continuous fence (no thoroughfares) and the employees of the Contractor are explicitly notified that they are not permitted to have any contact with the track, the Railroad Protective Liability Insurance requirement may be waived by SCRRA's Manager Public Projects or his/her designated representative.

5. **Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to and approved by SCRRA and Member Agency. At the option of SCRRA, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects SCRRA and Member Agency, its officials and employees or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

6. **Other Insurance Provisions**

The General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions:

- A. SCRRA and Member Agency, its subsidiaries, officials and employees are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; premises owned, occupied or used by the Contractor, or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to SCRRA and Member Agency, its subsidiaries, officials and employees.
- B. For any claims related to this work, the Contractor's insurance coverage shall be primary insurance as respects SCRRA and Member Agency, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by SCRRA and Member Agency, its subsidiaries, officials and employees shall be excess of the Contractor's insurance and shall not contribute with it.
- C. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to SCRRA and Member Agency, its subsidiaries, officials and employees.
- D. The Contractor insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- E. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to SCRRA



METROLINK®

and/or Member Agency.

Course of Construction policies shall contain the following provisions:

- A. SCRRRA and Member Agency shall be named as loss payee.
- B. The insurer shall waive all rights subrogation against SCRRRA and Member Agency.

7. **Acceptability of Insurers**

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise approved by SCRRRA and Member Agency.

8. **Verification of Coverage**

Contractor shall furnish SCRRRA with original endorsements evidencing coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms provided by SCRRRA. All endorsements are to be received and approved by SCRRRA before work commences. As an alternative to SCRRRA's forms, the Contractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements evidencing the coverage required by these specifications.

9. **Subcontractors**

Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

10. **Train Services**

The train traffic information is available on SCRRRA's website at www.metrolinktrains.com (About Us, Engineering and Construction). The following is the direct link to the file.
<http://www.metrolinktrains.com/pdfs/EngineeringConstruction/TrainTrafficDensityExhibitforSCRRASystem.pdf>

11. **Submittal**

The original insurance policy (s) shall be submitted to:

Southern California Regional Rail Authority (SCRRRA)
 2558 Supply Street
 Pomona, CA 91767
 Attn: Mr. Christos Sourmelis - ROW Crossings Coordinator
 E-mail: sourmelisc@scrra.net
 Office Number: (909) 392-8463


METROLINK®

EXHIBIT "B"
RAILROAD PROTECTIVE LIABILITY POLICY
DECLARATION

POLICY

Insurance Company: _____

Policy Number: _____

Policy Period: _____

From: _____

To: _____

12:01am Standard time at location

CERTIFICATE HOLDER AND ADDITIONALLY INSURED
Certificate Holder/Insured:

Southern California Regional Rail Authority (SCRRA)

2558 Supply Street, Pomona, CA 91767

Additionally Insured:

Los Angeles County Metropolitan Transportation Authority (MTA)

Orange County Transportation Authority (OCTA)

Riverside County Transportation Commission (RCTC)

San Bernardino County Transportation Authority (SBCTA)

Ventura County Transportation Commission (VCTC)

Burlington Northern Santa Fe Corporation (BNSF)

Union Pacific Railroad Company (UPRR)

National Railroad Passenger Corp. (AMTRAK)

LIMITS OF INSURANCE

Aggregate Limit \$6,000,000

Each Occurrence Limit

\$2,000,000

DESCRIPTION OF WORK AND JOB LOCATION(S)
NAME AND ADDRESS OF DESIGNATED CONTRACTOR
NAME AND ADDRESS OF INVOLVED GOVERNMENT AUTHORITY OR OTHER CONTRACTING PARTY
PREMIUM

Contract Cost _____

Premium Base _____

Rate per 1,000 of _____

Advance Premium _____

FORM OF ENDORSEMENT
TitleNumber
COUNTERSIGNATURE

Countersigned by _____

(Authorized Representative)

Date _____


METROLINK®
EXHIBIT "B"

CERTIFICATE OF INSURANCE Southern California Regional Rail Authority (SCRRA)				ISSUE DATE (MM/DD/YY)		
PRODUCER		THIS CERTIFICATE OF INSURANCE IS NOT AN INSURANCE POLICY AND DOES NOT AMEND, EXTEND OR ALTER THIS COVERAGE AFFORDED BY THE POLICY BELOW. COMPANIES AFFORDING COVERAGE COMPANY LETTER A COMPANY LETTER B COMPANY LETTER C COMPANY LETTER D COMPANY LETTER E				
INSURED						
COVERAGES THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENTS, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR. <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT. <input type="checkbox"/> OTHER _____				GENERAL AGGREGATE PRODUCTS-COMP/OP AGG. PERSONAL & ADV. INJURY EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED. EXPENSE (Any one person)	\$ \$ \$ \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTO <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> GARAGE LIABILITY				COMBINED SINGLE LIMIT BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE	\$ \$ \$ \$
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE AGGREGATE	\$ \$
	PROPERTY INSURANCE <input type="checkbox"/> COURSE OF CONSTRUCTION				AMOUNT OF INSURANCE	\$
	WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY				STATUARY LIMITS EACH ACCIDENT DISEASE-POLICY LIMIT DISEASE-EACH EMPLOYEE	\$ \$ \$ \$
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS						
THE FOLLOWING PROVISIONS APPLY: 1. None of the above-described policies will be canceled, limited in scope of coverage or nonrenewed until after 30 days' written notice has been given to SCRRA at the address indicated below. 2. As respects operations of the named insured performed on behalf of SCRRA, the following are added as additional insured on all liability insurance policies listed above: SCRRA, its Member Agencies, Operating Railroads, its subsidiaries, officials and employees. 3. It is agreed that any insurance of self-insurance maintained by SCRRA will apply in excess of and not contribute with, the insurance described above. 4. SCRRA is named a loss payee on the property insurance policies described above, if any. 5. All rights of subrogation under the property insurance policy listed above have been waived against SCRRA. 6. Any failure by the insured to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to SCRRA, its Member Agencies, its subsidiaries, officials and employees. 7. The worker's compensation insurer named above, if any, agrees to waive all rights of subrogation against SCRRA for injuries to employees of the insured resulting from work for SCRRA or use of Member Agencies premises or facilities.						
CERTIFICATE HOLDER Southern California Regional Rail Authority (SCRRA) 2558 Supply Street, Pomona, CA 91767 ADDITIONAL INSURED MTA, OCTA, RCTC, SBCTA, VCTC, BNSF, UPRR, AMTRAK				AUTHORIZED REPRESENTATIVE SIGNATURE _____ TITLE _____ PHONE NO. _____		

EXHIBIT F

To Construction and Maintenance Agreement
for
Euclid Avenue Pedestrian Safety Improvement
Project
Cover Sheet for
Funding Summary

EXHIBIT F
Euclid Avenue Pedestrian Safety Improvement Project
Funding Summary

Agency	Fund	Expiration	Amount
SBCTA	Active Transportation Program (ATP)		\$671,870.40
Grand Total			\$671,870.40

Attachment: EXHIBIT F (8455 : C&M Agreement for Euclid Avenue Pedestrian Gates in City of Upland)

Minute Action

AGENDA ITEM: 4

Date: September 15, 2022

Subject:

Interstate 15 Corridor Freight and Express Lanes Project - Contract 1 Toll Service Provider Contract Option

Recommendation:

That the following be reviewed and recommended for final approval by the Board of Directors, acting as the San Bernardino County Transportation Authority (SBCTA), at a regularly scheduled Board meeting:

A. Approve an Option Toll Services Project Supplement to Contract No. 17-1001617 with TransCore, LP to exercise its option for the Interstate 15 (I-15) Corridor Freight and Express Lanes Project - Contract 1 in the amount of \$10,115,481.10 increasing the contract not-to-exceed value to \$37,955,107.99 and waive the five (5) year maximum contract term as stipulated in SBCTA Procurement and Special Risk Assessment Policy No. 11000.

B. Authorize the Executive Director, or his designee, to execute the Option Toll Services Project Supplement to Contract No. 17-1001617 with TransCore, LP upon approval as to form by SBCTA General Counsel.

C. Approve contingency in a not-to-exceed amount of \$1,011,500.00 over the term of the Option Toll Services Project Supplement for the I-15 Corridor Freight and Express Lanes Project - Contract 1 for a new not-to-exceed contract contingency amount of \$2,866,500.00; and authorize the Executive Director, or his designee, to release contingency as necessary for the I-15 Corridor Freight and Express Lanes Project - Contract 1.

Background:

In June 2018, the San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board) awarded Interstate 10 (I-10) Corridor Contract 1 Project Toll Service Provider (TSP) Contract No. 17-1001617 to TransCore, LP (TransCore). TransCore is currently developing and testing the roadside collection system and suite of applications necessary to ensure toll collection on the I-10 Corridor Contract 1 Project is seamless upon commencement of revenue service.

To facilitate efficiencies within the toll program, the TransCore contract terms included options for future toll systems on SBCTA express lanes facilities or expansions. While SBCTA has the option to procure a new TSP contract for the I-15 Express Lanes, exercising the Option Toll Services Project Supplement for the I-15 Corridor Freight and Express Lanes Project – Contract 1 will provide consistency in technology protocol, equipment and standards throughout the San Bernardino County express lane system. In addition to retaining consistency, a single TSP contractor will provide cost savings and efficiency in management and operations of the express lane system.

During negotiation of the original TSP contract, TransCore submitted indicative pricing for the I-15 Express Lanes TSP option based on the I-15 Express Lanes scope of work at the time. The I-15 Express Lanes Project scope has since been updated to reflect initial development of I-15 Corridor Freight and Express Lanes Project – Contract 1. As the I-15 Corridor Freight and Express Lanes Project - Contract 1 is shorter in length than the original I-15 environmentally

Entity: San Bernardino County Transportation Authority

cleared project, SBCTA staff has coordinated with TransCore to provide an updated cost estimate consistent with the I-15 Corridor Freight and Express Lanes Project - Contract 1 scope of work. In addition to the revised project extents, the original project did not anticipate SBCTA operating the cross-county toll zone that spans both Riverside and San Bernardino counties.

Recent action by the Riverside County Transportation Commission (RCTC) at their July 13, 2022 meeting and direction by the SBCTA I-10 and I-15 Joint Sub-Committee at its August 11, 2022 meeting paves the way for SBCTA's TSP to manage and operate the cross-county toll zone. While a Cooperative Agreement with RCTC that delineates agency roles and responsibilities associated with design, implementation, operation and maintenance of the cross-county toll zone has not yet been considered by the Board, an agreement is currently under development for Board consideration later this year. To manage risk associated with initiating TransCore activities on the I-15 Corridor Freight and Express Lanes Project - Contract 1 in advance of Board approval of a Cooperative Agreement with RCTC, a limited Notice to Proceed (NTP 1) will be issued to TransCore in order to support the design of the I-15 Corridor Freight and Express Lanes Project - Contract 1. Participation by TransCore during the design phase is essential to ensure the project schedule required under a California Department of Transportation grant award from the Trade Corridor Enhancement Program for the project in the amount of \$118 million can be achieved.

The design and development cost of \$7,962,088 includes a total of four (4) toll zones, two (2) in each direction, including the cross-county toll zone, and five (5) Toll Rate Dynamic Message Signs (TRDMS). The TSP contract Option Toll Services Project Supplement includes turnkey operation and maintenance (Option Toll Services Project O&M Work) service for the I-15 system at an estimated cost of \$2,153,393 for five (5) years upon revenue commencement. This estimate includes a Consumer Price Index escalation for each year during the O&M period. A waiver of SBCTA Procurement and Special Risk Assessment Policy No. 11000 Section IV-B(4) is requested since the term of the contract exceeds a maximum term of five (5) years.

This item does not impact the Fiscal Year 2022/2023 Budget as construction is not anticipated to begin until Fiscal Year 2023/2024. Funding for I-15 Express Lanes Contract 1 O&M will be incorporated into future fiscal year budgets as appropriate.

Financial Impact:

This item has no financial impact on the Fiscal Year 2022/2023 Budget.

Reviewed By:

This item is not scheduled for review by any other policy committee or technical advisory committee. SBCTA General Counsel, Procurement Manager and Risk Manager have reviewed this item and the draft amendment.

Responsible Staff:

Timothy Byrne, Director of Toll Operations

This page intentionally left blank

General Contract Information

Contract No: 17-1001617 Amendment No.: 1Contract Class: Payable Department: Toll OperationsVendor No.: 03421 Vendor Name: Transcore LPDescription: I-15 Express Lanes/ I-10 Express Toll Service Provider Contract

List Any Related Contract Nos.: _____

Dollar Amount							
Original Contract		\$	27,839,626.89	Original Contingency		\$	1,855,000.00
Prior Amendments		\$	-	Prior Amendments		\$	-
Current Amendment		\$	10,115,481.10	Current Amendment		\$	1,011,500.00
Total/Revised Contract Value		\$	37,955,107.99	Total Contingency Value		\$	2,866,500.00
	Total Dollar Authority (Contract Value and Contingency)					\$	40,821,607.99

Contract Authorization

Board of Directors _____ Date: 10/5/2022 _____ Committee _____ Item # _____

Contract Management (Internal Purposes Only)

Capital Project Contracts _____ Sole Source? No _____ No Budget Adjustment _____

Federal/Local _____ Services _____

Accounts Payable

Estimated Start Date:		9/20/2022		Expiration Date:		6/30/2031		Revised Expiration Date:			
NHS:		N/A		QMP/QAP:		N/A		Prevailing Wage:		N/A	
								Total Contract Funding:		Total Contingency:	
Fund		Prog		Sub-Task		Object		Revenue		PA Level	
Revenue Code Name											
GL: 2010: 40: 0820: 0823: 52001: 42101020										650	
										STP	
										10,916,608.47	
GL: 4110: 40: 0820: 0823: 52001: 41100000										650	
										MSI	
										349,011.00	
GL: 2010: 40: 0820: 0823: 52001: 42101018										650	
										STP	
										7,865,254.21	
GL: 7550: 40: 0820: 0823: 52001: 44001000										650	
										8,708,753.20	
GL: _____											
										-	
										-	
GL: 4110: 40: 0820: 0831: 52001: 41100000										650	
										MSI	
										7,962,087.83	
GL: _____											
										Toll revenue	
										2,153,393.27	
GL: _____											
										-	
GL: _____											
										-	
GL: _____											
										-	

Philip Chu

Tim Byrne

Project Manager (Print Name)

Task Manager (Print Name)

Additional Notes: Amount dedicated to Option Toll Services Project Supplement for I-15 Contract 1 is \$10,115,481.10 with contingency of \$1,011,500.00 Balance is for I-10 Contract 1. \$7,962,087 capital and \$2,153,393 O&M 5 years

**AMENDMENT NO. 1 TO
CONTRACT NO. 17-1001617**

FOR

OPTION TOLL SERVICES PROJECT SUPPLEMENT

I-15 CORRIDOR FREIGHT AND EXPRESS LANES PROJECT - CONTRACT 1

Location: I-15 from Cantu-Galleano Ranch Road to Arrow Route

This Option Toll Services Project Supplement – I-15 Corridor Freight and Express Lanes Project - Contract 1 (“Supplement”), AMENDMENT No. 1 to Contract No. 17-1001617, is made between the San Bernardino County Transportation Agency, a public agency of the State of California (“SBCTA”), and TransCore, LP, a limited partnership formed under the laws of Delaware (“Toll Services Provider” or “TSP”), effective as of _____, 20____, as set forth on the signature page hereto, between SBCTA and TSP effective as of June 6th 2018 (as amended, the “Contract”) and the following recitals. Initially capitalized terms not otherwise defined herein shall be as set forth in the Contract:

A. Pursuant to Section 30.1 of the Contract, SBCTA has the right to designate an Option Toll Services Project for incorporation into the Work that TSP is required to perform pursuant to the Contract.

B. SBCTA has designated the Option Toll Services Project described in the Project description attached hereto as Annex A and Annex A-1 for incorporation into the Work to be performed by TSP pursuant to the Contract.

C. The parties desire to enter into this Supplement to set forth their agreement regarding those matters required to be set forth in an Option Toll Services Project Supplement pursuant to Section 30.2 of the Contract.

NOW, THEREFORE, in consideration of the sums to be paid TSP by SBCTA, the foregoing premises and the covenants and agreements set forth herein, the Parties hereby agree as follows:

1. Project Section Pricing

1.1 The Option Toll Services Project Total Capital Cost to be paid by SBCTA to TSP as full compensation for the Option Toll Services Project D&D Work and bonds and insurance shall be as set forth in Annex B-1.

1.2 The Option Toll Services Project O&M Cost to be paid by SBCTA as full compensation for the Option Toll Services Project O&M Work shall be as set forth in Annex B-2.

1.3 The Option Toll Services Project Payments will be based on the Option Toll Services Payment Milestones set forth in Annex B-3.

2. Option Toll System Section Completion Deadlines

The Option Toll Services Project Completion Deadlines are set forth in Annex C.

3. Liquidated Damages and Stipulated Damages

3.1 Lane Closure Charges for the Option Toll Services Project payable pursuant to Section 11.1 of the Contract shall be as set forth in Annex D.

3.2 Liquidated damages for the Option Toll Services Project for failure to utilize a Lane Closure or a late Lane Closure cancellation pursuant to Section 11.3 of the Contract shall be \$5,000 for each failure.

3.3. Delay Liquidated Damages for failures to achieve Completion Deadlines payable pursuant to Section 11.4 of the Contract shall be as follows:

3.3.1 \$5,000 per day for each day commencing 60 days from issuance of NTP1 for the Option Toll Services Project through the date that TSP submits to SBCTA as the TCS Infrastructure Baseline Requirements for the Option Toll Services Project meeting all requirements of the Contract;

3.3.2 \$22,000 for each day after the Option Toll Services Project Revenue Service Commencement Deadline through the date that TSP achieves Option Toll Services Project Revenue Service Commencement, not to exceed 180 days or earlier termination of this Contract; and ***\$21,200 for each day in lost toll revenue.***

3.3.3 \$5,000 for each day from and after the Option Toll Services Project TCS Acceptance Deadline through the date that TSP achieves Option Toll Services Project TCS Acceptance, but not to exceed 90 days or earlier termination of this Contract.

3.4 Performance Liquidated Damages for the Option Toll Services Project shall be as set forth in the Contract.

4. Project Section-Specific Modifications to Contract Documents

Annex E-1 sets forth any Option Toll Services Project-specific modifications to the Contract. These modifications shall apply only to the Option Toll Services Project identified in this Supplement and not for any other purpose under the Contract. Federal Prevailing Wage requirements applicable to the Option Toll Services Project Work shall be as set forth in Annex E-2.

5. Reference Documents

Annex F lists the information that SBCTA has provided to TSP in connection with the Option Toll Services Project, including Reference Documents.

6. SBCTA Supplied Project Approvals

Annex G lists of SBCTA-Provided Approvals supplied by SBCTA for the Option Toll Services Project. Responsibility for obtaining all other required Governmental Approvals shall be as set forth in the Contract.

7. Key Personnel

Annex H lists the Key Personnel applicable to the Option Toll Services Project.

8. DBE Requirements

The percentage goal for DBE participation for the Option Toll Services Project under this Supplement shall be 3%. TSP shall have submitted a DBE Performance Plan for approval by SBCTA and inclusion as Annex I to this Option Toll Services Project Supplement, together with a signed DBE Participation Affidavit in the form of Annex J to this Option Toll Services Project Supplement, and any other required documentation, in accordance with the DBE requirements set forth in Exhibit 14 to the Contract.

9. TSP's Representations, Warranties and Covenants

TSP hereby renews and makes with respect to the Option Toll Services Project all of the TSP's representations, warranties and covenants set forth in Section 2.1 of the Contract, effective as of the date hereof.

10. Performance Security

10.1 The NTP1 Performance Bond Amount for the Option Toll Services Project shall be \$5 million.

10.2 The NTP1 Payment Bond Amount for the Option Toll Services Project shall be \$5 million.

10.3 The NTP2 Performance Bond Amount for the Option Toll Services Project shall be \$7,962,087.83

10.4 The NTP2 Payment Bond Amount for the Option Toll Services Project shall be \$7,962,087.83

10.5 The Maintenance Performance Bond Amount for the Option Toll Services Project shall be \$2,153,393.27

10.6 The Maintenance Payment Bond Amount for the Option Toll Services Project shall be \$2,153,393.27

11. Limitation of Liability

11.1 The limitation of liability amount that will apply for the Option Toll Services Project until the Option Toll Services Project TCS Acceptance under Section 24.1.1(a) of the Contract shall be equal to 100% of the Total Capital Cost for the Option Toll Services Project.

11.2 The limitation of liability amount that will apply to the Contract during the O&M Term under Section 24.1.2(a), with the addition of the Option Toll Services Project, shall be equal to \$10 million. This amount shall be escalated annually on the anniversary of this Contract during the O&M Term by the Escalation Factor.

12. Terms of Agreement

This Supplement shall be incorporated into the Contract and constitutes a material part thereof as if originally set forth in the Contract. Except as expressly provided in this Supplement, all terms and conditions of the Contract shall apply to the Option Toll Services Work, and the Parties' rights and obligations with respect to the Option Toll Services Project shall be as provided in the Contract. The Contract remains in full force and effect except as expressly supplemented hereby.

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

IN WITNESS WHEREOF, this Supplement, Amendment No. 1 to Contract 1001617, has been executed as of _____, 20__.

TOLL SYSTEM PROVIDER

TRANSCORE, LP

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

CA Contractor License #: _____

SBCTA:

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

By: _____

Name: _____

Title: Executive Director

APPROVED AS TO FORM:

By: _____

Name: _____

Title: General Counsel

Date: _____, 2022

Acknowledged, approved and consented to by:

Guarantor:

Singapore Technologies Engineering Ltd

By: _____

Name: _____

Title: _____

DRAFT

ANNEX A TO
OPTION TOLL SERVICES PROJECT SUPPLEMENT
AMENDMENT NO. 1 TO CONTRACT 17-1001617
I-15 CORRIDOR FREIGHT AND EXPRESS LANES PROJECT - CONTRACT 1

PROJECT DESCRIPTION

The I-15 Corridor Freight and Express Lanes Project - Contract 1 shall be consistent with the I-10 Corridor Contract 1 Project and the Work and the terms and conditions of the I-10 Corridor Contract 1 Project, as amended through change orders, shall also apply to this Supplement. This project description identifies all known differences between the I-10 Corridor Contract 1 Project and the I-15 Corridor Freight and Express Lanes Project - Contract 1 included in this Supplement.

If any differences in the scope are discovered following execution of this Supplement, changes in scope shall be processed in accordance with Contract Section 19.

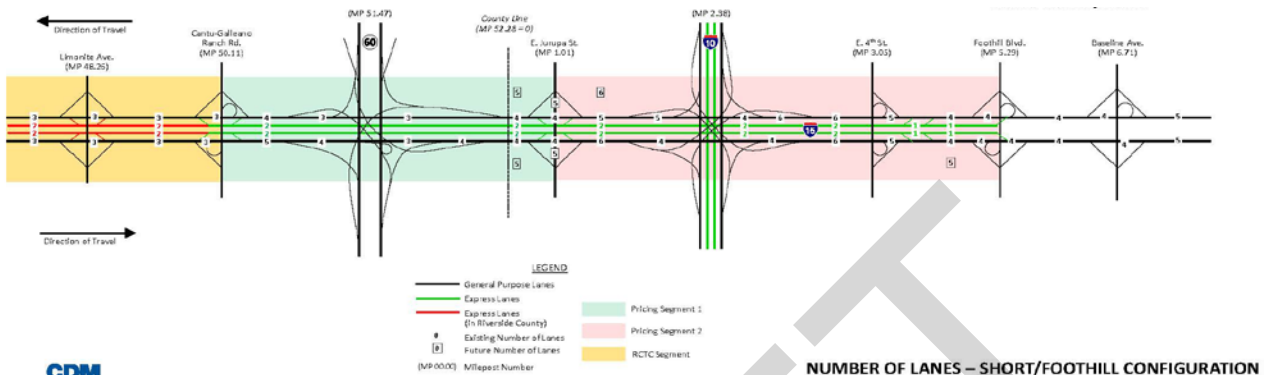
Project Summary

The Interstate 15 (I-15) Contract 1 Project (Figure 1) will improve interstate operations between Cantu-Galleano Ranch Road in Riverside County and just north of Foothill Boulevard in San Bernardino County. Key project elements include the following:

- New SBCTA Express Lanes facility along I-15 generally resembling the I-10 Express Lanes in form, toll policy, and operating rules.
- Connect to the RCTC Express Lanes at Cantu-Galleano Ranch Road, providing two continuous express lanes in each direction from Cantu-Galleano Ranch Road to Arrow Route
- Provide one Express Lane from Arrow Route to just north of Foothill Boulevard in each direction
- Provide ingress and egress at the following locations. Final ingress/egress locations and configurations, as well as Express Lanes transition locations will be finalized during PS&E phase:
 - Northbound ingress and southbound egress at Cantu-Galleano Ranch Road
 - Northbound ingress/egress and southbound ingress/egress at Jurupa Street
 - Northbound egress near Arrow Route
 - Northbound egress just north of Foothill Boulevard
 - Southbound ingress just north of Foothill Boulevard
 - Southbound ingress near Arrow Route
- Two (2) new two-lane toll zones in spanning Riverside County and San Bernardino County
- Five (5) Toll Rate Dynamic Message Signs (TRDMS)
- Eight (8) CCTV cameras

- Sixteen (16) Vehicle Detection Stations (VDS)
- CHP Enforcement Areas at each of the four toll zones

Figure 1: Project Overview



The I-15 Corridor Freight and Express Lanes Project - Contract 1 civil infrastructure improvements will be designed by a PS&E Designer and constructed by a Civil Contractor, each with their own agreements with SBCTA. All I-10 Corridor Contract 1 Project requirements related to the “DB Contractor” shall apply to the I-15 Corridor Freight and Express Lanes Project - Contract 1; however “DB Contractor” shall be replaced with “PS&E Designer” for all requirements related to design and “Civil Contractor” for all requirements related to construction and installation.

TSP Work shall be performed in two phases upon receipt of two Notices to Proceed:

- NTP1: Work associated with coordinating the Civil TCS Infrastructure design with the PS&E Designer
- NTP2: D&D Work and Operations and Maintenance (O&M) Work

NTP 1 Work

During NTP1, TSP shall interface with PS&E Designer to ensure that the roadway design adequately supports the TSP Work. As part of this coordination, TSP shall prepare, submit, and obtain SBCTA approval of a TCS Infrastructure Design Document update. TSP shall also coordinate with PS&E Designer, as appropriate, to provide input, review, and comment on the Civil TCS Infrastructure, special pavement, power, and TCS Communication Network, and TCS equipment bracket and mounting requirements, and any other information necessary to successfully deliver the TCS. TSP shall not perform any D&D Work during NTP1.

NTP 1 Work shall be performed following SBCTA issuance of NTP1 (anticipated October 2022) until SBCTA has achieved Read to List (RTL) (anticipated May 2023).

NTP 2 Work

SBCTA shall not issue NTP2 until the satisfaction of the requirements outlined in Contract Section 6.4.1. Upon receipt of NTP2, TSP shall commence the TCS D&D Work and associated O&M Work.

NTP 2 Work shall be performed following SBCTA issuance of NTP2 (anticipated January 2025).

Third Party Coordination

The Work shall be coordinated in accordance with TP Section 2.12, the attached I-15 TCS Infrastructure Responsibility Matrix, and as summarized below:

- PS&E Designer:** SBCTA will enter into a separate contract with a PS&E Designer for the design of the I-15 Corridor Freight and Express Lanes Project - Contract 1 civil infrastructure improvements. TSP shall interface with PS&E Designer to ensure that the roadway design adequately supports the TSP Work. As part of this coordination, TSP shall prepare, submit, and obtain SBCTA approval of a TCS Infrastructure Design Document to inform PS&E Designer of detailed civil infrastructure needs necessary for installation of the TCS and related materials to support the proposed Toll Services in accordance with this Contract. TSP shall also coordinate with PS&E Designer, as appropriate, to provide input, review, and comment on the Civil TCS Infrastructure, special pavement, power, and TCS Communication Network, and TCS equipment bracket and mounting requirements, and any other information necessary to successfully deliver the TCS. TSP shall review and provide written comments on PS&E Designer's Design Submittals and any other sets of plans and specifications within 21 days of receipt. Lack of comments from TSP after 21 days shall imply TSP's approval of PS&E Designer's plans. Before SBCTA may issue construction documents, TSP shall issue the TSP Ready For Construction Certification for those design elements, in accordance with Contract Section 8.7.
- Civil Contractor:** SBCTA will enter into a separate contract with a Civil Contractor for the construction of the I-15 Corridor Freight and Express Lanes Project - Contract 1 civil infrastructure improvements. TSP shall furnish materials that are to be installed by Civil Contractor, as defined in the attached TCS Infrastructure Responsibility Matrix. The project will comprise of multiple Turnover Areas (to be determined during PS&E development), each consisting of one Toll Zone and related TCS sites. TSP is responsible for coordinating the performance of the D&D Work with the work to be performed by the Civil Contractor. TSP, in conjunction with SBCTA, or its designated representative, shall inspect work completed by Civil Contractor and promptly report to SBCTA any discrepancies or defects in such construction of which TSP has knowledge that would render the Civil Contractor Work unsuitable for proper installation and execution of the TCS by TSP as described in the Contract. TSP shall create and use a Civil Site Acceptance Checklist and a Communications Network Acceptance Checklist to verify that civil infrastructure elements at Equipment locations where TSP will install Equipment are suitable for proper execution of the D&D Work.
- Third-Party Service Providers (i.e. CSC Provider and Caltrans TMC):** TSP shall coordinate with all Third-Party Service Providers, prepare ICD updates and any other documentation necessary for communications, operations and/or reconciliation between the BOS and the Third-Party Service Providers. TSP shall develop, test, and implement

all required system and software changes at no additional cost to SBCTA for the duration of the agreement (other than is agreed to within this Supplement).

Toll Operating Policies

The I-15 toll policies will resemble I-10 toll policies with the following exceptions:

- All users of the I-15 Express Lanes must have a valid FasTrak transponder. SBCTA will not offer the PayOnline option for I-15 Express Lanes customers.
- Discounts and eligibility for HOV and CAV customers may vary from the I-10 Express Lanes.

Toll Collection System

- SBCTA's I-15 Express Lanes toll collection system (TCS) will closely resemble the TCS being provided under the I-10 Corridor Contract 1 Project. The I-15 TCS shall include a new Roadside System (RSS) and Traffic Management System (TMS) elements that interface with the I-10 Express Lanes Back Office System (BOS), TMS, and Maintenance Online Management System (MOMS).
- SBCTA's BOS will support both SBCTA's I-10 Express Lanes and I-15 Express Lanes. TSP shall design, develop, test, and implement all necessary changes to the BOS systems, reporting and functionality to fully support the I-15 Express Lanes at no additional cost to SBCTA for the duration of the agreement (other than is agreed to within this Supplement).
- SBCTA's TOC shall be updated to also include monitoring of the I-15 Express Lanes. TSP shall upgrade the video wall to include three additional 55" displays that can be configured to display CCTV camera video feeds, TRDMS camera displays, a map-based VDS data and Operational status.

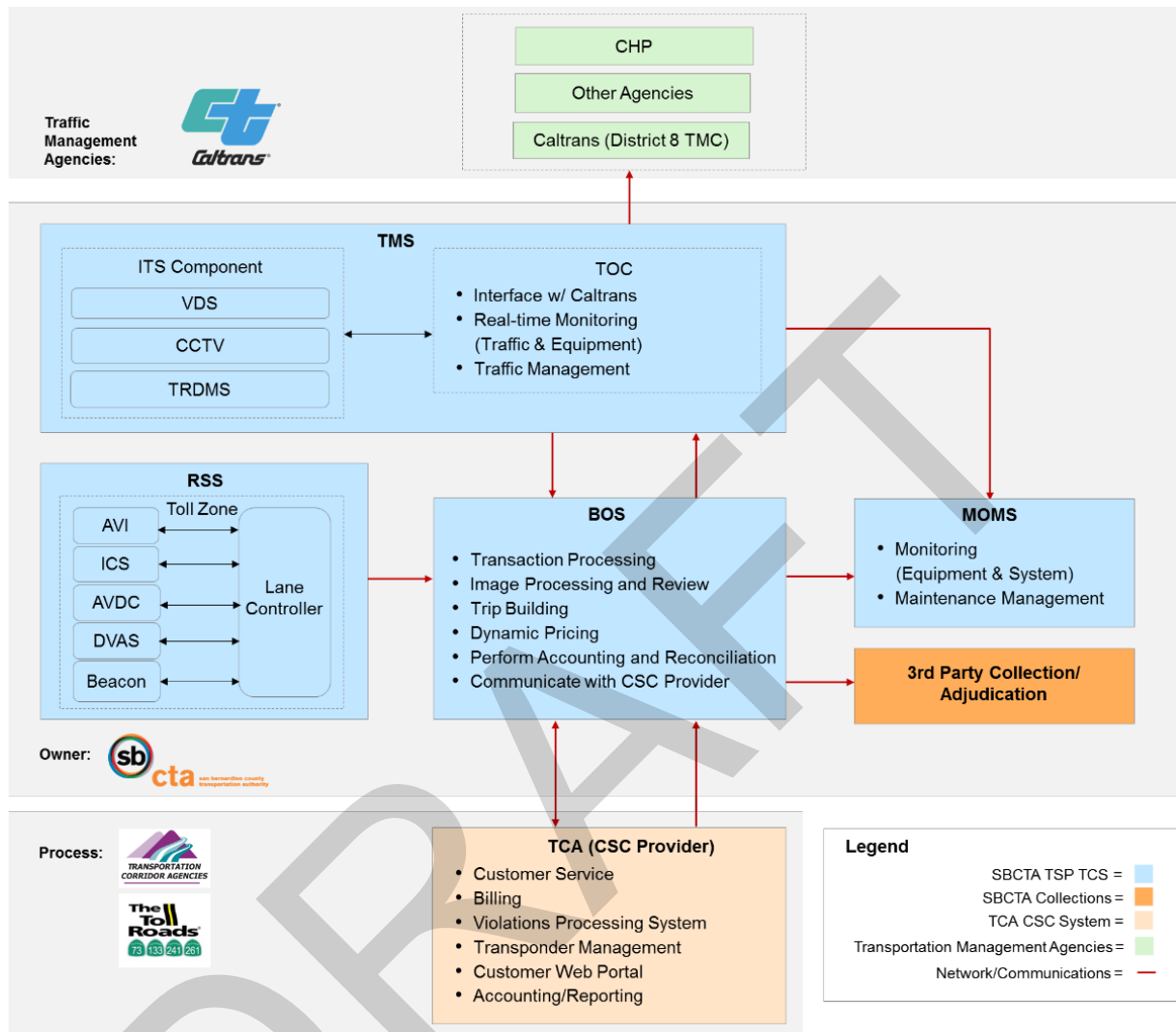
Communications

TSP shall provide communications and data service to the TCS Communications Network to maintain continuous communications and monitoring of the TCS. SBCTA shall provide dedicated fiber for the TCS Communications Network from each TCS site to the BOS. To ensure there is no disruption in TCS operations, TSP shall leverage the backup communication path established for the I-10 Express Lanes (located at Hub F) to maintain continuous communication with the TMC.

Toll Collection System Architecture

TSP shall align the I-15 Express Lanes TCS architecture with the TCS architecture being developed for the I-10 Corridor Contract 1 Project. All interfaces provided for I-10 will remain or be updated to support operations of the I-15 Express Lanes.

Figure 2: TCS Architecture



TCS Testing

TSP shall develop and execute a testing program in accordance with the I-10 Express Lanes Master Test Plan. Since it is assumed that the I-10 Express Lanes TCS design will be utilized on I-15 Express Lanes, the test program will incorporate the findings of the I-10 Express Lanes test program. The I-15 Express Lanes TCS Test Program shall include:

- Site Commissioning Test
- End to End Testing
- Operational and Acceptance Testing

Maintenance of Traffic

TSP shall develop as part of the TMP all design for MOT, including all planned Lane Closures of Express Lanes and Freeway Lanes from NTP2 through the end of the O&M Term.

Permitted Lane Closure windows for the Freeway Lanes, unless otherwise approved by SBCTA or the Department, as applicable, in their sole discretion, are reflected in Freeway Lane Requirement Chart which shall be finalized by SBCTA and Department prior to issuance of NTP2.

Permitted Lane Closure windows for the SBCTA Express Lanes, unless otherwise approved by SBCTA, in its sole discretion, shall be finalized by SBCTA prior to issuance of NTP2.

Permitted Lane Closure windows for the RCTC Express Lanes, unless otherwise approved by SBCTA, in its sole discretion, shall be finalized by SBCTA and RCTC prior to issuance of NTP2.

Any Lane Closures that are required for delivery of materials, construction, or testing, including those included in the TMP, must be approved in advance by SBCTA, RCTC and the Department. TSP shall prepare and submit revisions to or additional Freeway Lane Requirement Charts (i.e., Freeway Lane Requirement Charts not provided by SBCTA) for SBCTA approval.

Express Lanes Operations and Maintenance

TSP is responsible for the O&M Work with respect to the TCS solution on behalf of SBCTA. TSP is responsible for operations of the TCS including monitor and respond to traffic conditions in the Express Lanes.

Summary of Deliverables

Table 1 (List of Deliverables) provides a list of Deliverables that are to be provided by TSP. It is not intended to be an all-inclusive or exhaustive list of deliverables. It shall be TSP's responsibility to determine and submit all Deliverables as required by the Contract, Governmental Approvals and Governmental Entities. Upon SBCTA Approval, TSP may update I-10 Express Lanes deliverables to also address the I-15 Express Lanes. When allowed by SBCTA, TSP's submittals shall identify all additions and revisions in redline format.

All plans shall be reviewed periodically and updated as described in the TPs, as necessary to reflect new or modified tasks, procedures, and processes throughout the term of the Contract or as directed by SBCTA.

The list set forth in Table 1 (List of Deliverables) separately identifies the Deliverables due dates relative to Project milestone, including NTP1, NTP2, Installation, Revenue Service Commencement. Approvals for the NTP1 Deliverables shall be a condition to proceeding with NTP2.

Table 1: List of Deliverables

DELIVERABLE	SBCTA I-15 EXPRESS LANES DUE DATE
Management Deliverables	
Project Management Plan	No I-15 EL update required
Baseline Schedule	Approved within 60 days of TransCore NTP1
Document Control Work Plan	No I-15 EL update required
D&D Quality Management Plan	No I-15 EL update required
Health and Safety Plan	No I-15 EL update required
D&D Deliverables	
Business Rules	Submitted within 90 days of TransCore NTP2
TCS Infrastructure Design Document (IDD)	No I-15 EL update required
Software Development Plan	No I-15 EL update required
Configuration Management Plan	No I-15 EL update required
Preliminary Design Document (PDD)- System Software	No I-15 EL update required
Requirements Traceability Matrix (RTM)	Submitted within 60 days of TransCore NTP2
Intermediate Installation Drawings	Submitted within 45 days of TransCore NTP2
Bill of Materials (BOM)	Submitted with FDD
Transportation Management Plan (TMP)	No I-15 EL update required
Disaster Recovery Plan	No I-15 EL update required
Master Test Plan	No I-15 EL update required
Express Lanes Performance Monitoring Plan	No I-15 EL update required
Final Design Document (FDD)- System Software	Submitted within 180 days of TransCore NTP2
Installation Plan	Approved 120 days prior to Installation
Final Installation Drawings	Submitted within 90 days of TransCore NTP2
Individual Test Plans	No I-15 EL update required
Interface Control Documents	Approved with FDD
O&M Quality Management Plan	No I-15 EL update required
Final File Structure and Index of Electronic Documents	Prior to Acceptance
Roadside Safety Plan	No I-15 EL update required
Data Security Plan	No I-15 EL update required
Operations Plan	Approved 90 days prior to RSC
Standard Operating Procedures	Approved 90 days prior to RSC
Incident Management Plan	Approved 120 days prior to RSC
KPI Reporting and Management Plan	No I-15 EL update required

Release for Construction Installation Drawings	Submitted within 120 days of TransCore NTP2
Dynamic Pricing Simulation Modeling Report	Approved 90 days prior to RSC
Training Plan	No I-15 EL update required
User Manuals	No I-15 EL update required
Maintenance Plan	Approved 120 days prior to RSC
List of Toll Services Assets	Prior to Acceptance
End of Contract Transition Plan	No I-15 EL update required
Installation and Testing Deliverables	
TSP Ready For Construction (RFC) Certification	at 100% PS&E
Civil Site Acceptance Checklist	at 95% PS&E
Communications Network Acceptance Checklist	at 95% PS&E
As-Built Technical Drawings	Prior to Acceptance
Individual Test Reports (including Site Commissioning Test, TCS Operations Test, TCS Acceptance Test)	Approved 120 days prior to RSC
On-Going Deliverables	
Monthly Progress Schedule	Monthly
Four-Week Look Ahead Schedule	Monthly
Annual Renewal Test Report	Annual

ANNEX A-1 TO

**OPTION TOLL SERVICES PROJECT SUPPLEMENT, AMENDMENT NO. 1 TO CONTRACT 17-1001617
I-15 CORRIDOR FREIGHT AND EXPRESS LANES PROJECT - CONTRACT 1**

TCS INFRASTRUCTURE RESPONSIBILITY MATRIX

Responsibility Assignment Legend							
Primary Responsibility: P		Support Responsibility: S		Coordination Responsibility Only: C			No Responsibility: N
Element/Task/Component/ Sub-system	PS&E Designer	Civil Contractor		Toll System Provider (TSP)			Comments Other Responsibility/Information
	Design	Furnish	Install/ Construct	Design	Furnish	Install / Construct	
GENERAL REQUIREMENTS							
Civil Design Drawings and Specifications	P	N	N	C	N	N	PS&E Designer to incorporate all TSP requirements and specifications into the Civ Design. TSP to issue TSP Ready for Construction Certificate prior to issuance of Released For Construction (RFC) plans.
Grading	P	P	P	C	N	C	All areas surrounding roadside cabinets sha graded to drain away from roadside cabinet
Drainage	P	P	P	C	N	C	No culverts or pipes under Toll Zones.
Utilities/Electrical Services	P	P	P	S	C	C	TSP to provide specific power requirements the TCS. PS&E Designer to incorporate into facilities design. No utilities to be located on the Toll Zones.
Maintenance Vehicle Access	P	P	P	S	N	C	PS&E Designer to design parking area or maintenance paths at each roadside cabine and generator pad (Toll Zone and TRDMS).
Maintenance of Traffic/Traffic Control/Safe Work Zone	N	N	C	P	P	P	TSP and Civil Contractor to coordinate lane closure schedule for TCS installation and testing. TSP to provide traffic control device and safe working conditions for TSP during installation and testing of all toll equipment.
Striping	P	P	P	S	N	C	TSP to coordinate striping with pavement lo locations.

Lighting	P	P	P	S	C	S	TSP to provide lighting requirements for all Sites.
Security Camera and Access Monitoring System	S	N	C	P	P	P	TSP to design, furnish and install security devices and mounting adaptors.
Landscaping	P	P	P	C	N	N	
Fencing/Guardrail/Bollards/Concrete Barrier	P	P	P	S	C	C	TSP to provide requirements for specific equipment clearances for the TCS Equipment. PS&E Designer to incorporate into roadway design. TSP to confirm that design plans meet requirements.
TOLL ZONE							
Locations and Layouts	P	P	P	S	C	C	TSP to provide requirements for specific lane and facility layouts. PS&E Designer to provide specific locations for the TCS. TSP to review and approve.
Gantries/Poles/Foundation/Junction Boxes/Conduits/Grounding	P	P	P	S	C	S	TSP to provide requirements for equipment, conduits (for TSP installed power and communications cables, including specific requirement for below ground conduits for the loops), junction boxes, and power needs for TCS. PS&E Designer to design and Civil Contractor to furnish and install gantries, pole foundations, junction boxes, electrical grounding, conduit, pull strings, and bell end for all below ground conduit and conduit to demarcation box located at the top of gantry. The Civil Contractor will require TSP to sign on below ground conduits for the loops prior to installation of special pavement structure.
Gantries/Poles/Foundation/Junction Boxes/Conduits/Grounding	S	C	S	P	P	P	TSP to design, furnish, and install conduits to demarcation box located at top of gantry to TCS components.
TCS Equipment Mounts, Cable, and Wiring	S	N	C	P	P	P	TSP to design, furnish, and install all TCS equipment, and related cable & wiring, including communications from roadside cabinets to the equipment mounted on the gantries. TSP to provide requirements for all brackets, frame and cantilevers needed to attach TSP-furnished equipment to Civil Contractor provided gantry. TSP to provide and install equipment mounted

Equipment Brackets/Frames/Cantilevers on Gantries	P	P	P	S	N	C	PS&E Designer to design and Civil Contractor to furnish and install all brackets, frames, and cantilevers needed to attach all TSP-furnished equipment mounts. TSP to provide equipment locations to the PS&E Designer.
Pavement structure, including special nonferrous zones and conduit stub-outs for in-pavement sensors/loops	P	P	P	S	N	C	TSP to provide requirements for special pavement structure at toll gantry areas. TSP shall coordinate joint spacing to avoid conflict with loop placement and sign off on riser locations before concrete pour (if applicable Civil Contractor to assure ferrous objects (i.e. rebar, grates, pipes, etc.) are not in toll revenue collection detection system(s) zone of influence Civil Contractor to locate loop risers after pavement is placed.
Roadside Cabinet	C	N	P	P	P	S	TSP to provide requirements for size and number of roadside cabinets needed for TC TSP to furnish environmentally controlled cabinets. Civil Contractor to install cabinets
Roadside Cabinet and Generator Pad / Cabinet Foundations	P	P	P	S	N	C	TSP to provide requirements for specific equipment weight and anchorages for cabinet and generators to the PS&E Designer. PS&E Designer to design and Civil Contractor to furnish and install roadside cabinet and generator pad and cabinet foundations with conduit plumbing.
Security Fencing	P	P	P	S	N	C	PS&E Designer to design and Civil Contractor to furnish and install security fencing around roadside cabinet and generator pad.
Facility Security and Security Communications at TCS locations	C	N	C	P	P	P	TSP to design, furnish, and install security communications for all TCS equipment.
Automatic Vehicle Identification (AVI) Antennas and Readers	N	N	S	P	P	P	TSP to provide AVI system mounts, wiring and cables. TSP will perform all AVI system installation and terminations, and to make the connections to the electronics in the cabinet
Automatic Vehicle Classification and Detection and (AVCD)	N	N	S	P	P	P	TSP to install, connect and terminate AVCD system mounted on the gantries and/or installed in the pavement to the electronics in the cabinets.
In-Pavement Sensors/Loops	N	N	S	P	P	P	TSP to saw cut pavement, furnish, install, and seal pavement sensors with approved sealant Civil Contractor to assure ferrous objects (i.e.

							rebar, grates, etc.) are not in toll revenue collection detection system(s) zone of influence.
Image Capture System (ICS) Cameras, Illumination, Sensors and Servers	N	<u>N</u>	<u>S</u>	<u>P</u>	<u>P</u>	<u>P</u>	TSP to provide, install, terminate all Image Capture System (ICS) equipment and associated illumination, sensors, and server.
In-Lane Processing Servers and Electronics	N	<u>N</u>	<u>N</u>	<u>P</u>	<u>P</u>	<u>P</u>	TSP to provide, install, connect, and terminate all electronics in the cabinet and assure proper communications to the devices on the gantry and/or in the pavement.
TCS TOLL RATE DYNAMIC MESSAGE SIGN (TRDMS)							
Locations and Layouts	<u>P</u>	<u>P</u>	<u>P</u>	<u>S</u>	<u>C</u>	<u>C</u>	PS&E Designer to provide specific locations for the TCS TRDMS based on MUTCD. TSP to provide requirements for specific hardware layouts. TSP to review and approve.
Cantilever Structure/Foundation/ Junction Boxes/Conduits/Grounding	<u>P</u>	<u>P</u>	<u>P</u>	<u>S</u>	<u>C</u>	<u>S</u>	TSP to provide requirements for equipment, conduits (for TSP installed power and communications cables), junction boxes, and power needs for the TCS. PS&E Designer to design and Civil Contractor to furnish and install cantilever structures, foundations, junction boxes, grounding, conduit, pull strings and conduits for all below ground conduit and conduit demarcation box located at the top of sign structure.
Cantilever Structure/Foundation/ Junction Boxes/Conduits/Grounding	<u>S</u>	<u>C</u>	<u>S</u>	<u>P</u>	<u>P</u>	<u>P</u>	TSP to design, furnish, and install conduits and conduit demarcation box located at top of sign structure to all TCS components.
Toll Rate Dynamic Message Sign (Static Panel)	<u>P</u>	<u>P</u>	<u>P</u>	<u>C</u>	<u>N</u>	<u>N</u>	All toll signing must be coordinated with TSP and approved by SBCTA.
Toll Rate Dynamic Message Sign (TRDMS LED Panel & Sign Assembly)	<u>C</u>	<u>N</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>S</u>	All toll signing must be coordinated between Civil Contractor and TSP. Civil Contractor will receive TSP-furnished LED panel and assemble and install the static sign and LED panel on the TRDMS.
TRDMS Fixed Rate Verification Camera	<u>S</u>	<u>N</u>	<u>C</u>	<u>P</u>	<u>P</u>	<u>P</u>	TSP to design, furnish and install fixed camera equipment, and related cable & wiring, including communications from roadside cabinets to the equipment mounted on the poles.
Camera Mounting Adapters	<u>S</u>	<u>N</u>	<u>C</u>	<u>P</u>	<u>P</u>	<u>P</u>	TSP to design, furnish, and install all camera mounting adapters.

Camera Mounting Bracket	<u>P</u>	<u>P</u>	<u>P</u>	<u>S</u>	<u>N</u>	<u>C</u>	PS&E Designer to design and Civil Contractor to furnish and install camera mounting bracket needed to attach TSP-furnished fixed rate verification camera. TSP to provide requirements for mounting brackets needed to attach TSP-furnished fixed rate verification camera to Civil Contractor provided sign structure.
Roadside Cabinet	C	<u>N</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>S</u>	TSP to provide size and number of roadside cabinets needed for TCS. TSP to furnish environmentally controlled cabinets. Civil Contractor to install cabinets.
Roadside Cabinet and Generator Pad / Cabinet Foundations	<u>P</u>	<u>P</u>	<u>P</u>	<u>S</u>	<u>N</u>	<u>C</u>	TSP to provide requirements for specific equipment weight and anchorages for cabinet to the PS&E Designer. PS&E Designer to design and Civil Contractor to furnish and install roadside cabinet and generator pad and cabinet foundations with conduit plumbing.
Security Fencing	<u>P</u>	<u>P</u>	<u>P</u>	<u>S</u>	<u>N</u>	<u>C</u>	PS&E Designer to design and Civil Contractor to furnish and install security fencing around roadside cabinet and generator pad.
TCS VEHICLE DETECTION STATION (VDS)							
Locations and Layouts	<u>P</u>	<u>P</u>	<u>P</u>	<u>S</u>	<u>C</u>	<u>C</u>	TSP to provide requirements for specific lane and facility layouts. PS&E Designer to incorporate into Design Packages. TSP to review and approve.
Poles/Foundation/Junction Boxes/Conduits/Grounding	<u>P</u>	<u>P</u>	<u>P</u>	<u>S</u>	<u>C</u>	<u>S</u>	TSP to provide requirements for equipment, conduits (for TSP installed power and communications cables), junction boxes, and power needs for the TCS VDS. PS&E Designer to design and Civil Contractor to furnish and install poles, foundations, junction boxes, grounding conduit, pull strings and bell ends all conduits up to one foot above pole foundation.
Poles/Foundation/Junction Boxes/Conduits/Grounding	<u>S</u>	<u>C</u>	<u>S</u>	<u>P</u>	<u>P</u>	<u>P</u>	TSP to install conduits from one foot above grade to all TCS VDS components.
Equipment Mounts	<u>S</u>	<u>N</u>	<u>C</u>	<u>P</u>	<u>P</u>	<u>P</u>	TSP to design, furnish and install all mounts needed to attach TSP-furnished equipment Civil Contractor provided pole.

TCS VDS Equipment	S	<u>N</u>	<u>C</u>	<u>P</u>	<u>P</u>	<u>P</u>	TSP to furnish and install all TCS VDS equipment, and related cable & wiring, including communications from equipment enclosures to the equipment mounted on the poles.
Equipment Enclosure (Pole Mounted)	C	<u>N</u>	<u>S</u>	<u>P</u>	<u>P</u>	<u>P</u>	TSP to provide size and number of enclosures needed for TCS VDS. TSP to design, furnish and install pole mounted equipment enclosures and mounts.
TCS CLOSED CIRCUIT TELEVISION (CCTV) CAMERAS							
Locations and Layouts	<u>P</u>	<u>P</u>	<u>P</u>	<u>S</u>	<u>C</u>	<u>C</u>	PS&E Designer to perform Line of Sight Study. TSP to review and approve.
Poles/Foundation/Junction Boxes/Conduits/Grounding	<u>P</u>	<u>P</u>	<u>P</u>	<u>S</u>	<u>C</u>	<u>S</u>	TSP to provide requirements for equipment, conduits (for TSP installed power and communications cables), junction boxes, and power needs for the CCTV cameras. PS&E Designer to design and Civil Contractor to furnish and install poles, foundations junction boxes, grounding, conduit, pull strings, and ends for all conduits up to one foot above pole foundation.
Poles/Foundation/Junction Boxes/Conduits/Grounding	S	<u>C</u>	<u>S</u>	<u>P</u>	<u>P</u>	<u>P</u>	TSP to install conduits from one foot above grade to all CCTV camera components.
Camera Mounting Adapters	S	<u>N</u>	<u>C</u>	<u>P</u>	<u>P</u>	<u>P</u>	TSP to furnish and install all camera mounting adapters.
Camera Pole Mounting Bracket	<u>P</u>	<u>P</u>	<u>P</u>	<u>S</u>	<u>N</u>	<u>C</u>	TSP to provide requirements for mounting brackets needed to attach TSP-furnished CCTV camera to Civil Contractor provided pole. PS&E Designer to design and Civil Contractor to furnish and install camera pole mounting bracket needed to attach TSP-furnished CCTV camera.
CCTV Cameras	S	<u>N</u>	<u>C</u>	<u>P</u>	<u>P</u>	<u>P</u>	TSP to furnish and install all TCS CCTV Camera equipment, and related cable & wiring including communications from equipment enclosures to the equipment mounted on the poles.
Equipment Enclosure (Pole Mounted)	C	<u>N</u>	<u>S</u>	<u>P</u>	<u>P</u>	<u>P</u>	TSP to provide size and number of enclosures needed for CCTV cameras. TSP to design, furnish, and install pole mounted equipment enclosures and mounts.
AUTOMATED OCCUPANCY DETECTION (AOD)							

Locations and Layouts	<u>P</u>	<u>P</u>	<u>P</u>	<u>C</u>	<u>N</u>	<u>C</u>	PS&E Designer to incorporate AOD layout into Design Packages. TSP to coordinate AOD layout with TCS layout.
Junction Boxes/Conduits	<u>P</u>	<u>P</u>	<u>P</u>	<u>C</u>	<u>N</u>	<u>C</u>	PS&E Designer to design and Civil Contractor to furnish and install junction boxes, conduit pull strings, and bell ends for all AOD conduits.
POWER DISTRIBUTION SUB-SYSTEM							
Metered power service at each location	<u>P</u>	<u>P</u>	<u>P</u>	<u>C</u>	<u>N</u>	<u>C</u>	TSP to provide power requirements and specifications for construction of utilities near each TCS Site. PS&E Designer to design and Civil Contractor to furnish and install necessary conductors, conduit, junction/pull boxes, bell ends/pull strings and disconnect switch/fuse the meter. Civil Contractor shall install all wiring switches, surge protection/suppression, etc. power from the meter to the toll equipment cabinets.
Power service at each toll/equipment location	<u>C</u>	<u>N</u>	<u>C</u>	<u>P</u>	<u>P</u>	<u>P</u>	TSP shall provide and install all wiring, switches, surge protection/suppression, etc. power from the toll equipment cabinets to the TSP installed equipment. TSP will terminate power wiring from toll equipment cabinets at TSP installed equipment.
Electrical Service Meter Cabinet	<u>P</u>	<u>P</u>	<u>P</u>	<u>S</u>	<u>N</u>	<u>C</u>	TSP to provide specific power requirements to the TCS. PS&E Designer to incorporate into facilities design. Civil Contractor to furnish and install electrical service meter cabinet.
Electrical Service Meter Cabinet Foundations	<u>P</u>	<u>P</u>	<u>P</u>	<u>S</u>	<u>N</u>	<u>C</u>	PS&E Designer to design and Civil Contractor to furnish and install foundations with conduit plumbing.
Power panels	<u>P</u>	<u>P</u>	<u>P</u>	<u>C</u>	<u>N</u>	<u>C</u>	TSP to provide power requirements. PS&E Designer to design and Civil Contractor to furnish and install power panels and necessary conductors, conduit, junction/pull boxes, bell ends/pull strings, switches, surge protection suppression, etc.
Automatic Transfer Switches (ATS) / Manual Transfer Switches (MTS)	<u>P</u>	<u>P</u>	<u>P</u>	<u>S</u>	<u>N</u>	<u>C</u>	PS&E Designer to design and Civil Contractor to furnish and install ATS/MTS and related wiring at the Toll Zone and TRDMS location
Generators and Fuel Tanks	<u>S</u>	<u>N</u>	<u>C</u>	<u>P</u>	<u>P</u>	<u>P</u>	TSP to design, furnish, and install generator and fuel tanks on the roadside cabinet pads

Generator and Fuel Tank Pad and Conduit	<u>P</u>	<u>P</u>	<u>P</u>	<u>S</u>	<u>N</u>	<u>C</u>	PS&E designer to design and Civil Contract install sufficient space and all conduits required for connections between generator, fuel tank and other elements of the Toll Pad area.
Uninterruptible Power Supplies (UPS)	S	<u>N</u>	<u>C</u>	<u>P</u>	<u>P</u>	<u>P</u>	TSP to design, furnish, and install Uninterruptible Power Supply Systems (UPS) the roadside cabinets and equipment enclosures. UPS will be required for the Toll Zone, TCS TRDMS, TCS VDS, and TCS Cameras.
Lightning Protection & Grounding	<u>P</u>	<u>P</u>	<u>P</u>	<u>S</u>	<u>C</u>	<u>C</u>	TSP to provide specific requirements for equipment lightning protection and grounding. PS&E Designer to design and Civil Contractor to furnish and install required lightning protection and grounding.
COMMUNICATIONS SUB-SYSTEM							
Conduits/Ducts & Junction/Pull Boxes/Outlets (Toll Equipment Cabinets to Equipment)	<u>P</u>	<u>P</u>	<u>P</u>	<u>S</u>	<u>C</u>	<u>S</u>	TSP to provide specific communications design requirements including location of long-radius sweep conduit bends. PS&E Designer to incorporate into the roadway design and Civil Contractor to install including conduits, junction boxes, bell ends with pull strings. Civil Contractor shall verify that all ducts bank and conduits are clear and have pull strings prior to the beginning of the TCS installation.
Communications Cabling (Toll Equipment Cabinets to Equipment)	<u>C</u>	<u>N</u>	<u>C</u>	<u>P</u>	<u>P</u>	<u>P</u>	TSP to design, furnish, and install communications cable from roadside cabinets and equipment enclosures to the toll equipment.
Toll Hardware in Cabinets	<u>C</u>	<u>N</u>	<u>C</u>	<u>P</u>	<u>P</u>	<u>P</u>	TSP to provide and install all toll hardware within the cabinets. Equipment must be installed in a clean and organized manner and must not be affected by the environmental controls. The TSP must provide and install redundant environmental controls.
Network Equipment	<u>C</u>	<u>N</u>	<u>C</u>	<u>P</u>	<u>P</u>	<u>P</u>	TSP to provide, install and configure the network equipment for connection from hub locations to the Toll Operations Center (TOC) and Back Office System (BOS).

Firewalls	N	<u>N</u>	<u>C</u>	<u>P</u>	<u>P</u>	<u>P</u>	TSP to provide, install and configure the necessary firewall for the TCS.
Patch/Distribution Panels	C	<u>N</u>	<u>C</u>	<u>P</u>	<u>P</u>	<u>P</u>	TSP to provide and install all the necessary patch and distribution panels pre-installed in TSP furnished cabinets to provide Fault Tolerant Single Mode Fiber Optic IP-Based Communication System.
TCS Fiber	<u>P</u>	<u>P</u>	<u>P</u>	<u>C</u>	<u>N</u>	<u>S</u>	TSP to provide fiber requirements for TCS. PS&E Designer to incorporate into design of backbone and laterals. Civil Contractor to furnish, install, and terminate fiber optic cable along the corridor.
TCS Communications Network Conduits, Junction/Pull Boxes, Splice Vaults-underground splice enclosures	<u>P</u>	<u>P</u>	<u>P</u>	<u>C</u>	<u>N</u>	<u>S</u>	PS&E Designer to incorporate into the road design and install including conduits, junction boxes, splice vaults, underground splice enclosures, bell ends with pull strings. Civil Contractor shall verify that all duct banks and conduits are clear and have pull strings prior to pulling fiber.
TCS Communications Network Data/Communications Service	C	<u>N</u>	<u>C</u>	<u>P</u>	<u>P</u>	<u>P</u>	TSP to provide and configure data/communications service to the TCS Communications Network.
SYSTEMS SERVERS AND SPACE							
Toll Collection Systems Computer(s)	N	<u>N</u>	<u>N</u>	<u>P</u>	<u>P</u>	<u>P</u>	TSP to provide, install and configure all TCS Computers, Servers and peripheral devices required for the Toll Revenue Collection Systems.
Support Equipment at TOC and SBCTA Offices	N	<u>N</u>	<u>N</u>	<u>P</u>	<u>P</u>	<u>P</u>	TSP to provide data and power wiring schematics, equipment rack/cabinet requirement, and elevations, layouts, floor plans, air flow diagrams, and environmental controls load calculations, electrical power distribution, including grounding, bonding, lightning protection, panel boards, circuit breakers conduit, conductors, j-boxes, receptacles.
BOS Systems Servers & TOC Workstations	N	<u>N</u>	<u>N</u>	<u>P</u>	<u>P</u>	<u>P</u>	TSP to provide, install and configure all system servers and workstations required at the TOC support the operations and management of Project.

Federal Communication Commission License Preparation and Submission	C	<u>N</u>	<u>N</u>	<u>P</u>	<u>P</u>	<u>P</u>	TSP to provide all information necessary to acquire FCC Licensing to the SBCTA.
---	---	----------	----------	----------	----------	----------	---

DRAFT

ANNEX B-1 TO
OPTION TOLL SERVICES PROJECT SUPPLEMENT
AMENDMENT NO. 1 TO CONTRACT 17-1001617
I-15 CORRIDOR FREIGHT AND EXPRESS LANES PROJECT - CONTRACT 1

TOTAL CAPITAL COST

PRICE FORM: J-10 OPTION TOLL SERVICES PROJECTS SUMMARY

#	Description	Unit	Qty	Unit Price	Total
Option I-15 Toll Service Project					
NTP 1 Work					
0	PS&E Design Coordination (Not to Exceed Amount)	Lump Sum	1	\$ 165,686.04	\$ 165,686.0
NTP 2 Work					
Roadside System					
1	Roadside System for 1-lane Toll Zones	Toll Zones	0	\$ 338,850.73	\$
2	Roadside System for 2-lane Toll Zones	Toll Zones	4	\$ 408,243.32	\$ 1,632,973.2
3	Roadside System Subtotal				\$ 1,632,973.2
Traffic Management System					
4	CCTV Cameras	Each	8	\$ 20,806.87	\$ 166,454.9
5	Vehicle Detection Stations (VDS)	Each	16	\$ 22,197.63	\$ 355,162.0
6	Toll Rate Dynamic Message Sign (TRDMS) - Full Size	Each	5	\$ 218,607.00	\$ 1,093,035.0
7	Subtotal Traffic Management System				\$ 1,614,651.9
Testing					
8	Commissioning Testing	Lump Sum	1	\$ 78,523.79	\$ 78,523.7
9	End-to-End Testing	Lump Sum	1	\$ 85,596.51	\$ 85,596.5
10	Integration Testing (to existing BOS)	Lump Sum	1	\$ 17,755.33	\$ 17,755.3
11	Integration Testing (transactions to CSC)	Lump Sum	1	\$ 18,257.57	\$ 18,257.5
12	Subtotal Testing				\$ 200,133.2
Project Management and Integration					
13	Project Management	Lump Sum	1	\$ 1,024,598.32	\$ 1,024,598.3
14	Performance and Payment Bonds	Lump Sum	1	\$ 87,502.94	\$ 87,502.9
15	Insurance	Lump Sum	1	\$ -	\$ -
16	Update of Documentation	Lump Sum	1	\$ 1,586,551.51	\$ 1,586,551.5
17	Mobilization	Lump Sum	1	\$ 23,607.15	\$ 23,607.1
18	Design and Integration into BOS	Lump Sum	1	\$ 1,626,383.47	\$ 1,626,383.4
19	Integration with Dynamic Pricing Algorithm	Lump Sum	1	\$ -	\$ -
20	Subtotal Project Management and Integration				\$ 4,348,643.3
21	D&D Work				\$ 7,962,087.8

ANNEX B-2 TO
OPTION TOLL SERVICES PROJECT SUPPLEMENT
AMENDMENT NO. 1 TO CONTRACT 17-1001617
I-15 CORRIDOR FREIGHT AND EXPRESS LANES PROJECT - CONTRACT 1

TOTAL O&M COST

#	Description	Unit	Qty	Unit Price	Total
Incremental O&M Work					
Incremental Maintenance					
27	Incremental Maintenance -Roadside System for 2-Lane Toll Zone (Year 1)	Lump Sum	4	\$ 96,749.36	\$ 386,997.43
28	Incremental Maintenance -Roadside System for 2-Lane Toll Zone (Year 2)	Lump Sum	4	\$ 102,255.21	\$ 409,020.84
29	Incremental Maintenance -Roadside System for 2-Lane Toll Zone (Year 3)	Lump Sum	4	\$ 109,787.92	\$ 439,151.67
30	Incremental Maintenance -Roadside System for 2-Lane Toll Zone (Year 4)	Lump Sum	4	\$ 113,081.65	\$ 452,326.61
31	Incremental Maintenance -Roadside System for 2-Lane Toll Zone (Year 5)	Lump Sum	4	\$ 116,474.18	\$ 465,896.71
32	Incremental O&M Work				\$ 2,153,393.25

ANNEX B-3 TO
OPTION TOLL SERVICES PROJECT SUPPLEMENT
AMENDMENT NO. 1 TO CONTRACT 17-1001617
I-15 CORRIDOR FREIGHT AND EXPRESS LANES PROJECT - CONTRACT 1

PROJECT MILESTONES

This Annex B-3, based on Contract Exhibit 18, details the scope of work for the Payment Milestones. The descriptions are intended to be general in nature and are not intended to define compliance with the TPs and the other requirements of the Contract. This Annex B-3 shall not limit, waive or release the TSP from full compliance with the TPs and other requirements of the Contract or its obligation to perform the D&D Work so as to provide a fully functional TCS in accordance with the Contract and the TPs.

The TSP may invoice on a monthly basis for each of the Payment Milestones listed below as completion of those Payment Milestones is reached as approved by SBCTA in accordance with Section 17 of the Contract. The order of the Milestones are not a guarantee that payments will take place in the order shown.

Option Toll Services Project D&D Payments (C Payments)				
Payment Number	Payment Milestone	Pay Items	% Paid	Payment \$
C-1	Final Design	Final Design Approved	10.00%	\$796,208.78
C-2	Installation Planning	Final Installation Drawings Approved	10.00%	\$796,208.78
C-3	Ordering of Equipment	Ordering of all Equipment Complete and Verified	10.00%	\$796,208.78
C-4	Delivery of Equipment	Delivery of all Equipment Complete and Verified	10.00%	\$796,208.78
C-5	Manual Updates	All Manuals Updated and Approved	5.00%	\$398,104.39
C-6	Installation Complete	Installation of all Toll Zones Complete and Checklist Approved	20.00%	\$1,592,417.59
C-7	Site Commissioning	Site Commissioning Completed and Approved at all Sites	10.00%	\$796,208.78
C-8	Revenue Service Commencement	Revenue Service Commencement Achieved and Approved	10.00%	\$796,208.78
C-9	TCS Acceptance	TCS Acceptance Achieved, As-Built Drawings Approved, and Software Update Escrowed and Verified	15.00%	\$1,194,313.17

ANNEX C TO
OPTION TOLL SERVICES PROJECT SUPPLEMENT
AMENDMENT NO. 1 TO CONTRACT 17-1001617
I-15 CORRIDOR FREIGHT AND EXPRESS LANES PROJECT - CONTRACT 1

COMPLETION DEADLINES

Option Toll Services Project Revenue Service Commencement Deadline: June 1, 2026

Option Toll Services Project TCS Acceptance Deadline: September 29, 2026

ANNEX D TO
OPTION TOLL SERVICES PROJECT SUPPLEMENT
AMENDMENT NO. 1 TO CONTRACT 17-1001617
I-15 CORRIDOR FREIGHT AND EXPRESS LANES PROJECT - CONTRACT 1

LANE CLOSURE CHARGES, LIQUIDATED DAMAGES AND STIPULATED DAMAGES

Freeway Lane Closure Charges

In accordance with Contract Section 11.1.2, Permitted Freeway Lane Closures at the locations and during the periods identified in the Freeway Lane Requirement Chart shall be at no charge to TSP provided the Lane Closure complies with the requirements for Lane Closures set forth in the Contract.

For Unpermitted Freeway Lane Closures, the applicable Freeway Lane Closure Charges shall consist of liquidated damages determined as follows:

Table D-1: I-15 Freeway Lane Closure Charges

Type of Facility	Route and Direction	Period	Freeway Lane Closure Charges per Lane Closure
Mainline	I-15 NB and I-15 SB	1 st half hour	\$3,000/10 minutes
		2 nd half hour	\$5,000/10 minutes
		2 nd hour and beyond	\$10,000/10 minutes
Connector and Ramps	I-15/I-10 and I-15/SR-60 Connectors and All Ramps	1 st half hour	\$3,000/10 minutes
		2 nd half hour	\$5,000/10 minutes
		2 nd hour and beyond	\$10,000/10 minutes

The 10 minute increments listed in Table D-1 are for partial or full increments, meaning that, for example, an 11 minute period would be considered two increments.

SBCTA I-15 EL Lane Closure Charges

Following Revenue Service Commencement of the SBCTA I-15 Express Lanes extending from Cantu-Galleano Ranch Road in Riverside County to Etiwanda Avenue in San Bernardino County and in accordance with Contract Section 11.1.2, TSP shall pay EL Lane Closure Charges for Permitted SBCTA I-15 EL Lane Closures and Unpermitted SBCTA I-15 EL Lane Closures for each affected EL as follows:

Table D-2: SBCTA I-15 EL Lane Closure Charges (San Bernardino County)

Time Frame	I-15 EL Lane Closure Charge* from the Revenue Service Commencement until the end of the O&M Term								
Permitted SBCTA I-15 EL Weekday Period: Lane Closure for NB and SB I-15 <ul style="list-style-type: none"> Sunday 10:00 p.m. through Monday 4:00 a.m. Monday 10:00 p.m. through Tuesday 4:00 a.m. Tuesday 10:00 p.m. through Wednesday 4:00 a.m. Wednesday 10:00 p.m. through Thursday 4:00 a.m. Thursday 10:00 p.m. through Friday 4:00 a.m. 	Stipulated Damages** for the affected Segment								
Weekend Period: <ul style="list-style-type: none"> Friday 11:00 p.m. through Saturday 5:00 a.m. Saturday 11:00 p.m. through Sunday 5:00 a.m. 	Stipulated Damages** for the affected Segment								
<ul style="list-style-type: none"> Upon SBCTA and Department approval as identified in Section 4.7.2 of the Technical Provisions 	No charge								
Unpermitted SBCTA I-15 EL Lane Closure for NB and SB I-15	The sum of (i) Stipulated Damages** for the affected Segment plus (ii) the following amounts per affected Segment for every partial or full 10 minute increment: <table border="1"> <thead> <tr> <th>Period</th><th>Additional Lane Closure Charges per Segment</th></tr> </thead> <tbody> <tr> <td>1st half hour</td><td>\$3,000 / 10 minutes</td></tr> <tr> <td>2nd half hour</td><td>\$5,000 / 10 minutes</td></tr> <tr> <td>2nd hour and beyond</td><td>\$10,000 / 10 minutes</td></tr> </tbody> </table>	Period	Additional Lane Closure Charges per Segment	1 st half hour	\$3,000 / 10 minutes	2 nd half hour	\$5,000 / 10 minutes	2 nd hour and beyond	\$10,000 / 10 minutes
Period	Additional Lane Closure Charges per Segment								
1 st half hour	\$3,000 / 10 minutes								
2 nd half hour	\$5,000 / 10 minutes								
2 nd hour and beyond	\$10,000 / 10 minutes								

The 10 minute increments listed in Table D-2 are for partial or full increments, meaning that, for example, an 11 minute period would be considered two increments.

*Lane Closures will be measured on the basis of direction. The Lane Closure Charge shall be assessed for any closure of any portion of a lane in any direction. Two closures in the same direction (non-contiguous) shall result in two charges. Likewise, two closures in the opposite direction (one Northbound and one Southbound) shall result in two charges. For instance, two

separate closures in the Southbound direction and one closure in the Northbound direction shall result in three charges of Stipulated Damages, plus for Unpermitted I-15 EL Lane Closures the additional amount shown in the table above as Additional Lane Closure Charges for each of the three closures for every partial or full 10 minute increment.

** Stipulated Damages shall be determined by using a comparison of the number of transactions identified by the TCS during the period of the partial or complete I-15 EL Lane Closure and the number of transactions identified by the TCS during a comparable prior period of operations compliant with Contract requirements as determined by SBCTA. Determination of a comparable period shall be made by SBCTA, acting reasonably, and shall consider the day, month, time of day, location, season, whether the day is a weekday, weekend or holiday, and such other factors as SBCTA shall reasonably determine. During the first six (6) months following Revenue Service Commencement for Interstate 15, Stipulated Damages shall be determined by SBCTA by reference to the traffic and revenue study estimates for the period of time in question and may also consider available live traffic data for the relevant period. For example, if, during the period of the I-15 EL Lane Closure, the Toll Collection System identifies 100 transactions, and during a comparable prior period where there is no I-15 EL Lane Closure, the Toll Collection System identifies 1000 transactions, the stipulated damages for the duration of the I-15 EL Lane Closure would be the value of the difference in the number of transactions (i.e., an amount equal to 900) multiplied by the toll rate(s) applicable to such transactions. The calculation of stipulated damages can never be a negative number or result in TSP being entitled to additional payment from SBCTA.

RCTC I-15 EL Lane Closure Charges

The I-15 Corridor Contract 1 Project includes work in both San Bernardino and Riverside Counties as well as work within the existing RCTC I-15 Express Lanes project limits.

In accordance with Contract Section 11.1.2, TSP shall pay EL Lane Closure Charges for Permitted RCTC I-15 EL Lane Closures and Unpermitted RCTC I-15 EL Lane Closures as follows:

1. D&D Phase: For Permitted RCTC I-15 Express Lanes Closures for Segment 4 Northbound, Partial Segment 4 Northbound, Segment 4 Southbound and Partial Segment 4 Southbound, TSP shall pay RCTC I-15 Express Lanes Closure Charges for each affected RCTC I-15 Express Lanes Segment as set forth in Table D-3.

**Table D-3: RCTC 15 Express Lanes Closure Charges for Permitted RCTC 15 Express Lanes Closures
Segment 4 Northbound and Southbound – Full and Partial Closures
From Start of SBCTA Project Construction to SBCTA Project Revenue Service Commencement Date**

Timeframe	Segment 4 NB (Sixth Street Ingress/ Egress to SR-60)	Partial Segment 4 NB (Cantu-Galleano Ranch Road Egress to SR-60)	Segment 1 SB (SR-60 to Sixth Street Ingress/ Egress)	Partial Segment 1 SB (SR-60 to Cantu- Galleano Ranch Road Ingress)
Sunday 8:00 pm to Monday 4:00 am	\$2,000/night	\$1,500/night	\$2,000/night	\$1,500/night
Monday 8:00 pm to Tuesday 4:00 am	\$2,000/night	\$1,500/night	\$2,000/night	\$1,500/night

Tuesday 8:00 pm to Wednesday 4:00 am	\$2,000/night	\$1,500/night	\$2,000/night	\$1,500/night
Wednesday 8:00 pm to Thursday 4:00 am	\$2,000/night	\$1,500/night	\$2,000/night	\$1,500/night
Thursday 8:00 pm to Friday 4:00 am	\$2,000/night	\$1,500/night	\$2,000/night	\$1,500/night
Friday 10:00 pm to Saturday 6:00 am	\$2,000/night	\$1,500/night	\$2,000/night	\$1,500/night
Saturday 10:00 pm to Sunday 6:00 am	\$2,000/night	\$1,500/night	\$2,000/night	\$1,500/night

The applicable RCTC 15 Express Lanes Closure Charge listed in this Table D-3 will be assessed on a per night basis, irrespective of the actual length of the Permitted RCTC 15 Express Lanes Closure.

For Unpermitted RCTC I-15 EL Lane Closures outside the hours specified in Table D-3 above, TSP Contractor shall pay the sum of (i) Stipulated Damages for the affected Segment plus (ii) \$3,000.00 per affected Segment for every partial or full 10 minute increment.

2. O&M Phase: For Permitted RCTC I-15 Express Lanes Closures for the revised Northbound and Southbound Segment 4 limits between Sixth Street ingress/egress and Cantu-Galleano Ranch Road ingress/egress, TSP shall pay Stipulated Damages for each affected Segment. For Unpermitted RCTC I-15 EL Lane Closures outside the hours specified in Table D-3 above, TSP Contractor shall pay the sum of (i) Stipulated Damages for the affected Segment plus (ii) \$3,000.00 per affected Segment for every partial or full 10 minute increment.

Lane Closures will be measured on the basis of direction. The EL Lane Closure Charge shall be assessed for any closure of any portion of a lane in any direction. For example, two closures in the same direction (non-contiguous) shall result in two charges. Likewise, two closures in the opposite direction (one Northbound and one Southbound) shall result in two charges.

Stipulated Damages shall be determined by using a comparison of the number of transactions identified by RCTC during the period of the partial or complete RCTC I-15 EL Lane Closure and the number of transactions identified by RCTC during a comparable prior period of operations. Determination of a comparable period shall be made by RCTC, acting reasonably, and shall consider the day, month, time of day, location, season, whether the day is a weekday, weekend or holiday, and such other factors as RCTC shall reasonably determine.

ANNEX E-1 TO
**OPTION TOLL SERVICES PROJECT SUPPLEMENT
 AMENDMENT NO. 1 TO CONTRACT 17-1001617
 I-15 CORRIDOR FREIGHT AND EXPRESS LANES PROJECT - CONTRACT 1**

LIST OF SPECIFIC MODIFICATIONS TO CONTRACT

The civil infrastructure associated with I-10 Corridor Contract 1 Project is designed and constructed using the Design-Builder delivery approach. The I-15 Corridor Freight and Express Lanes Project - Contract 1 will be designed and constructed using the Design, Bid, Build delivery approach. As it applies to this Option Toll Services Project Supplement – I-15 Corridor Freight and Express Lanes Project - Contract 1 ONLY, the following terms use throughout the Contract and defined in Contract Exhibit 1 shall be defined as follows:

DB Contractor shall be replaced with “PS&E Designer” or “Civil Contractor” when referring to the entities responsible for the design or construction, respectively, of the civil infrastructure for the Project.

DB Contract shall be replaced with “PS&E Contract” or “Civil Contract” when referring to the agreement between SBCTA and the PS&E Designer and Civil Contractor for the design or construction, respectively, of the civil infrastructure for the Project.

DB Work shall be replaced with “Civil Work”.

DB Civil TCS Infrastructure shall be replaced with “Civil TCS Infrastructure” when referring to the infrastructure built by the Civil Contractor and provided to TSP for installation of the TCS.

DB Civil TCS Infrastructure Design Submittal shall be replaced with “Civil TCS Infrastructure Design Submittal” when referring to the documents provided by the PS&E Designer to TSP identifying the layouts and details of the Civil TCS Infrastructure.

EL Lane Closure Charges shall mean the charges owing from TSP to SBCTA for Permitted I-10 EL Lane Closures and Unpermitted I-10 EL Lane Closure as set forth in Exhibit 21 and Permitted I-15 EL Lane Closures and Unpermitted I-15 EL Lane Closure as set forth in Annex D.

Final DB Civil TCS Infrastructure Design Submittal shall be replaced with “Final Civil TCS Infrastructure Design Submittal” when referring to the PS&E Designer final design documents to be submitted to SBCTA for review prior to commencing construction of the Project elements shown in such plans, as described in TP Section 2.12.2.

I-10 Express Lane(s) shall be replaced with “I-15 Express Lane(s)”.

I-15 Express Lanes Project shall be replaced with “I-15 Corridor Freight and Express Lanes Project - Contract 1” when referring to the Project.

Intermediate DB Civil TCS Infrastructure Design Submittal shall be replaced with “Intermediate Civil TCS Infrastructure Design Submittal” when referring to the set of PS&E Designer’s preliminary design documents to be submitted to SBCTA for review prior to commencing construction of the Project elements shown in such plans, as described in TP Section 2.12.2.

Project shall be revised to mean the Contract to design, implement, operate and maintain a toll collection system and provide toll services (the “Toll Services”) for two toll express lanes in each direction of I-15 from Cantu-Galleano Ranch Road to Foothill Boulevard and two toll segments in each direction.

Total D&D Cost means \$7,970,785.48.

The following terms and definitions shall be added to Contract Exhibit 1:

Civil Contract means the agreement between SBCTA and Civil Contractor for construction of the civil infrastructure for the Project.

Civil Contractor means the contractor for the civil infrastructure for the Project.

Civil Work means the civil infrastructure for the Toll Services to be performed by Civil Contractor under the Civil Contract.

Freeway Lane Requirement Charts means Permitted Lane Closure windows for the Freeway Lanes provided by SBCTA prior to issuance of NTP2

I-15 Express Lane(s) when capitalized, refers to the Contract to design, implement, operate and maintain a toll collection system and provide toll services (the “Toll Services”) for two toll express lanes in each direction of I-15 from Cantu-Galleano Ranch Road to Foothill Boulevard.

PS&E Contract means the agreement between SBCTA and PS&E Designer for design of the civil infrastructure for the Project.

PS&E Designer means the designer of the civil infrastructure for the Project.

Permitted I-15 EL Lane Closure means a Permitted Lane Closure of an I-15 Express Lane during the time periods set forth in Annex D.

Unpermitted I-15 EL Lane Closure means an Unpermitted Lane Closure of an Express Lane.

ANNEX E-2 TO

**OPTION TOLL SERVICES PROJECT SUPPLEMENT
AMENDMENT NO. 1 TO CONTRACT 17-1001617
I-15 CORRIDOR FREIGHT AND EXPRESS LANES PROJECT - CONTRACT 1**

FEDERAL PREVAILING WAGE RATES

"General Decision Number: CA20220026 08/19/2022
Superseded General Decision Number: CA20210026
State: California Construction Types: Building, Heavy (Heavy and Dredging) and Highway
County: San Bernardino County in California.

BUILDING CONSTRUCTION PROJECTS; DREDGING PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2022.
---	---

If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all
---	---

	hours spent performing on
	that contract in 2022.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Modification Number Publication Date

0	01/07/2022
1	01/14/2022
2	01/21/2022
3	02/18/2022
4	02/25/2022
5	04/01/2022
6	04/29/2022
7	08/05/2022
8	08/12/2022
9	08/19/2022

ASBE0005-002 09/01/2021

	Rates	Fringes
Modular Furniture Installer.....	\$ 21.85	7.15

ELEC0440-004 12/27/2021

COMMUNICATIONS AND SYSTEMS WORK

	Rates	Fringes
Communications System		
Installer.....	\$ 39.60	3%+16.89
Technician.....	\$ 33.09	15.89

SCOPE OF WORK:

Installation, testing, service and maintenance of systems utilizing the transmission and/or transference of voice, sound, vision and digital for commercial, educational, security and entertainment purposes for the following: TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call systems, radio page, school intercom and sound, burglar alarms, fire alarms, and low voltage master clock systems in commercial buildings. Communication Systems that transmit or receive information and/or control systems that are intrinsic to the above listed systems; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding all other data systems or multiple systems which include control function or power supply; excluding installation of raceway systems, conduit systems,

line voltage work, and energy management systems. Does not cover work performed at China Lake Naval Ordnance Test Station.

ELEC0477-002 06/01/2021

Rates Fringes

Electricians:.....\$ 45.75 3%+25.33

CABLE SPLICER: \$1.50 per hour above Electrician rate.

TUNNEL WORK: 10% above Electrician rate.

ZONE PAY:

Zone A - 80 road miles from Post Office, 455 Orange Show Lane, San Bernardino, will be a free zone for all contractors

Zone B - Any work performed outside Zone A's 80 road miles, shall add \$12.00 per hour to the current wage scale.

ELEC1245-001 06/01/2022

Rates Fringes

LINE CONSTRUCTION

(1) Lineman; Cable splicer..\$ 64.40 22.58

(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution

line equipment).....\$ 50.00 21.30

(3) Groundman.....\$ 38.23 20.89

(4) Powderman.....\$ 51.87 18.79

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and day after Thanksgiving, Christmas Day

FOOTNOTE:

a. PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.

b. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

ENGI0012-003 07/01/2020

Rates Fringes

OPERATOR: Power Equipment

(All Other Work)

GROUP 1.....	\$ 48.25	27.20
GROUP 2.....	\$ 49.03	27.20
GROUP 3.....	\$ 49.32	27.20
GROUP 4.....	\$ 50.81	27.20
GROUP 5.....	\$ 48.96	25.25
GROUP 6.....	\$ 51.03	27.20
GROUP 8.....	\$ 51.14	27.20
GROUP 9.....	\$ 49.29	25.25
GROUP 10.....	\$ 51.26	27.20
GROUP 11.....	\$ 49.41	25.25
GROUP 12.....	\$ 51.43	27.20
GROUP 13.....	\$ 51.53	27.20
GROUP 14.....	\$ 51.56	27.20
GROUP 15.....	\$ 51.64	27.20
GROUP 16.....	\$ 51.76	27.20
GROUP 17.....	\$ 51.93	27.20
GROUP 18.....	\$ 52.03	27.20
GROUP 19.....	\$ 52.14	27.20
GROUP 20.....	\$ 52.26	27.20
GROUP 21.....	\$ 52.43	27.20
GROUP 22.....	\$ 52.53	27.20
GROUP 23.....	\$ 52.64	27.20
GROUP 24.....	\$ 52.76	27.20
GROUP 25.....	\$ 52.93	27.20

OPERATOR: Power Equipment

(Cranes, Piledriving &

Hoisting)

GROUP 1.....	\$ 49.60	27.20
GROUP 2.....	\$ 50.38	27.20
GROUP 3.....	\$ 50.67	27.20
GROUP 4.....	\$ 50.81	27.20
GROUP 5.....	\$ 51.03	27.20
GROUP 6.....	\$ 51.14	27.20
GROUP 7.....	\$ 51.26	27.20
GROUP 8.....	\$ 51.43	27.20
GROUP 9.....	\$ 51.60	27.20
GROUP 10.....	\$ 52.60	27.20
GROUP 11.....	\$ 53.60	27.20
GROUP 12.....	\$ 54.60	27.20
GROUP 13.....	\$ 55.60	27.20

OPERATOR: Power Equipment

(Tunnel Work)

GROUP 1.....	\$ 50.10	27.20
GROUP 2.....	\$ 50.88	27.20

GROUP 3.....	\$ 51.17	27.20
GROUP 4.....	\$ 51.31	27.20
GROUP 5.....	\$ 51.53	27.20
GROUP 6.....	\$ 51.64	27.20
GROUP 7.....	\$ 51.76	27.20

PREMIUM PAY:

\$3.75 per hour shall be paid on all Power Equipment Operator work on the following Military Bases: China Lake Naval Reserve, Vandenberg AFB, Point Arguello, Seely Naval Base, Fort Irwin, Nebo Annex Marine Base, Marine Corp Logistics Base Yermo, Edwards AFB, 29 Palms Marine Base and Camp Pendleton

Workers required to suit up and work in a hazardous material environment: \$2.00 per hour additional. Combination mixer and compressor operator on gunite work shall be classified as a concrete mobile mixer operator.

SEE ZONE DEFINITIONS AFTER CLASSIFICATIONS

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Bargeman; Brakeman; Compressor operator; Ditch Witch, with seat or similar type equipment; Elevator operator-inside; Engineer Oiler; Forklift operator (includes loed, lull or similar types under 5 tons; Generator operator; Generator, pump or compressor plant operator; Pump operator; Signalman; Switchman

GROUP 2: Asphalt-rubber plant operator (nurse tank operator); Concrete mixer operator-skip type; Conveyor operator; Fireman; Forklift operator (includes loed, lull or similar types over 5 tons; Hydrostatic pump operator; oiler crusher (asphalt or concrete plant); Petromat laydown machine; PJU side dum jack; Screening and conveyor machine operator (or similar types); Skiploader (wheel type up to 3/4 yd. without attachment); Tar pot fireman; Temporary heating plant operator; Trenching machine oiler

GROUP 3: Asphalt-rubber blend operator; Bobcat or similar type (Skid steer); Equipment greaser (rack); Ford Ferguson (with dragtype attachments); Helicopter radioman (ground); Stationary pipe wrapping and cleaning machine operator

GROUP 4: Asphalt plant fireman; Backhoe operator (mini-max or similar type); Boring machine operator; Boxman or mixerman (asphalt or concrete); Chip spreading machine operator; Concrete cleaning decontamination machine operator; Concrete Pump Operator (small portable); Drilling machine operator, small auger types (Texoma super economatic or similar types - Hughes 100 or 200 or similar types - drilling depth of 30' maximum); Equipment greaser (grease truck); Guard rail post driver operator; Highline cableway signalman; Hydra-hammer-aero stomper; Micro Tunneling (above ground tunnel); Power concrete curing machine operator; Power concrete saw operator; Power-driven jumbo form setter operator; Power sweeper operator; Rock Wheel Saw/Trencher; Roller operator (compacting); Screed operator (asphalt or concrete); Trenching machine operator (up to 6 ft.); Vacuum or much truck

GROUP 5: Equipment Greaser (Grease Truck/Multi Shift).

GROUP 6: Articulating material hauler; Asphalt plant engineer; Batch plant operator; Bit sharpener; Concrete joint machine operator (canal and similar type); Concrete planer operator; Dandy digger; Deck engine operator; Derrickman (oilfield type); Drilling machine operator, bucket or auger types (Calweld 100 bucket or similar types - Watson 1000 auger or similar types - Texoma 330, 500 or 600 auger or similar types - drilling depth of 45' maximum); Drilling machine operator; Hydrographic seeder machine operator (straw, pulp or seed), Jackson track maintainer, or similar type; Kalamazoo Switch tamper, or similar type; Machine tool operator; Maginnis internal full slab vibrator, Mechanical berm, curb or gutter (concrete or asphalt); Mechanical finisher operator (concrete, Clary-Johnson-Bidwell or similar); Micro tunnel system (below ground); Pavement breaker operator (truck mounted); Road oil mixing machine operator; Roller operator (asphalt or finish), rubber-tired earth moving equipment (single engine, up to and including 25 yds. struck); Self-propelled tar pipelining machine operator; Skiploader operator (crawler and wheel type, over 3/4 yd. and up to and including 1-1/2 yds.); Slip form pump operator (power driven hydraulic lifting device for concrete forms); Tractor operator-bulldozer, tamper-scraper (single engine, up to 100 h.p. flywheel and similar types, up to and including D-5 and similar types); Tugger hoist operator (1 drum); Ultra high pressure waterjet cutting tool system operator; Vacuum blasting machine operator

GROUP 8: Asphalt or concrete spreading operator (tamping or finishing); Asphalt paving machine operator (Barber Greene or similar type); Asphalt-rubber distribution operator; Backhoe operator (up to and including 3/4 yd.), small ford, Case or similar; Cast-in-place pipe laying machine operator; Combination mixer and compressor operator (gunite work); Compactor operator (self-propelled); Concrete mixer operator (paving); Crushing plant operator; Drill Doctor; Drilling machine operator, Bucket or auger types (Calweld 150 bucket or similar types - Watson 1500, 2000 2500 auger or similar types - Texoma 700, 800 auger or similar types - drilling depth of 60' maximum); Elevating grader operator; Grade checker; Gradall operator; Grouting machine operator; Heavy-duty repairman; Heavy equipment robotics operator; Kalamazoo balliste regulator or similar type; Kolman belt loader and similar type; Le Tourneau blob compactor or similar type; Loader operator (Athey, Euclid, Sierra and similar types); Mobark Chipper or similar; Ozzie padder or similar types; P.C. slot saw; Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pumpcrete gun operator; Rock Drill or similar types; Rotary drill operator (excluding caisson type); Rubber-tired earth-moving equipment operator (single engine, caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator (multiple engine up to and including 25 yds. struck); Rubber-tired scraper operator (self-loading paddle wheel type-John Deere, 1040 and similar single unit); Self-propelled curb and gutter machine operator; Shuttle buggy; Skiploader operator (crawler and wheel type over 1-1/2 yds. up to and including 6-1/2 yds.); Soil remediation plant operator; Surface heaters and planer operator; Tractor compressor drill combination operator; Tractor operator (any type larger than D-5 - 100 flywheel h.p. and over, or similar-bulldozer, tamper, scraper and push tractor single engine); Tractor operator (boom attachments), Traveling pipe wrapping, cleaning and bending machine operator; Trenching machine operator (over 6 ft. depth capacity, manufacturer's rating); trenching Machine with Road Miner attachment (over 6 ft depth

capacity); Ultra high pressure waterjet cutting tool system mechanic; Water pull (compaction) operator

GROUP 9: Heavy Duty Repairman

GROUP 10: Drilling machine operator, Bucket or auger types (Calweld 200 B bucket or similar types-Watson 3000 or 5000 auger or similar types-Texoma 900 auger or similar types-drilling depth of 105' maximum); Dual drum mixer, dynamic compactor LDC350 (or similar types); Monorail locomotive operator (diesel, gas or electric); Motor patrol-blade operator (single engine); Multiple engine tractor operator (Euclid and similar type-except Quad 9 cat.); Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Pneumatic pipe ramming tool and similar types; Prestressed wrapping machine operator; Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Rubber tired earth moving equipment operator (multiple engine, Euclid, caterpillar and similar over 25 yds. and up to 50 yds. struck), Tower crane repairman; Tractor loader operator (crawler and wheel type over 6-1/2 yds.); Woods mixer operator (and similar Pugmill equipment)

GROUP 11: Heavy Duty Repairman - Welder Combination, Welder - Certified.

GROUP 12: Auto grader operator; Automatic slip form operator; Drilling machine operator, bucket or auger types (Calweld, auger 200 CA or similar types - Watson, auger 6000 or similar types - Hughes Super Duty, auger 200 or similar types - drilling depth of 175' maximum); Hoe ram or similar with compressor; Mass excavator operator less than 750 cu. yards; Mechanical finishing machine operator; Mobile form traveler operator; Motor patrol operator (multi-engine); Pipe mobile machine operator; Rubber-tired earth-moving equipment operator (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck); Rubber-tired self-loading scraper operator (paddle-wheel-auger type self-loading - two (2) or more units)

GROUP 13: Rubber-tired earth-moving equipment operator operating equipment with push-pull system (single engine, up to and including 25 yds. struck)

GROUP 14: Canal liner operator; Canal trimmer operator; Remote-control earth-moving equipment operator (operating a second piece of equipment: \$1.00 per hour additional); Wheel excavator operator (over 750 cu. yds.)

GROUP 15: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine-up to and including 25 yds. struck)

GROUP 16: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 17: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 50 cu. yds. struck); Tandem tractor operator (operating crawler type tractors in tandem - Quad 9 and similar type)

GROUP 18: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, up to and including 25 yds. struck)

GROUP 19: Rotex concrete belt operator (or similar types); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, up to and including 25 yds. struck)

GROUP 20: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 21: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

GROUP 22: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, up to and including 25 yds. struck)

GROUP 23: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating with the tandem push-pull system (multiple engine, up to and including 25 yds. struck)

GROUP 24: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 25: Concrete pump operator-truck mounted; Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

CRANES, PILEDIVING AND HOISTING EQUIPMENT CLASSIFICATIONS

GROUP 1: Engineer oiler; Fork lift operator (includes loed, lull or similar types)

GROUP 2: Truck crane oiler

GROUP 3: A-frame or winch truck operator; Ross carrier operator (jobsite)

GROUP 4: Bridge-type unloader and turntable operator; Helicopter hoist operator

GROUP 5: Hydraulic boom truck; Stinger crane (Austin-Western or similar type); Tugger hoist operator (1 drum)

GROUP 6: Bridge crane operator; Cretor crane operator; Hoist operator (Chicago boom and similar type); Lift mobile operator; Lift slab machine operator (Vagtborg and similar types); Material hoist and/or manlift operator; Polar gantry crane operator; Self Climbing scaffold (or similar type); Shovel, backhoe, dragline, clamshell operator (over 3/4 yd. and up to 5 cu. yds. mrc); Tugger hoist operator

GROUP 7: Pedestal crane operator; Shovel, backhoe, dragline, clamshell operator (over 5 cu. yds. mrc); Tower crane repair; Tugger hoist operator (3 drum)

GROUP 8: Crane operator (up to and including 25 ton capacity); Crawler transporter operator; Derrick barge operator (up to and including 25 ton capacity); Hoist operator, stiff legs, Guy derrick or similar type (up to and including 25 ton capacity); Shovel, backhoe, dragline, clamshell operator (over 7 cu. yds., M.R.C.)

GROUP 9: Crane operator (over 25 tons and up to and including 50 tons mrc); Derrick barge operator (over 25 tons up to and including 50 tons mrc); Highline cableway operator; Hoist operator, stiff legs, Guy derrick or similar type (over 25 tons up to and including 50 tons mrc); K-crane operator; Polar crane operator; Self erecting tower crane operator maximum lifting capacity ten tons

GROUP 10: Crane operator (over 50 tons and up to and including 100 tons mrc); Derrick barge operator (over 50 tons up to and including 100 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 50 tons up to and including 100 tons mrc), Mobile tower crane operator (over 50 tons, up to and including 100 tons M.R.C.); Tower crane operator and tower gantry

GROUP 11: Crane operator (over 100 tons and up to and including 200 tons mrc); Derrick barge operator (over 100 tons up to and including 200 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 100 tons up to and including 200 tons mrc); Mobile tower crane operator (over 100 tons up to and including 200 tons mrc)

GROUP 12: Crane operator (over 200 tons up to and including 300 tons mrc); Derrick barge operator (over 200 tons up to and including 300 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 200 tons, up to and including 300 tons mrc); Mobile tower crane operator (over 200 tons, up to and including 300 tons mrc)

GROUP 13: Crane operator (over 300 tons); Derrick barge operator (over 300 tons); Helicopter pilot; Hoist operator, stiff legs, Guy derrick or similar type (over 300 tons); Mobile tower crane operator (over 300 tons)

TUNNEL CLASSIFICATIONS

GROUP 1: Skiploader (wheel type up to 3/4 yd. without attachment)

GROUP 2: Power-driven jumbo form setter operator

GROUP 3: Dinkey locomotive or motorperson (up to and including 10 tons)

GROUP 4: Bit sharpener; Equipment greaser (grease truck); Slip form pump operator (power-driven hydraulic lifting device for concrete forms); Tugger hoist operator (1 drum); Tunnel locomotive operator (over 10 and up to and including 30 tons)

GROUP 5: Backhoe operator (up to and including 3/4 yd.); Small Ford, Case or similar; Drill doctor; Grouting machine operator; Heading shield operator; Heavy-duty repairperson; Loader operator (Athey, Euclid, Sierra and similar types); Mucking machine operator (1/4 yd., rubber-tired, rail or track type); Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pneumatic heading shield (tunnel); Pumpcrete gun operator; Tractor compressor drill combination operator; Tugger hoist operator (2 drum); Tunnel locomotive operator (over 30 tons)

GROUP 6: Heavy Duty Repairman

GROUP 7: Tunnel mole boring machine operator
ENGINEERS ZONES

\$1.00 additional per hour for all of IMPERIAL County and the portions of KERN, RIVERSIDE & SAN BERNARDINO Counties as defined below:

That area within the following Boundary: Begin in San Bernardino County, approximately 3 miles NE of the intersection of I-15 and the California State line at that point which is the NW corner of Section 1, T17N,m R14E, San Bernardino Meridian. Continue W in a straight line to that point which is the SW corner of the northwest quarter of Section 6, T27S, R42E, Mt. Diablo Meridian. Continue North to the intersection with the Inyo County Boundary at that point which is the NE corner of the western half of the northern quarter of Section 6, T25S, R42E, MDM. Continue W along the Inyo and San Bernardino County boundary until the intersection with Kern County, as that point which is the SE corner of Section 34, T24S, R40E, MDM. Continue W along the Inyo and Kern County boundary until the intersection with Tulare County, at that point which is the SW corner of the SE quarter of Section 32, T24S, R37E, MDM. Continue W along the Kern and Tulare County boundary, until that point which is the NW corner of T25S, R32E, MDM. Continue S following R32E lines to the NW corner of T31S, R32E, MDM. Continue W to the NW corner of T31S, R31E, MDM. Continue S to the SW corner of T32S, R31E, MDM. Continue W to SW corner of SE quarter of Section 34, T32S, R30E, MDM. Continue S to SW corner of T11N, R17W, SBM. Continue E along south boundary of T11N, SBM to SW corner of T11N, R7W, SBM. Continue S to SW corner of T9N, R7W, SBM. Continue E along south boundary of T9N, SBM to SW corner of T9N, R1E, SBM. Continue S along west boundary of R1E, SMB to Riverside County line at the SW corner of T1S, R1E, SBM. Continue E along south boundary of T1s, SBM (Riverside County Line) to SW corner of T1S, R10E, SBM. Continue S along

west boundary of R10E, SBM to Imperial County line at the SW corner of T8S, R10E, SBM. Continue W along Imperial and Riverside county line to NW corner of T9S, R9E, SBM. Continue S along the boundary between Imperial and San Diego Counties, along the west edge of R9E, SBM to the south boundary of Imperial County/California state line. Follow the California state line west to Arizona state line, then north to Nevada state line, then continuing NW back to start at the point which is the NW corner of Section 1, T17N, R14E, SBM

\$1.00 additional per hour for portions of SAN LUIS OBISPO, KERN, SANTA BARBARA & VENTURA as defined below:

That area within the following Boundary: Begin approximately 5 miles north of the community of Cholame, on the Monterey County and San Luis Obispo County boundary at the NW corner of T25S, R16E, Mt. Diablo Meridian. Continue south along the west side of R16E to the SW corner of T30S, R16E, MDM. Continue E to SW corner of T30S, R17E, MDM. Continue S to SW corner of T31S, R17E, MDM. Continue E to SW corner of T31S, R18E, MDM. Continue S along West side of R18E, MDM as it crosses into San Bernardino Meridian numbering area and becomes R30W. Follow the west side of R30W, SBM to the SW corner of T9N, R30W, SBM. Continue E along the south edge of T9N, SBM to the Santa Barbara County and Ventura County boundary at that point which is the SW corner of Section 34. T9N, R24W, SBM, continue S along the Ventura County line to that point which is the SW corner of the SE quarter of Section 32, T7N, R24W, SBM. Continue E along the south edge of T7N, SBM to the SE corner to T7N, R21W, SBM. Continue N along East side of R21W, SBM to Ventura County and Kern County boundary at the NE corner of T8N, R21W. Continue W along the Ventura County and Kern County boundary to the SE corner of T9N, R21W. Continue North along the East edge of R21W, SBM to the NE corner of T12N, R21W, SBM. Continue West along the north edge of T12N, SBM to the SE corner of T32S, R21E, MDM. [T12N SBM is a think strip between T11N SBM and T32S MDM]. Continue North along the East side of R21E, MDM to the Kings County and Kern County border at the NE corner of T25S, R21E, MDM, continue West along the Kings County and Kern County Boundary until the intersection of San Luis Obispo County. Continue west along the Kings County and San Luis Obispo County boundary until the intersection with Monterey County. Continue West along the Monterey County and San Luis Obispo County boundary to the beginning point at the NW corner of T25S, R16E, MDM.

\$2.00 additional per hour for INYO and MONO Counties and the Northern portion of SAN BERNARDINO County as defined below:

That area within the following Boundary: Begin at the intersection of the northern boundary of Mono County and the California state line at the point which is the center of Section 17, T10N, R22E, Mt. Diablo Meridian. Continue S then SE along the entire western boundary of Mono County, until it reaches Inyo County at the point which is the NE corner of the Western half of the NW quarter of Section 2, T8S, R29E, MDM. Continue SSE along the entire western boundary of Inyo County, until the intersection with Kern County at the point which is the SW corner of the SE 1/4 of Section 32, T24S, R37E, MDM. Continue E along the Inyo and Kern County boundary until the intersection with San Bernardino County at that point which is the SE corner of section 34, T24S, R40E, MDM. Continue E along the Inyo and San Bernardino County boundary until the

point which is the NE corner of the Western half of the NW quarter of Section 6, T25S, R42E, MDM. Continue S to that point which is the SW corner of the NW quarter of Section 6, T27S, R42E, MDM. Continue E in a straight line to the California and Nevada state border at the point which is the NW corner of Section 1, T17N, R14E, San Bernardino Meridian. Then continue NW along the state line to the starting point, which is the center of Section 18, T10N, R22E, MDM.

REMAINING AREA NOT DEFINED ABOVE RECIEVES BASE RATE

IRON0433-006 07/01/2020

	Rates	Fringes
IRONWORKER		
Fence Erector.....	\$ 34.58	24.81
Ornamental, Reinforcing and Structural.....	\$ 41.00	33.45

PREMIUM PAY:

\$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland, Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

\$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center

\$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

LABO0300-005 03/01/2021

	Rates	Fringes
Asbestos Removal Laborer.....	\$ 37.49	21.88

SCOPE OF WORK: Includes site mobilization, initial site cleanup, site preparation, removal of asbestos-containing material and toxic waste, encapsulation, enclosure and disposal of asbestos- containing materials and toxic waste by hand or with equipment or machinery; scaffolding, fabrication of temporary wooden barriers and assembly of decontamination stations.

* LABO0345-001 07/01/2022

	Rates	Fringes
LABORER (GUNITE)		
GROUP 1.....	\$ 48.50	21.37
GROUP 2.....	\$ 47.55	21.37

GROUP 3.....\$ 44.01 21.37

FOOTNOTE: GUNITE PREMIUM PAY: Workers working from a Bosn'n's Chair or suspended from a rope or cable shall receive 40 cents per hour above the foregoing applicable classification rates. Workers doing gunite and/or shotcrete work in a tunnel shall receive 35 cents per hour above the foregoing applicable classification rates, paid on a portal-to-portal basis. Any work performed on, in or above any smoke stack, silo, storage elevator or similar type of structure, when such structure is in excess of 75'-0" above base level and which work must be performed in whole or in part more than 75'-0" above base level, that work performed above the 75'-0" level shall be compensated for at 35 cents per hour above the applicable classification wage rate.

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Rodmen, Nozzlemen

GROUP 2: Gunmen

GROUP 3: Reboundmen

LABO0783-002 07/01/2020

	Rates	Fringes
LABORER (TUNNEL)		
GROUP 1.....	\$ 42.54	21.04
GROUP 2.....	\$ 42.86	21.04
GROUP 3.....	\$ 43.32	21.04
GROUP 4.....	\$ 44.01	21.04

LABORER		
GROUP 1.....	\$ 36.39	21.04
GROUP 2.....	\$ 36.94	21.04
GROUP 3.....	\$ 37.49	21.04
GROUP 4.....	\$ 39.04	21.04
GROUP 5.....	\$ 39.39	21.04

LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete screeding for rough strike-off; Concrete, water curing; Demolition laborer, the cleaning of brick if performed by a worker performing any other phase of demolition work, and the cleaning of lumber; Fire watcher, limber, brush loader, piler and debris handler; Flag person; Gas, oil and/or water pipeline laborer; Laborer, asphalt-rubber material loader; Laborer, general or construction; Laborer, general clean-up; Laborer, landscaping; Laborer, jetting; Laborer, temporary water and air lines; Material hose operator (walls, slabs, floors and decks); Plugging, filling of shee bolt holes; Dry packing of concrete; Railroad maintenance, repair track person and road beds; Streetcar and railroad construction track laborers; Rigging and signaling; Scaler; Slip form raiser; Tar and mortar; Tool crib or tool house

laborer; Traffic control by any method; Window cleaner; Wire mesh pulling - all concrete pouring operations

GROUP 2: Asphalt shoveler; Cement dumper (on 1 yd. or larger mixer and handling bulk cement); Cesspool digger and installer; Chucktender; Chute handler, pouring concrete, the handling of the chute from readymix trucks, such as walls, slabs, decks, floors, foundation, footings, curbs, gutters and sidewalks; Concrete curer, impervious membrane and form oiler; Cutting torch operator (demolition); Fine grader, highways and street paving, airport, runways and similar type heavy construction; Gas, oil and/or water pipeline wrapper - pot tender and form person; Guinea chaser; Headerboard person - asphalt; Laborer, packing rod steel and pans; Membrane vapor barrier installer; Power broom sweeper (small); Riprap stonepaver, placing stone or wet sacked concrete; Roto scraper and tiller; Sandblaster (pot tender); Septic tank digger and installer(lead); Tank scaler and cleaner; Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredder; Underground laborer, including caisson bellower

GROUP 3: Buggymobile person; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2-1/2 ft. drill steel or longer; Dri-pak-it machine; Gas, oil and/or water pipeline wrapper, 6-in. pipe and over, by any method, inside and out; High scaler (including drilling of same); Hydro seeder and similar type; Impact wrench multi-plate; Kettle person, pot person and workers applying asphalt, lay-kold, creosote, lime caustic and similar type materials ("applying" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operator of pneumatic, gas, electric tools, vibrating machine, pavement breaker, air blasting, come-alongs, and similar mechanical tools not separately classified herein; Pipelayer's backup person, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; Rock slinger; Rotary scarifier or multiple head concrete chipping scarifier; Steel headerboard and guideline setter; Tamper, Barko, Wacker and similar type; Trenching machine, hand-propelled

GROUP 4: Asphalt raker, lute person, ironer, asphalt dump person, and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), grinder or sander; Concrete saw person, cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Head rock slinger; Laborer, asphalt- rubber distributor boot person; Laser beam in connection with laborers' work; Oversize concrete vibrator operator, 70 lbs. and over; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid gas, air, or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No-joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzle person), water blasting, Porta Shot-Blast

GROUP 5: Blaster powder, all work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Driller: All power drills, excluding jackhammer, whether core, diamond, wagon,

track, multiple unit, and any and all other types of mechanical drills without regard to the form of motive power; Toxic waste removal

TUNNEL LABORER CLASSIFICATIONS

GROUP 1: Batch plant laborer; Changehouse person; Dump person; Dump person (outside); Swamper (brake person and switch person on tunnel work); Tunnel materials handling person; Nipper; Pot tender, using mastic or other materials (for example, but not by way of limitation, shotcrete, etc.)

GROUP 2: Chucktender, cabledtender; Loading and unloading agitator cars; Vibrator person, jack hammer, pneumatic tools (except driller); Bull gang mucker, track person; Concrete crew, including rodder and spreader

GROUP 3: Blaster, driller, powder person; Chemical grout jet person; Cherry picker person; Grout gun person; Grout mixer person; Grout pump person; Jackleg miner; Jumbo person; Kemper and other pneumatic concrete placer operator; Miner, tunnel (hand or machine); Nozzle person; Operating of troweling and/or grouting machines; Powder person (primer house); Primer person; Sandblaster; Shotcrete person; Steel form raiser and setter; Timber person, retimber person, wood or steel; Tunnel Concrete finisher

GROUP 4: Diamond driller; Sandblaster; Shaft and raise work

	Rates	Fringes
Brick Tender.....	\$ 37.32	23.18

* LABO1184-001 07/01/2022		
	Rates	Fringes
Laborers: (HORIZONTAL		
DIRECTIONAL DRILLING)		
(1) Drilling Crew Laborer...	\$ 40.69	18.25
(2) Vehicle Operator/Hauler.	\$ 40.86	18.25
(3) Horizontal Directional		
Drill Operator.....	\$ 42.71	18.25
(4) Electronic Tracking		
Locator.....	\$ 44.71	18.25

Laborers: (STRIPING/SLURRY

SEAL)		
GROUP 1.....	\$ 41.90	21.32
GROUP 2.....	\$ 43.20	21.32
GROUP 3.....	\$ 45.21	21.32
GROUP 4.....	\$ 46.95	21.32

LABORERS - STRIPING CLASSIFICATIONS

GROUP 1: Protective coating, pavement sealing, including repair and filling of cracks by any method on any surface in parking lots, game courts and playgrounds; carstops; operation of all related machinery and equipment; equipment repair technician

GROUP 2: Traffic surface abrasive blaster; pot tender - removal of all traffic lines and markings by any method (sandblasting, waterblasting, grinding, etc.) and preparation of surface for coatings. Traffic control person: controlling and directing traffic through both conventional and moving lane closures; operation of all related machinery and equipment

GROUP 3: Traffic delineating device applicator: Layout and application of pavement markers, delineating signs, rumble and traffic bars, adhesives, guide markers, other traffic delineating devices including traffic control. This category includes all traffic related surface preparation (sandblasting, waterblasting, grinding) as part of the application process. Traffic protective delineating system installer: removes, relocates, installs, permanently affixed roadside and parking delineation barricades, fencing, cable anchor, guard rail, reference signs, monument markers; operation of all related machinery and equipment; power broom sweeper

GROUP 4: Striper: layout and application of traffic stripes and markings; hot thermo plastic; tape traffic stripes and markings, including traffic control; operation of all related machinery and equipment

* LABO1414-003 08/03/2022

	Rates	Fringes
LABORER		
PLASTER CLEAN-UP LABORER....	\$ 38.92	23.32
PLASTER TENDER.....	\$ 41.47	23.32

Work on a swing stage scaffold: \$1.00 per hour additional.

Work at Military Bases - \$3.00 additional per hour:

Coronado Naval Amphibious Base, Fort Irwin, Marine Corps Air Station-29 Palms, Imperial Beach Naval Air Station, Marine Corps Logistics Supply Base, Marine Corps Pickle Meadows, Mountain Warfare Training Center, Naval Air Facility-Seeley, North Island Naval Air Station, Vandenberg AFB.

PAIN0036-001 07/01/2020

	Rates	Fringes
Painters: (Including Lead Abatement)		
(1) Repaint (excludes San Diego County).....	\$ 29.59	17.12
(2) All Other Work.....	\$ 33.12	17.24

REPAINT of any previously painted structure. Exceptions: work involving the aerospace industry, breweries, commercial recreational facilities, hotels which operate commercial establishments as part of hotel service, and sports facilities.

PAIN0036-008 10/01/2021

	Rates	Fringes
DRYWALL FINISHER/TAPER.....	\$ 43.63	22.92

PAIN0036-015 01/01/2020

	Rates	Fringes
GLAZIER.....	\$ 43.45	23.39

FOOTNOTE: Additional \$1.25 per hour for work in a condor, from the third (3rd) floor and up Additional \$1.25 per hour for work on the outside of the building from a swing stage or any suspended contrivance, from the ground up

PAIN1247-002 01/01/2021

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 38.75	14.03

PLAS0200-008 08/03/2022

	Rates	Fringes
PLASTERER.....	\$ 47.37	19.64

FORT IRWIN; MARINE CORPS AIR STATION 29 PALMS, AND MARINE CORPS LOGISTICS SUPPLY BASE: \$3.00 additional per hour.

PLAS0500-002 07/01/2020

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 38.50	25.91

PLUM0016-002 09/01/2021

	Rates	Fringes
PLUMBER, PIPEFITTER, STEAMFITTER		
Work at Edwards AFB.....	\$ 60.83	25.36
Work at Fort Irwin Army Base.....	\$ 64.33	25.36

Work at Marine Corps Logistic Base at Nebo, Marine Corps Logistic Base at Yermo and Twenty-Nine

Palms Marine Base.....	\$ 60.83	25.36
------------------------	----------	-------

Work ONLY on new additions and remodeling of bars, restaurants, stores and commercial buildings, not to exceed 5,000 sq. ft. of

floor space.....	\$ 52.20	24.38
------------------	----------	-------

Work ONLY on strip malls, light commercial, tenant improvement and remodel

work.....	\$ 39.91	22.71
-----------	----------	-------

All other work except work on new additions and remodeling of bars, restaurant, stores and commercial buildings not to exceed 5,000 sq. ft. of floor space and work on strip malls, light commercial, tenant improvement and remodel

work.....\$ 53.83 25.36

PLUM0345-001 09/01/2021

Rates Fringes

PLUMBER

Landscape/Irrigation Fitter.\$ 36.85 24.75

Sewer & Storm Drain Work....\$ 40.94 22.13

ROOF0036-002 08/01/2022

Rates Fringes

ROOFER.....\$ 43.47 19.52

FOOTNOTE: Pitch premium: Work on which employees are exposed to pitch fumes or required to handle pitch, pitch base or pitch impregnated products, or any material containing coal tar pitch, the entire roofing crew shall receive \$1.75 per hour "pitch premium" pay.

SFCA0669-009 04/01/2022

Does not include the northern part of the City of Chino, or the Cities of Montclair and Ontario

Rates Fringes

SPRINKLER FITTER.....\$ 43.25 26.77

SFCA0709-004 01/01/2021

THE NORTHERN PART OF THE CITY OF CHINO, AND THE CITIES OF MONTCLAIR AND ONTARIO:

Rates Fringes

SPRINKLER FITTER (Fire).....\$ 48.71 29.15

SHEE0105-003 01/01/2022

LOS ANGELES (South of a straight line drawn between Gorman and Big Pines)and Catalina Island, INYO, KERN (Northeast part, East of Hwy 395), MONO ORANGE, RIVERSIDE, AND SAN BERNARDINO COUNTIES

Rates Fringes

SHEET METAL WORKER

(1) Commercial - New Construction and Remodel

work.....\$ 50.23 29.60

(2) Industrial work including air pollution control systems, noise abatement, hand rails, guard rails, excluding aritechtrual sheet metal work, excluding A-C, heating, ventilating

systems for human comfort...\$ 48.28 29.46

TEAM0011-002 07/01/2020

	Rates	Fringes
TRUCK DRIVER		
GROUP 1.....	\$ 32.59	30.59
GROUP 2.....	\$ 32.74	30.59
GROUP 3.....	\$ 32.87	30.59
GROUP 4.....	\$ 33.06	30.59
GROUP 5.....	\$ 33.09	30.59
GROUP 6.....	\$ 33.12	30.59
GROUP 7.....	\$ 33.37	30.59
GROUP 8.....	\$ 33.62	30.59
GROUP 9.....	\$ 33.82	30.59
GROUP 10.....	\$ 34.12	30.59
GROUP 11.....	\$ 34.62	30.59
GROUP 12.....	\$ 35.05	30.59

WORK ON ALL MILITARY BASES:

PREMIUM PAY: \$3.00 per hour additional.

[29 palms Marine Base, Camp Roberts, China Lake, Edwards AFB, El Centro Naval Facility, Fort Irwin, Marine Corps Logistics Base at Nebo & Yermo, Mountain Warfare Training Center, Bridgeport, Point Arguello, Point Conception, Vandenberg AFB]

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Truck driver

GROUP 2: Driver of vehicle or combination of vehicles - 2 axles; Traffic control pilot car excluding moving heavy equipment permit load; Truck mounted broom

GROUP 3: Driver of vehicle or combination of vehicles - 3 axles; Boot person; Cement mason distribution truck; Fuel truck driver; Water truck - 2 axle; Dump truck, less than 16 yds. water level; Erosion control driver

GROUP 4: Driver of transit mix truck, under 3 yds.; Dumpcrete truck, less than 6-1/2 yds. water level

GROUP 5: Water truck, 3 or more axles; Truck greaser and tire person (\$0.50 additional for tire person); Pipeline and utility working truck driver, including winch truck and plastic fusion, limited to pipeline and utility work; Slurry truck driver

GROUP 6: Transit mix truck, 3 yds. or more; Dumpcrete truck, 6-1/2 yds. water level and over; Vehicle or combination of vehicles - 4 or more axles; Oil spreader truck; Dump truck, 16 yds. to 25 yds. water level

GROUP 7: A Frame, Swedish crane or similar; Forklift driver; Ross carrier driver

GROUP 8: Dump truck, 25 yds. to 49 yds. water level; Truck repair person; Water pull - single engine; Welder

GROUP 9: Truck repair person/welder; Low bed driver, 9 axles or over

GROUP 10: Dump truck - 50 yds. or more water level; Water pull - single engine with attachment

GROUP 11: Water pull - twin engine; Water pull - twin engine with attachments; Winch truck driver - \$1.25 additional when operating winch or similar special attachments

GROUP 12: Boom Truck 17K and above

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.
=====

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>. Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union

negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board

U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

- 4.) All decisions by the Administrative Review Board are final.

DRAFT

ANNEX F TO
OPTION TOLL SERVICES PROJECT SUPPLEMENT
AMENDMENT NO. 1 TO CONTRACT 17-1001617
I-15 CORRIDOR FREIGHT AND EXPRESS LANES PROJECT - CONTRACT 1

LIST OF REFERENCE DOCUMENTS

- I-15 Toll Conceptual Plans

DRAFT

ANNEX G TO
OPTION TOLL SERVICES PROJECT SUPPLEMENT
AMENDMENT NO. 1 TO CONTRACT 17-1001617
I-15 CORRIDOR FREIGHT AND EXPRESS LANES PROJECT - CONTRACT 1

LIST OF SBCTA-PROVIDED APPROVALS

- Environmental Approval - Initial Study with Mitigated Negative Declaration/Environmental Assessment with Finding of No Significant Impact report approved on 12/20/2018

DRAFT

ANNEX H TO
**OPTION TOLL SERVICES PROJECT SUPPLEMENT
AMENDMENT NO. 1 TO CONTRACT 17-1001617
I-15 CORRIDOR FREIGHT AND EXPRESS LANES PROJECT - CONTRACT 1**

LIST OF KEY PERSONNEL

Project Manager: Chris Hall

Operations and Maintenance Manager: Ronald Henderson

Installation Manager: Ronald Henderson

Software Development Manager: Sakshi Gupta

Lead Systems Engineer: James Chang

Test Manager: Amanda Lee

Quality Manager: Beatriz Rutzen

Accounting Resource: Sherri Webb

ANNEX I TO

**OPTION TOLL SERVICES PROJECT SUPPLEMENT
AMENDMENT NO. 1 TO CONTRACT 17-1001617
I-15 CORRIDOR FREIGHT AND EXPRESS LANES PROJECT - CONTRACT 1**



SBCTA I-15 Express Lanes TCS

DBE Performance Plan

CDRL # TBD

Version 1.0

August 30, 2022

TransCore

10509 Vista Sorrento Parkway, Suite 410
San Diego, CA 92121



TRANSCORE
Trusted Transportation Solutions

REVISION TABLE

CLIENT: SBCTA		PROJECT: SBCTA I-15 EXPRESS LANES TCS				
TITLE: DBE PERFORMANCE PLAN						
VERSION	PURPOSE/CHANGE DESCRIPTION	AUTHOR	REQUIRED REVIEWER	QC	APPROVED? (Y/N)	SUBMITTAL DATE
V1.0	Initial Release	Chris Hall				August 2022

DRAFT

TABLE OF CONTENTS

1. INTRODUCTION	64
1.1. TRANSCORE'S DBE PROGRAM ADMINISTRATOR	64
1.1.1. DBE Work Scope Elements.....	64
1.2. DBE COMMITMENTS.....	64
1.3. DBE PARTICIPATION.....	65
1.3.1. Overall Approach to Achieving DBE Contract Goals.....	65
1.3.2. Approach to Encourage Participation of DBE Firms	66
1.4. DBE SUPPORT SERVICES.....	66
1.4.1. Challenging and Expanding Technical, Management and Business Capabilities	66
1.5. DBE COMMUNICATIONS	67
1.5.1. Approach to Outreach and Assistance for Potential DBE Firms	67
1.6. DBE DIRECTORY	67
1.7. DBE QUARTERLY STRATEGY MEETINGS.....	67
1.8. DBE PROGRAM REPORTING.....	67
1.9. MONTHLY SUB CONTRACTORS PAID REPORT.....	69
APPENDIX A. RESUMES	76

LIST OF TABLES

TABLE 1: LIST OF PROJECT DBE FIRMS.....	65
TABLE 2: SUBCONTRACTORS/DBES WORK DESCRIPTIONS.....	65

1. Introduction

TransCore's DBE Performance Plan provides full compliance to the Federal Disadvantaged Business Enterprise (DBE) program requirements found at 49 CFR Part 26 (the DBE Regulations), as well as SBCTA's specified DBE requirements applicable to the I-15 Express Lanes Project. We recognize the purpose of the Federal DBE program in creating a level playing field on which DBEs can compete fairly for contracts and subcontracts on this Project and makes certain that DBEs have the equal opportunities to participate. The DBE Regulations are incorporated by reference as part of SBCTA's Toll Services Contract-Specific DBE Requirements for the I-15 Express Lanes Toll Collection System (TCS).

1.1. TransCore's DBE Program Administrator

TransCore has designated the following individuals to serve as the DBE Program Administrator and DBE Program Analyst:

Chris Hall, DBE Program Administrator

TransCore, LP, 10509 Vista Sorrento Parkway, Suite 410, San Diego, CA 92121

Phone: (858) 736-8247, Email: chris.hall@transcore.com

Cheryl Herr, DBE Program Analyst

TransCore, LP, 10509 Vista Sorrento Parkway, Suite 410, San Diego, CA 92121

Phone: (858) 736-8328, Email: cheryl.herr@transcore.com

TransCore's DBE Program Administrator and Analyst for our DBE Program have reviewed, fully understand, and are responsible for implementation of the DBE Performance Plan. Ms. Cheryl Herr will assist Mr. Hall with the actual reporting through the online system that is planned to be available. Mr. Hall is responsible for implementing all aspects of the DBE program including the following:

- General overall responsibility for the DBE plan;
- Preparing and submitting reports as required by SBCTA;
- Coordinating activities during any compliance reviews;
- Coordinating activities involving DBEs, as related to this plan;
- Coordinating and conducting outreach events with SBCTA and other agencies;
- Monitoring achievement of proposed goals;
- Training and advising staff on DBE program requirements;
- Ensuring that appropriate provisions of the DBE Program are included in bid proposals and contract specifications; and
- Monitoring and Tracking data reflecting the level of DBE utilization.

Both resumes for Mr. Hall and Ms. Herr are attached in Appendix A.

1.1.1. DBE Work Scope Elements

TransCore has identified several work elements suitable both in terms of scope and size that DBEs will perform. These identified scope elements listed in Table 1 sufficiently allow TransCore to implement the DBE Performance Plan in good faith to meet the DBE Goal of 3% for D&D Work.

1.2. DBE Commitments

TransCore has identified the DBE firm(s) listed in the table below that are committed in participating as Subcontractor(s) and/or Supplier(s) for the I-15 Express Lanes Project. TransCore is committed to using these firm(s) listed for the services described.

Table 1: List of Project DBE Firms

DBE	DBE CERTIFICATION NUMBER	Description Work/Services	of DBE %	Contract Value
TJKM Transportation 4305 Hacienda Dr., Suite 550 Pleasanton, CA 94588	DBE# 40772	Provide Traffic Simulation and Modeling	3.00%	\$206,071.58
Total DBE Commitment:			3.00%	\$206,071.58
Total TransCore Contract Amount (D&D Work)				\$6,869,052.83

Throughout the duration of the Project, TransCore will provide quarterly updates to the DBE Performance Plan. Updates will include any recommended changes and/or additional DBE firms that are committed to participating as a Subcontractor and/or Supplier for the Project.

1.3. DBE Participation

1.3.1. Overall Approach to Achieving DBE Contract Goals

Our approach in satisfying the applicable DBE requirements began with the Industry Review materials provided for the SBCTA I-10 Express Lanes Project. We reviewed the requirements and scope identifying the areas subcontractors would enhance our capabilities in delivering this Project successfully. As a result of our review of the Project requirements and scope, we divided contract Work into economically feasible units or lots to facilitate and encourage DBE participation. TransCore identified the following work areas that will be performed by DBE firm(s).

- Traffic Modeling / Dynamic Price Simulation (TJKM)

TransCore will perform the following tasks:

- Lead Toll Lane System Provider
- Lead Toll Lane System Installer
- Lead Customer Service Center Provider
- Dynamic Pricing System Provider

Table 2 provides descriptions of Work that will be performed by subcontractors and DBEs.

Table 2: Subcontractors/DBEs Work Descriptions

Subcontractor	scope	project phase
PROFESSIONAL SERVICES		
DBE – TJKM Transportation Consultants	Traffic Modeling / Dynamic Price Simulation	D&D

1.3.2. Approach to Encourage Participation of DBE Firms

TransCore has elected to continue working with select DBE firms that participated with TransCore and were selected for the SBCTA I-10 Express Lanes Project. After completing our review of the original SBCTA I-10 Express Lanes Project's requirements and identified areas where DBE firms could bring value to our team, we formalized a business relationship with the selected DBEs:

- Notified and assisted DBEs with information of bid specifications and compliance with procurement procedures for the work proposer/vendor intended to bid on prior to submission of the response. The notice included scope of work, location and availability, bonding and insurance information, point of contact details and deadlines.
- Provided potential DBE firms reasonable time to respond to the bids. "Reasonable Time" to respond in this context was no less than ten (10) working days from the required date of the submittal, unless circumstances required a different time frame as determined by Integrator and was documented in the contract file.
- Divided contract work to be performed into economically feasible units or lots to facilitate and encourage DBE participation where feasible.
- Negotiated in good faith with interested DBEs by making a portion of the work available to DBE subcontractors and suppliers and selecting those portions of the work or material needs consistent with the available DBE subcontractors and suppliers.

1.4. DBE Support Services

1.4.1. Challenging and Expanding Technical, Management and Business Capabilities

TransCore will follow a well-defined process for managing DBE subcontractors ensuring the project requirements are met. Our Subcontracts Department will work closely with each DBE firm to minimize issues and challenges with defined scope of work/service, an established schedule and performance period, detailed requirements and level of accountability, established pricing and funding and defined Prime Contract flow-downs.

Our subcontracts department will develop and negotiate subcontracts that are acceptable to both the subcontractors and TransCore. The subcontracts department will take an active role monitoring the following to ensure compliance throughout the life of the project:

- | | |
|------------------------------------|---------------------------------------|
| • Invoicing milestones and amounts | • Required licenses and registrations |
| • Prime Contract flow-downs | • DBE goals |
| • Work schedule | • Certified Payroll (if required) |
| • Standards of workmanship | • FHWA provisions (if required) |
| • Certificates of insurance | • Privacy requirements |

In the event a deficiency in compliance of requirements is revealed, TransCore will review the subcontract agreement and notify the subcontractor of the deficiency. We will work closely with the subcontractor to correct the deficiency, and agree on a reasonable time for resolution. In the event the subcontractor is unable or unwilling to cure its deficiencies, the agreement may be terminated, with SBCTA's approval.

As communication is essential to the successful outcome of any project. TransCore treat all our subcontractors as full partners where each party mutually succeeds. We facilitate staff to have open and frequent communications with our subcontractors. TransCore will use Microsoft SharePoint™ for all deliverables including design documents, drawings, project plans, specifications, requirements, change requests, change notice proposals and meeting agendas and minutes. This SharePoint library will also be available for use by our subcontractors.

1.5. DBE Communications

1.5.1. Approach to Outreach and Assistance for Potential DBE Firms

In June 2017, TransCore attended the SBCTA I-10 Corridor Project Outreach Event hosted by SBCTA and in October 2017, we also attended the SBCTA Business 2 Business Expo. These events provided our firm an opportunity to meet with DBEs and SBEs in the San Bernardino County area and become familiar with the services they provide. TransCore will continue to participate in outreach programs designed to maximize opportunities for DBE firms to contract with. Outreach efforts will include, but not be limited to, one or more of the following:

- Coordination of efforts with organizations dedicated to assisting DBEs by conducting DBE procurement conferences, workshops, and pre-bid meetings whenever possible, specifically focused on the development of DBE and minority-owned construction firms and construction-related industry businesses; assisting DBEs to become more knowledgeable of Integrator's procurement activities and business opportunities.
- Advertisement of solicitations of DBE subcontracting opportunities in general circulations, trade associations, Internet resources, minority/women focus media and/or with minority/women organizations to disseminate to their members.
- Assisting DBE's in obtaining bonding, lines of credit, or insurance.

1.6. DBE Directory

TransCore is familiar with the directory of certified DBEs available online at the California Unified Certification Program (CUCP) website: http://www.dot.ca.gov/hq/bep/find_certified.htm. We use this online resource to identify firms for this Project and many others performed here in California. We will continue to use the website to identify potential DBE candidate firms for future work opportunities throughout the life of the Project.

1.7. DBE Quarterly Strategy Meetings

TransCore will host quarterly strategy meetings with SBCTA at our project office to discuss the DBE Performance Plan and the DBE commitments and participation realized. Discussion at the strategy meetings will also include a review of the DBE Performance Plan to ensure that it reflects the most current information and circumstances within the Project.

1.8. DBE Program Reporting


TransCore's DBE Performance Plan details the reporting format TransCore uses for our monthly reports. The DBE program status report will be submitted by the 10th day of the month and will include the following elements:

- Overview of the progress made in meeting the DBE requirements of the program including summary of activities, key accomplishments, challenges and upcoming activities
- Commitments and payments made to DBEs and other Subcontractors
- Compliance with prompt payment and payment of retainage requirements
- Identification of new Subcontractors (at all tiers) and/or Suppliers added to our team, the work they will perform, and value of their work
- Schedule of upcoming Subcontract procurements
- Monthly Subcontractor Paid Report
- Bidders List updates, including firms that bid during the Proposal stage through completion of the Project
 - Firm Name;
 - Address;

- Years in Business;
- Status as a DBE or non-DBE;
- Type of Work; and
- Annual Range of Gross Receipts.

DRAFT

1.9. Monthly Sub Contractors Paid Report

		Reporting Period (Month/Year)		Report Number		Date Prepared	
1) Project Name				2) Project Location			
3) Contract Number				4) Original Contract Award Amount		5) Contract Award Date	
6) Current Contract Value				7) SBCTA Payment to Prime This Month		8) Total Amount Paid to Prime to Date	
9) Date of Last Progress Payment Received from SBCTA				10) Percent of Project Complete		11) DBE Goal Percentage (committed)	
12) Prime Contractor				13) Contact Person			
14) Street Address				15) City/State/Zip			
16) Area Code/Phone No.				17) Email Address			



SBCTA I-15 Express Lanes TCS
DBE Program Performance Plan V1.0

18) SUBCONTRACTOR/SUPPLIER		Dollars Paid This Month	Dollar Amount Paid to Date	Schedule Activity ID(Construction only)	Type of Work Performed	Original Dollar Amount Committed	Dollar +/- resulting from Change Order Activity
Subcontractor/Supplier #1		↓	↓	↓	↓	↓	↓
Name							
Address							
Area Code/Phone							
Contact Person							
Subcontractor/Supplier #2		↓	↓	↓	↓	↓	↓
Name							
Address							
Area Code/Phone							
Contact Person							
Subcontractor/Supplier #3		↓	↓	↓	↓	↓	↓
Name							
Address							



SBCTA I-15 Express Lanes TCS
DBE Program Performance Plan V1.0

Area Code/Phone							
Contact Person							
Subcontractor/Supplier # ____		↓	↓	↓	↓	↓	↓
Name							
Address							
Area Code/Phone							
Contact Person							
Subcontractor/Supplier # ____		↓	↓	↓	↓	↓	↓
Name							
Address							
Area Code/Phone							
Contact Person							
<p>INSTRUCTIONS</p> <p>The TSP shall make prompt payment of all monies due and owed to DBE and non-DBE firms within 7 business days upon receipt of payment from San Bernardino County Transportation Authority (SBCTA) per the Contract. Payment of retention shall be made to all DBE and non-DBE subcontractors within 30 days after satisfactory completion of the subcontracted work.</p> <p>This form is due to SBCTA by the 10th of each month and should reflect all payments made to subs through the last day of the previous month. The TSP must report monthly, even if the sub(s) did not perform any work for the previous month. Please forward signed original documents by email and/or fax.</p>							



Please duplicate this sheet if additional space to report subcontractor information is needed.

Completed By:

--	--	--

Name

Signature

Date

DRAFT



SBCTA I-15 Express Lanes TCS
DBE Program Performance Plan V1.0

Reporting Period (Month/Year)

Report Number

Date Prepared

Invoice Payment History

DBE Subcontractors/Suppliers		Sub/Supplier #1	Sub/Supplier #2	Sub/Supplier #3	Sub/Supplier #4	Sub/Supplier #5	Sub/Supplier #6	DBE Sub/Supplier Total
Invoice Numbers	Invoice Date and Date Paid	Amount Paid \$	Amount Paid \$	Amount Paid \$	Amount Paid \$	Amount Paid \$	Amount Paid \$	Amount Paid \$



SBCTA I-15 Express Lanes TCS
DBE Program Performance Plan V1.0

GRAND TOTAL (Paid to Date)								

DRAFT



Instructions – Summary of Monthly DBE Payments Information

TSP:

This form requires specific information regarding the disadvantaged business enterprise and other subcontractors paid on this construction contract.

The form must be completed for all subcontractors performing on the contract. The form requires that the Reporting Period (month/year) be included. A Report Number should also be completed. This field should include a sequential number with the first form having number "1". The date prepared should also be included.

IMPORTANT: Identify **all** firms that were paid during the reporting period for the project, regardless of tier. Names of the First Tier Subcontractors and their respective item(s) of work listed should be consistent, where applicable, with the names and items of work in the "List of Subcontractors" submitted with your bid.

There is a column for the "Dollars Paid This Month". Enter the Total amount paid for each firm for the reporting period. Also include the total amount paid to date, which shall include the amount paid for the current reporting period.

Include the Schedule Activity ID for construction contracts. Include a brief description for the type of work performed. The original dollar amount committed to the firm should be included in the appropriate Column and any increase or decrease in the subcontract amount resulting from a change order shall be included in the "Dollar +/- resulting from Change Order Activity" column.

This form must be signed and dated by the prime contractor's representative that is responsible for reporting DBE compliance matters. The form (or an equivalent form) must be submitted along with the TSP's monthly report.

DRAFT

Appendix A. Resumes**Years Industry
Experience: 17****Education***Northeastern
University, B.S.
Business Management**Project Management
Institute, Project
Management
Professional (PMP:
1361166)**Stanford Certified
Project Manager
(SCPM)**International Bridge,
Tunnel and Turnpike
Association (IBTTA)
Leadership Academy***Technical Skills***Microsoft Certified
Solutions Developer***Relevant Project
Experience**

- *Santa Clara Valley Transportation Authority*
- *Transportation Corridor Agencies*
- *Washington State Department of Transportation*
- *Bay Area Infrastructure Financing Authority*
- *Bay Area Toll Authority*
- *San Diego Association of Governments*

Chris Hall*DBE Program Administrator*

Mr. Christopher (Chris) Hall, Vice President and Regional Manager at TransCore, is responsible for the company's day-to-day operations in the Western United States with approximately 100 reports. Mr. Hall has over 17 years of engineering and project management experience in the transportation industry and more than 20 years of experience total in the design, development, and deployment of information technology systems. He specializes in project and software management, and systems engineering in the fields of software design and computer information systems. For the past 10 years, Mr. Hall has been responsible for identifying and establishing relationships with Disadvantage Business Enterprise (DBE) firms to meet contractual requirements and DBE goals on the various contracts his organization is responsible for delivering and/or providing services. He works with his regional organization and project teams to oversee DBE work performed and ensures technical assistance is provided when needed.

As the project manager, Mr. Hall will be leveraging the significant experience he has gained from his involvement with major toll programs where he has served as project manager or project principal, seeing and understanding the challenges that different agencies have faced, and the solutions implemented to meet those challenges. Mr. Hall will be responsible for ensuring the overall success of this project.

Prior to assuming a project management position, Mr. Hall served in the roles of systems engineer and software engineer on various toll projects, including SR168 Chesapeake Expressway (Virginia), Peace Bridge Toll System (New York), Rhode Island, Crescent City (Louisiana), and the Oklahoma Turnpike. In addition to Mr. Hall's toll system experience, he served as the technical lead for the development and deployment of the configuration management and quality control procedures and tools used daily by TransCore's engineering staff. These procedures and tools include Mercury Interactive TestDirector (now HP QualityCenter) for test case management and Serena's Dimensions software for integrated configuration management.

Project Management Experience includes:

TM **Santa Clara Valley Transportation Authority (VTA) SR 237 Phase 2 Express Lanes: Santa Clara, CA, project manager.** Mr. Hall currently serves as project

manager to the VTA for Phase 2, which will introduce new features to the Phase 1 system and extend the system westwards along the SR 237 several miles to the US 101. The current system will be

expanded from a single toll point in each direction to four toll points in each direction. Existing Phase 1 toll system equipment will be replaced with TransCore's *Infinity* Express lane system and new CCTV, vehicle detection stations, and dynamic message signs will be added.

- TM **Transportation Corridor Agencies TCARMS: Orange County, CA, project manager.** Mr. Hall served as the project manager to the TCA from 2005 to 2012. As the project manager, Mr. Hall's responsibilities included the management of over 30 technical and engineering reports in performing system upgrades and software and hardware maintenance of TCA's Toll Collection and Revenue Management System (TCARMS). Located in Orange County, CA, TCARMS was a 130-lane toll system stretching over 51 miles. TCARMS processed approximately 240,000 transactions daily and included design features such as 26 ORT lanes and mixed-mode lanes (both manually attended lanes and automated toll machine lanes) that accept cash payment. In addition to software and hardware maintenance, Mr. Hall managed a system operations group, ensuring 24/7 availability.
- TM **WSDOT Tacoma Narrows Bridge: Gig Harbor, WA, technical project manager.** Mr. Hall served as the technical project manager on several occasions. Prior to being assigned to the TCA project, Mr. Hall served on the project from 2003 to 2005 during the system design phase and the completion of the Requirements Definition Document and System Design Document for the installation of a 10-lane toll system (6 manually-attended lanes and 4 high-speed ORT lanes). The Toll Collection and Accounting System (TCAAS) included all hardware and software for the lane, plaza, host, CSC, and violations processing systems. Mr. Hall returned to serve as technical project manager in April 2008 to lead development efforts resulting in a revised accounting system to address changes to the application of sales tax from an origin-based formula to a destination-based formula, as required by State Senate Bill (SSB) 5089. In 2011, Mr. Hall managed the project to upgrade the AVI readers to support the ISO 18000-6C protocol.

Project Principal Experience includes:

- TM **Bay Area Infrastructure Financing Authority Express Lanes Network: Bay Area, CA.** Since 2014, Mr. Hall has served as the project principal for the delivery of the Bay Area Express Lanes Project.
- TM **Bay Area Toll Authority (BATA) Advanced Toll Collection and Accounting System (ATCAS II): Oakland, CA.** Mr. Hall served as the principal-in-charge on the delivery of the ATCAS II Project, which was completed in 2013, and continues to serve in this role during the operations and maintenance phase.
- TM **Transportation Corridor Agencies All Electronic Tolling System Replacement: Orange County, CA.** Since TransCore's award of the project in April 2014, Mr. Hall has served as the project principal for the upgrade / replacement of the Toll Collection and Revenue Management System at TCA to a new AET system that was completed in 2015. Mr. Hall continues to serve in his role as the project principal during the operations and maintenance phase.
- TM **Santa Clara Valley Transportation Authority (VTA) SR 237 Phase 1 Express Lanes: Santa Clara, CA.** Mr. Hall serves as the project principal for TransCore's maintenance contract with VTA. Mr. Hall has also served as the acting maintenance manager since 2014.

Cheryl Herr

DBE Program Analyst

**Years Industry
Experience:** 8

Education

*AA, Interior Design –
Palomar College, San
Marcos, CA*

*California Codes and
Regulation Exam, State
of California*

*Interior Design
Certification, Certificate
No. 017283 National
Council for Interior
Design Qualification,
Washington DC*

Professional Development and Training

*Project Management
and Fundamentals*

*Partnering for Business
Success*

*Americans with
Disabilities Codes/Title
24 Accessibility*

*California Codes and
Regulations*

Microsoft Office Suite

Relevant Project Experience

- *San Diego Association of Governments*
- *Santa Clara Valley Transportation Authority*
- *Bay Area Infrastructure Financing Authority*
- *Bay Area Toll Authority*

Ms. Cheryl Herr has been the Project Coordinator for TransCore for 8 years. Her responsibilities include assisting in project planning development and specializing in project control. She ensures schedules are maintained and tasks completed to meet milestone timelines as developed in the project plan. Other duties include generating and maintaining mechanisms for tracking project status and processes, generating and tracking all reports, invoices, schedules, and deliverables associated with project requirements as well as assisting the project manager as needed. For every project, Ms. Herr has a complete understanding of the full project life-cycle and project management concepts. She completes the Web-based contract compliance system audits for subcontractors identified as DBE, SBE or UDBE per project and verifies subcontractors are responding to audit information.

Ms. Herr's current projects include:

TM **San Diego Association of Governments (SANDAG) I-15 Express Lanes: San Diego, CA**

TM **Santa Clara Valley Transportation Authority (VTA) SR 237 Phase 1 and Phase 2 Express Lanes: Santa Clara, CA,**

TM **Bay Area Infrastructure Financing Authority Express Lanes Network: Bay Area, CA**

TM **Bay Area Toll Authority (BATA) Advanced Toll Collection and Accounting System (ATCAS II): Oakland, CA**

Previous Experience

Prior to joining TransCore, Ms. Herr was a facilities Project Manager at Hewlett-Packard Company in San Diego, CA with 15 years' experience providing design and tenant improvements for a one-million+ square foot office, manufacturing, and research and development facility. She served as an organized and effective project manager with a background working on a variety of facilities projects. She has proven the ability to establish and lead cross-functional teams from design development through project close out and consistently met project timelines, budgets and expectations. Her areas of strength include organizational skills, strong communication and attention to detail.

Ms. Herr led project teams to ensure project scope aligned with objectives, and long-term business strategies and programs. She managed multiple projects at one time, ranging in complexity, schedule restraints, and budget guidelines and provided design and project management for equipment installations, building modifications and infrastructure upgrades. Her additional responsibilities included; acting as Site Manager for all interior projects and focusing on ADA/Title 24 disability access issues

ANNEX J TO
**OPTION TOLL SERVICES PROJECT SUPPLEMENT
 AMENDMENT NO. 1 TO CONTRACT 17-1001617
 I-15 CORRIDOR FREIGHT AND EXPRESS LANES PROJECT - CONTRACT 1**

Disadvantaged Business Enterprise (DBE) Participation Affidavit

STATE OF _____)
)
 COUNTY OF _____)

The percentage goal for DBE participation for work under this Toll System Section Supplement shall be:

**DBE
3%**

Certification of DBE Goal Attainment

TransCore LP certifies that the above DBE goal will be met by obtaining commitments equal to or exceeding the DBE percentage goal or TSP will provide good faith effort to substantiate the attempt to meet the goal.

Failure to provide commitments to meet the stated goal or provide a satisfactory good faith effort that complies with the applicable requirements set forth in Exhibit 14 (Option Toll Services Contract-Specific DBE Requirements) to the Contract will be considered a breach of the requirements of the Contract.

 (Signature)

 [Insert name of TransCore authorized representative]

(Name printed)

 [insert title]

(Title, Company)

Subscribed and sworn to before me this _____ day of _____, 20____.

 Notary

Minute Action

AGENDA ITEM: 5

Date: September 15, 2022

Subject:

Measure I Valley Interchange Projects Program Bonding Options

Recommendation:

That the following be reviewed and recommended for final approval by the Board of Directors, acting as the San Bernardino County Transportation Authority, at a regularly scheduled Board meeting:

Approve bonding as necessary against future Measure I revenue in the Measure I 2010-2040 Valley Subarea Interchange Projects Program to allow for the Interstate 10/Mount Vernon Avenue Interchange Project to proceed to construction on schedule.

Background:

In accordance with the Measure I 2010-2040 Ordinance and Expenditure Plan, 11% of the Measure I revenue collected in the Valley Subarea funds the Valley Freeway Interchange Projects Program (Interchange Program), which for Fiscal Year 2022/2023 is estimated to be about \$22 million. The San Bernardino County Transportation Authority (SBCTA) Board of Directors (Board) approval of the 2021 Update to the 10-Year Delivery Plan (2021 Update) in December 2021 included construction of all of the 10 highest priority interchanges. In addition to the top ten interchanges, two (2) Tier 2 interchanges were added to the Delivery Plan in the 2017 Update as a result of the on-going development of the Interstate 10 (I-10) Corridor Contract 1 Project, which will result in improvements to the I-10/Monte Vista Avenue, I-10/Euclid Avenue, and I-10/Vineyard Avenue Interchanges, and a \$40 million reserve was established for the Interchange Phasing Program. Since establishment of the Interchange Phasing Program, the Cities of Yucaipa and San Bernardino have entered the program for their I-10/Wildwood Canyon Road and State Route (SR) 210/Waterman Avenue Interchanges, respectively, and an agreement is currently under development with the City of Highland for improvements at the SR 210/5th Street Interchange. No other changes were made to the project list for the 2021 Update.

The 2021 Update assumed significant investment over the next five (5) years with 13 interchanges expected to be in some stage of construction. Two (2) of these interchanges alone total \$186 million and require Measure I investment that far exceeds the interchanges completed to date, with I-10/Cedar Avenue Interchange and I-10/Mount Vernon Avenue Interchange at \$74.5 million and \$70 million, respectively. The I-10/Cedar Avenue Interchange project is the first priority in the Interchange Program and is scheduled for construction contract award in October 2022; the 2021 Update planned for cash flow borrowing between Measure I Programs to facilitate near-term cash flow needs for this project until the planned bonding in 2026.

The I-10/Mount Vernon Avenue Interchange Project (Mount Vernon Project) is nearing completion of design, which is when Construction Management Services are typically procured to provide constructability reviews prior to completion of the Plans, Specifications & Estimates package and prior to advertisement of a project for construction. Although the 2021 Update indicated the need to bond for \$97 million through 2026 to construct projects through 2027, staff has prepared a scenario analysis for Board consideration to examine options that would reduce the overall cost of delivery of the Interchange Program prior to beginning the construction phase

Entity: San Bernardino County Transportation Authority

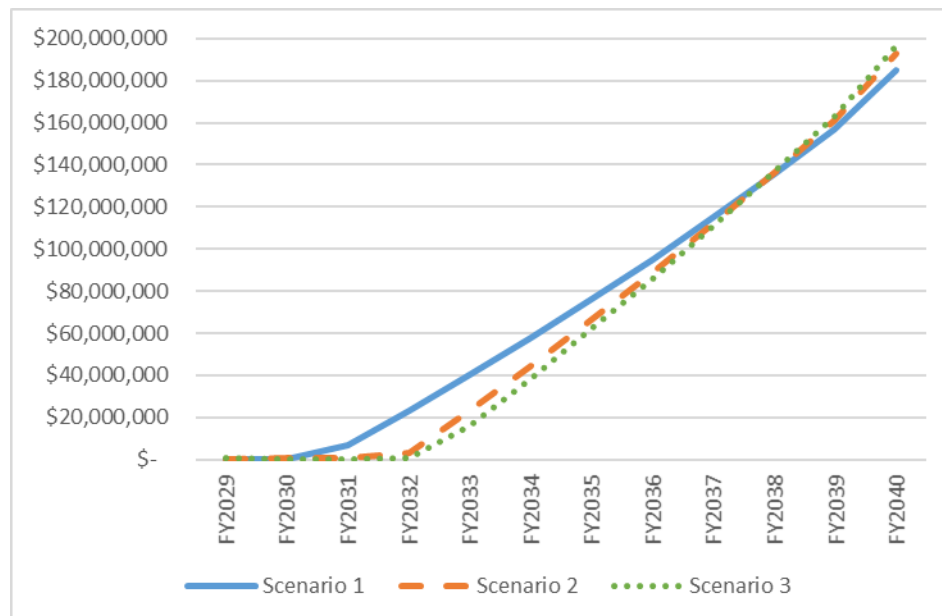
for the Mount Vernon Project. Staff analyzed three scenarios: Scenario 1 assumes bonding is used in 2026 and all projects stay on schedule for delivery, Scenario 2 minimizes bonding by delaying the Mount Vernon Project slightly by two (2) years, and Scenario 3 removes all bonding and uses only cash flow borrowing between Measure I Programs to balance the cost of interest and the escalation of project cost that occurs with delay. The results are presented in Table 1.

Table 1. Valley Interchange Program Delivery Scenarios

Strategy	Bond Amount	Interest Cost	Project Escalation	Net Increase	Project Completion	Program End Balance
Scenario 1 - Bond to keep on schedule	\$54M	\$22M	\$0	\$22M	2025	\$185M
Scenario 2 - Minimize bonding/delay	\$16.5M	\$10.5M	\$3.5M	\$14M	2027	\$193M
Scenario 3 - No bonding	\$0	\$5M	\$5M	\$10M	2028	\$196M

Although there have been some cost increases overall in this program compared to the 2021 Update, increased revenue and continued strategic use of internal cash flow borrowing decreased the need for bonding from \$97 million through 2026 to \$54 million assuming a 4% bond interest rate and a 1.5% interest rate on cash flow borrowing between programs. While Scenario 1 does require \$8 - \$12 million more in Interchange Program funds than the other scenarios, it also allows for cash flow to be available earlier as can be seen in Figure 1, thus allowing for earlier development of additional interchanges in the Interchange Program.

Figure 1. Cumulative Interchange Program Balances by Scenario



Staff will continue to monitor revenue and cost trends in the Interchange Program, but recommends the Board approve Scenario 1, consistent with the 2021 Update, which will allow for bonding in the Interchange Program and the ability for the Mount Vernon Project to stay on schedule for construction delivery.

Board of Directors Metro Valley Study Session Agenda Item
September 15, 2022
Page 3

Financial Impact:

This item is consistent with the Fiscal Year 2022/2023 Budget.

Reviewed By:

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

Responsible Staff:

Andrea Zureick, Director of Fund Administration

Approved
Board of Directors Metro Valley Study Session
Date: September 15, 2022

Witnessed By:

Additional Information

BOARD OF DIRECTORS METRO VALLEY STUDY SESSION ATTENDANCE - 2022
VALLEY BOARD MEMBER ATTENDANCE

Name	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Eunice Ulloa City of Chino		X	X			X		X				
Ray Marquez City of Chino Hills		X	X	X		X		X				
Frank Navarro City of Colton		X	X	X	X	X		X				
Aquanetta Warren City of Fontana		X	X			X		X				
Darcy McNaboe City of Grand Terrace		X	X	X	X	X		X				
Larry McCallon City of Highland		X	X	X	X	X		X				
Rhodes 'Dusty' Rigsby City of Loma Linda		X	X			X						
John Dutrey City of Montclair		X	X	X	X	X		X				
Alan Wapner City of Ontario		X	X	X	X			X				
L. Dennis Michael City of Rancho Cucamonga		X		X		X		X				
Paul Barich City of Redlands			X					X				
Deborah Robertson City of Rialto		X										
John Valdivia City of San Bernardino			X	X	X	X		X				
Carlos Garcia City of Upland												
David Avila City of Yucaipa		X	X	X	X	X		X				
Curt Hagman Board of Supervisors				X		X		X				

X = member attended meeting. * = alternate member attended meeting. Empty box = Did not attend meeting Crossed out box = not a Board Member at the time.
 Shaded box = No meeting

Communication: Attendance (Additional Information)

BOARD OF DIRECTORS METRO VALLEY STUDY SESSION ATTENDANCE – 2022

VALLEY BOARD MEMBER ATTENDANCE (Cont.)

Name	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Dawn Rowe Board of Supervisors		X	X	X	X	X		X				
Janice Rutherford Board of Supervisors		X		X		X		X				
Joe Baca, Jr. Board of Supervisors		X	X	X	X	X		X				

MOUNTAIN/DESERT BOARD MEMBER ATTENDANCE

Daniel Ramos City of Adelanto												
Art Bishop Town of Apple Valley		X		X	X	X		X				
Paul Courtney City of Barstow												
Rick Herrick City of Big Bear Lake												
Rebekah Swanson City of Hesperia								X				
Edward Paget City of Needles												
Joel Klink City of Twentynine Palms												
Debra Jones City of Victorville						X						
Rick Denison Town of Yucca Valley		X	X	X	X	X		X				
Paul Cook Board of Supervisors		X	X	X	X	X		X				

X = member attended meeting. * = alternate member attended meeting. Empty box = Did not attend meeting. Crossed out box = not a Board Member at the time.

MVSSatt22

Shaded box = No meeting

Communication: Attendance (Additional Information)

This list provides information on acronyms commonly used by transportation planning professionals. This information is provided in an effort to assist Board Members and partners as they participate in deliberations at Board meetings. While a complete list of all acronyms which may arise at any given time is not possible, this list attempts to provide the most commonly-used terms. Staff makes every effort to minimize use of acronyms to ensure good communication and understanding of complex transportation processes.

AB	Assembly Bill
ACE	Alameda Corridor East
ACT	Association for Commuter Transportation
ADA	Americans with Disabilities Act
ADT	Average Daily Traffic
APTA	American Public Transportation Association
AQMP	Air Quality Management Plan
ARRA	American Recovery and Reinvestment Act
ATMIS	Advanced Transportation Management Information Systems
BAT	Barstow Area Transit
CALACT	California Association for Coordination Transportation
CALCOG	California Association of Councils of Governments
CALSAFE	California Committee for Service Authorities for Freeway Emergencies
CARB	California Air Resources Board
CEQA	California Environmental Quality Act
CMAQ	Congestion Mitigation and Air Quality
CMIA	Corridor Mobility Improvement Account
CMP	Congestion Management Program
CNG	Compressed Natural Gas
COG	Council of Governments
CPUC	California Public Utilities Commission
CSAC	California State Association of Counties
CTA	California Transit Association
CTC	California Transportation Commission
CTC	County Transportation Commission
CTP	Comprehensive Transportation Plan
DBE	Disadvantaged Business Enterprise
DEMO	Federal Demonstration Funds
DOT	Department of Transportation
EA	Environmental Assessment
E&D	Elderly and Disabled
E&H	Elderly and Handicapped
EIR	Environmental Impact Report (California)
EIS	Environmental Impact Statement (Federal)
EPA	Environmental Protection Agency
FHWA	Federal Highway Administration
FSP	Freeway Service Patrol
FRA	Federal Railroad Administration
FTA	Federal Transit Administration
FTIP	Federal Transportation Improvement Program
GFOA	Government Finance Officers Association
GIS	Geographic Information Systems
HOV	High-Occupancy Vehicle
ICTC	Interstate Clean Transportation Corridor
IEEP	Inland Empire Economic Partnership
ISTEA	Intermodal Surface Transportation Efficiency Act of 1991
IIP/ITIP	Interregional Transportation Improvement Program
ITS	Intelligent Transportation Systems
IVDA	Inland Valley Development Agency
JARC	Job Access Reverse Commute
LACMTA	Los Angeles County Metropolitan Transportation Authority
LNG	Liquefied Natural Gas
LTF	Local Transportation Funds

Acronym List

MAGLEV	Magnetic Levitation
MARTA	Mountain Area Regional Transportation Authority
MBTA	Morongo Basin Transit Authority
MDAB	Mojave Desert Air Basin
MDAQMD	Mojave Desert Air Quality Management District
MOU	Memorandum of Understanding
MPO	Metropolitan Planning Organization
MSRC	Mobile Source Air Pollution Reduction Review Committee
NAT	Needles Area Transit
NEPA	National Environmental Policy Act
OA	Obligation Authority
OCTA	Orange County Transportation Authority
PA&ED	Project Approval and Environmental Document
PASTACC	Public and Specialized Transportation Advisory and Coordinating Council
PDT	Project Development Team
PNRS	Projects of National and Regional Significance
PPM	Planning, Programming and Monitoring Funds
PSE	Plans, Specifications and Estimates
PSR	Project Study Report
PTA	Public Transportation Account
PTC	Positive Train Control
PTMISEA	Public Transportation Modernization, Improvement and Service Enhancement Account
RCTC	Riverside County Transportation Commission
RDA	Redevelopment Agency
RFP	Request for Proposal
RIP	Regional Improvement Program
RSTIS	Regionally Significant Transportation Investment Study
RTIP	Regional Transportation Improvement Program
RTP	Regional Transportation Plan
RTPA	Regional Transportation Planning Agencies
SB	Senate Bill
SAFE	Service Authority for Freeway Emergencies
SAFETEA-LU	Safe Accountable Flexible Efficient Transportation Equity Act – A Legacy for Users
SCAB	South Coast Air Basin
SCAG	Southern California Association of Governments
SCAQMD	South Coast Air Quality Management District
SCRRA	Southern California Regional Rail Authority
SHA	State Highway Account
SHOPP	State Highway Operations and Protection Program
SOV	Single-Occupant Vehicle
SRTP	Short Range Transit Plan
STAF	State Transit Assistance Funds
STIP	State Transportation Improvement Program
STP	Surface Transportation Program
TAC	Technical Advisory Committee
TCIF	Trade Corridor Improvement Fund
TCM	Transportation Control Measure
TCRP	Traffic Congestion Relief Program
TDA	Transportation Development Act
TEA	Transportation Enhancement Activities
TEA-21	Transportation Equity Act for the 21 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



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